



CITY OF LAKE FOREST PARK CITY COUNCIL REGULAR MEETING

Thursday, October 27, 2022 at 7:00 PM

Meeting Location: In Person and Virtual / Zoom

17425 Ballinger Way NE Lake Forest Park, WA 98155

INSTRUCTIONS FOR PARTICIPATING IN THIS MEETING VIRTUALLY:

Join Zoom Webinar: <https://us06web.zoom.us/j/88111507622>

Call into Webinar: 253-215-8782 | Webinar ID: 881 1150 7622

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

HOW TO PARTICIPATE WITH ORAL COMMENTS:

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

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

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

HOW TO SUBMIT WRITTEN COMMENTS:

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

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

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

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. Veterans Day

5. PRESENTATIONS

A. Demonstration of the PepperBall system

B. Northshore Emergency Management Coalition - Introduction

C. 2023 State Legislative Agenda

D. Potential sound wall design related to the bus rapid transit system

6. PUBLIC HEARINGS

A. Public Hearing on the 2023-2024 Biennial Budget, 2023 Property Tax Levy, 2023 User Fees, 2023 Surface Water Utility Rate, and the 2023-2024 Sewer Utility Rates.

- 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.

7. 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.***

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. October 13, 2022 City Council Work Session Minutes

[B.](#) October 13, 2022 City Council Regular Meeting Minutes

[C.](#) City Expenditures for the Period Ending October 27, 2022

9. ORDINANCES AND RESOLUTIONS FOR INTRODUCTION / REFERRAL

[A.](#) Resolution 1862/ Authorizing the Mayor to Sign a Professional Services Contract Agreement with Consor North America, Inc. for On-Call Professional Services

[B.](#) Resolution 1863/Authorizing the Mayor to Sign a Professional Services Contract Agreement with V+M Structural Design, Inc. for the Town Center to Burke-Gilman Trail Connector- Phase 2: 30% Design

[C.](#) Ordinance 1253/Amending Chapter 9.12, of the Lake Forest Park Municipal Code to allow the setting of False Alarm Fines by Resolution

10. ORDINANCES AND RESOLUTIONS FOR COUNCIL DISCUSSION

[A.](#) Ordinance 1254/Amending the Lake Forest Park Municipal Code to create Fund 501, Vehicle and Equipment Repair Replacement Fund, and Fund 502, Information Technology Fund

[B.](#) Ordinance 1255/Establishing the 2023 Property Tax Levy

[C.](#) Resolution 1864/Setting 2023 Surface Water Utility Rates

[D.](#) Resolution 1865/ Setting 2023 and 2024 Sewer Rates

[E.](#) Resolution 1866/Adopting 2023 User Fees

[F.](#) Regional Crisis Response Agency

11. ORDINANCES AND RESOLUTIONS FOR ACTION

[A.](#) Resolution 1860/Authorizing an Interlocal Agreement with King County for Jail Services

[B.](#) Resolution 1861/Authorizing the Mayor to sign an agreement with Gordon Thomas Honeywell Governmental Affairs for 2023-2024 State Legislative Advocacy Services

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, November 3, 2022 City Council Special Meeting 6 pm *hybrid meeting (Zoom and City Hall)*

--Thursday, November 10, 2022 City Council Work Session Meeting 7 pm *hybrid meeting (Zoom and City Hall)*

--Thursday, November 10, 2022 City Council Regular Business Meeting 7 pm *hybrid meeting (Zoom and City Hall)*

--Friday, November 11, 2022 City Offices closed for Veterans Day

--Thursday, November 17, 2022 City Council Budget and Finance Committee Meeting – *canceled*

--Thursday, November 17, 2022 City Council Special Meeting 6 pm *hybrid meeting (Zoom and City Hall)*

--Thursday and Friday, November 24 and 25, 2022 City Offices closed for Thanksgiving and Native American Heritage Day

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

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



PROCLAMATION

WHEREAS, Veterans Day is observed nationally on November 11 as a legal public holiday to honor and thank all veterans who served in the Armed Forces in wartime or peacetime; and

WHEREAS, Veterans Day was originally known as Armistice Day, which signified the signing of the armistice on November 11, 1918, ending the First World War; and

WHEREAS, President Dwight D. Eisenhower proclaimed in 1954 that Armistice Day would be known as Veterans Day and would “solemnly remember the sacrifices of all those who fought so valiantly, on the seas, in the air, and on foreign shores, to preserve our heritage of freedom,” and

WHEREAS, President Eisenhower further proclaimed that Veterans Day presents all citizens with the opportunity to “reconsecrate ourselves to the task of promoting an enduring peace so that their efforts shall not have been in vain.”

NOW, THEREFORE, the Mayor and City Council of the City of Lake Forest Park do hereby proclaim November 11 the legal commemoration of, and Thursday, November 11 observed as

VETERANS DAY 2022

and encourage all citizens of the City of Lake Forest Park to acknowledge and to thank those who have served our country in the Armed Forces.

Signed this 27th day of October, 2022.

Jeff Johnson, Mayor



PEPPERBALL

Section 5, Item A.

Delivery System

- Pepper balls are very similar to paintballs, but they are filled with organic resin called oleoresin capsicum (or OC), which is derived from peppers.
- It's the same type of irritant used in pepper spray and comes in powder or liquid form. It also has the capability to deliver kinetic impact.
- PepperBall projectiles are designed to break and release the irritant.
- The powder cloud released by projectiles provides advantage when confronting suspects out of view.

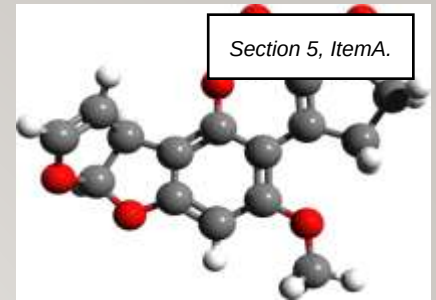


PEPPERBALL DEFINED

NON-LETHAL chemical agent delivery system that uses **HIGH-PRESSURE AIR** (large capacity hoppers), and **CO2** (limited capacity magazines) to deliver **PAVA powder PROJECTILES** from a safe distance.

- Combines agent exposure with kinetic impact and pain.
- Effective on individuals as well as large groups of people for riot and crowd control.
- Used very similar to paintball systems.

PEPPERBALL PAVA



- PAVA is one of six capsaicinoids found in pepper plants.
- PAVA is one of the hottest capsaicinoids and is an amide of Pelargonic Acid and Vanillyamine (thus, PAVA).
- PepperBall® products contain only purified non-oil-based PAVA.
- PepperBall PAVA is produced at a pharmaceutical grade
- PAVA is also used in Tabasco sauce, spice packs and cooking oils.
- PepperBall PAVA is non-Flammable

PEPPERBALL ADVANTAGES



- Multiple projectiles, one platform.
- Measurable and specific targeting.
 - Controlled application
 - Specific area saturation
- Fewer officers can control large numbers of suspects (force multiplier).
- Quick recovery from PAVA powder.
- Can be used to deny access or egress to specific areas.
- Allows officers to maximize time and distance to ensure safety.

TRAINING ISSUES / OFFICER INJURIES



- Non-compliant, uncontained and / or violent armed suspects cause handling and control problems that officers are not equipped to resolve, outside of deploying “Deadly Force.”
- In resolving such incidents, officers get injured when they become too close, too fast in their attempt to resolve the incident.
- When other less than lethal options are deployed, results can cause injuries that lead to lawsuits.
- The PepperBall impacts a target with only 10 - 18 feet per pound (VKS launcher) of kinetic energy, the same as a paintball, rather than the typical 120 feet per pound of beanbags.

The flexibility of the PepperBall system is one of its greatest attributes.

PATROL APPLICATIONS

- Armed Attacker
- Barricaded Suspect
- Suicide-by-Cop
- Area Denial
- Building/Field Searches
- Vehicle Standoff
- High-Risk Warrants
- Event Security VIP Security
- Animal Control
- Force on Force Training

Used as a tool in De-Escalation Tactics that is non-lethal.

PEPPERBALL ADVANTAGES



- Same aiming point as regular firearms.
- Irritant exposure & Kinetic impact.
- Irritant is effective when suspect is hidden or not in view.
- Ability to escalate or de-escalate force as appropriate.
- **Safe** at Point-Blank Range.
- **Accurate** – No Recoil.
- **Non-Lethal.**
- **No deaths or serious injuries.**
- No judgements levied against PepperBall (reduces liability).

NEMCo In a Nutshell

Kevin Lowery



Background

- NEMCo began 2016
- Official Interlocal Agreement 2017
- Lake Forest Park – Lead Agency
- Kenmore & LFP 30.75% of costs
- Northshore Fire District 23.50%
- Northshore Utility District 15%



Overall Program Elements

- Joint Emergency Operation Centers
- Coordination with service providers
 - Puget Sound Energy, Seattle City Light
 - Churches
 - Business Community
- Coordination of all levels off government



NEMCo Goals and Activities

- **Plan Development and Updates**
 - CEMP review every five years
 - Completed hazard mitigation plans
 - Emergency notification procedures
- **Staff Training**
 - Trained all staff on basic response functions
 - Routinely conduct emergency exercises
 - Individual emergency role training



NEMCo Goals and Activities

- **Community Organization/Business Outreach**

- Safety/Preparedness fairs
- Risk assessments
- Planning assistance

- **Neighborhood/Community Outreach**

- Map Your Neighborhood/2 Weeks Ready
- Tabling at community events
- Disaster education workshops



Emergency Volunteer Organization

- Volunteers in emergencies
 - 350 + trained community members
 - 65 + credentialed volunteers
 - 30 + active volunteers (post COVID)
- Planned events
 - West Sammamish Bridge Dedication
 - National Night Out
 - 5K Fun Runs
- Emergency responses
 - Search and rescue
 - Damage assessments



Emergency Volunteer Organization

- Amateur Radio Operators
 - Regular monthly testing of equipment
 - Monthly training meetings
 - Statewide communication drills
 - Facilitate a new license classes



Emergency Volunteer Organization

- Community Emergency Response Team
 - Basic CERT Course
 - Monthly meetings & in-service trainings
 - Regional deployment in support of neighboring communities



Questions?





CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	10/27/2022
Originating Department	Executive
Contact Person	Phillip Hill, City Administrator
Title	2023 State Legislative Agenda

Legislative History

- First Presentation10/18/2022 – Legislative Steering Committee
 - Second Presentation10/27/2022 – City Council Regular Meeting
 - Action11/17/2022 – City Council Regular Meeting
-

Attachments:

1. Proposed 2023 State Legislative Agenda
-

Executive Summary

Before Council is the proposed 2023 State Legislative Agenda, outlining the top priorities of the City. The priorities are either projects of a regional nature in need of financial support or focused on State policies that have local implications.

Background

Prior to upcoming legislative sessions, the City Council adopts a legislative agenda reflecting the priorities of the City and its support of elements of the Association of Washington Cities and Sound Cities Association legislative agendas that best serve the interests of the City.

The City’s Legislative Steering Committee, consisting of the Mayor, Deputy Mayor, Council Vice-Chair, City Administrator, and Finance Director, meets with Shelly Helder, and Gordon Thomas Honeywell Government Relations, to craft a draft legislative agenda. The draft document is based on discussions between the Mayor and Council throughout the year, regarding the priorities of the City.

Fiscal & Policy Implications

N/A

Staff Recommendation

Review the draft 2023 State Legislative Agenda and provide feedback to the Legislative Steering Committee.

City of Lake Forest Park State Legislative Agenda 2023-24



Top Priorities

Lyon Creek Fish Barrier Removal

In the last 7 years the city has replaced 6 culverts along Lyon Creek and fish activity has already increased. For these investments to be optimized and fish habitat restored, additional resources are needed. The structurally deficient state-owned culvert under SR 104 is funded, and construction is planned for 2024. There will be no increase in fish habitat from this state investment unless a downstream city owned culvert is addressed. To minimize impacts to the community through road closures and achieve cost savings through coordination, the city would like to address the fish barrier at the same time. The City is working toward design completion – the remaining need is \$2.42M for construction.

State Route 104 Investments

State Route 104 runs through the heart of Lake Forest Park. It is a two-lane highway that carries roughly 26,000 vehicles per day and increasingly more commercial freight. SR 104 is not only in poor condition but lacks safety measures that would increase the use of multimodal transportation options. The City has identified specific improvements that are needed along this state facility.

- **Roundabout:** The City has taken the initiative to facilitate construction of a roundabout at 40th Place NE where an existing four-legged, skewed intersection has several safety and traffic challenges. Design is nearing completion and there is a funding gap of \$900,000 for construction.
- **Bike/Ped Improvements:** LFP requests bike/ped infrastructure to improve non-motorized access to transit. Key improvements will increase safety for pedestrians and bicyclists and encourage the use of transportation alternatives.
- **Maintenance:** SR 104 is in desperate need of asphalt maintenance. The City requests SR 104 maintenance be prioritized by the state.

City Financial Challenges

The 1% cap on property tax revenue has created an unsustainable fiscal structure for cities. Bedroom communities like LFP are acutely impacted by this limitation and will not be able to continue providing current levels of municipal services to residents without a change, either through adjustment of the cap or other revenue tools.

North King County Crisis Receiving Center

The Cities of Lake Forest Park, Bothell, Kenmore, Kirkland, and Shoreline have identified a critical flaw in the existing crisis system: the lack of an alternative to hospital emergency rooms, jails, or inpatient stays to serve individuals in crisis. They've identified a solution and a partner to implement the solution but there is an outstanding need for capital dollars to make the solution a reality.

Other Legislative Priorities

City Tools & Resources: LFP supports the expansion of city tools and resources through full funding of the Public Works Trust Fund, incentives for increased density, and new revenue options for cities.

Recyclable Materials & Solid Waste: LFP is a leader in recycling. As a city, we have a waste diversion rate of 70%. The City supports product stewardship programs that divert products from the waste stream.

Lake Forest Park supports those elements of the Association of Washington Cities' Legislative Agenda and Sound Cities Association Agenda that best serve the interests of the City.

CITY OF LAKE FOREST PARK

PREPARING FOR THE 2023 LEGISLATIVE SESSION

Section 5, Item C.

SHELLY HELDER

GORDON THOMAS HONEYWELL
GOVERNMENT RELATIONS

OCTOBER 27, 2022



OVERVIEW



2021-22 Legislative
Biennium Outcomes



2023 Legislative
Session Expectations



Draft Legislative
Agenda



Next Steps

2021-22 LEGISLATIVE BIENNIUM OUTCOMES



Lake Forest Park's 2021-22 State Legislative Priorities

- Lakefront Property Acquisition - **\$1.2 million**
- Additional Resources for Fish Barrier Removal
- Town Center to Burke Gilman Trail Connector - **\$100,000**
- Regional Crisis Triage Center (NKCC Crisis Receiving Center) - **\$72 million in grant funding available**
- State Route 104 Investments

2023 LEGISLATIVE SESSION



First year of the two-year biennium, 105-day session

Tasks:

- Develop 2023-25 operating, capital, and transportation budgets
- Consider and adopt policy bills

Political Context:

- November elections formative
- 20+ new legislators
- Committee assignments in Nov/Dec 2022



DRAFT 2023-24 LEGISLATIVE AGENDA

Lyon Creek Fish Barrier Removal

- \$2.42 million funding gap for construction
- WSDOT culvert is scheduled for construction in 2024

State Route 104 Investments

- Roundabout: \$900,000 funding gap for construction
- Bike/Ped Improvements
- Maintenance

City Financial Challenges

North King County Crisis Receiving Center

DRAFT 2023-24 LEGISLATIVE AGENDA



Other Legislative Priorities

- City Tools & Resources
- Recyclable Materials & Solid Waste

NEXT STEPS



November
3rd

- Tour of City with 1st district legislators



November
17th

- Council approval of legislative agenda



Nov 30th –
Dec 2nd

- Legislative Committee Days



January
9th

- 2023 Legislative Session begins

QUESTIONS?

Shelly Helder

State Lobbyist

Cell: (360) 209-3338

E-mail: shelder@gth-gov.com

Lake Forest Park Stride S3 Impacts

Vicki Scuri
10/27/22



One of the challenges we face in the 21st century is humanizing our transportation infrastructure. These projects often, paradoxically, divide neighborhoods while seeking to connect others. Large scale efforts to increase mobility often impact neighborhoods at the human scale. Infrastructure can become a better neighbor by responding to its site, landscape and community. We must transform infrastructure from anonymous expressions of planning and engineering into amenities that celebrate and reflect local identity.



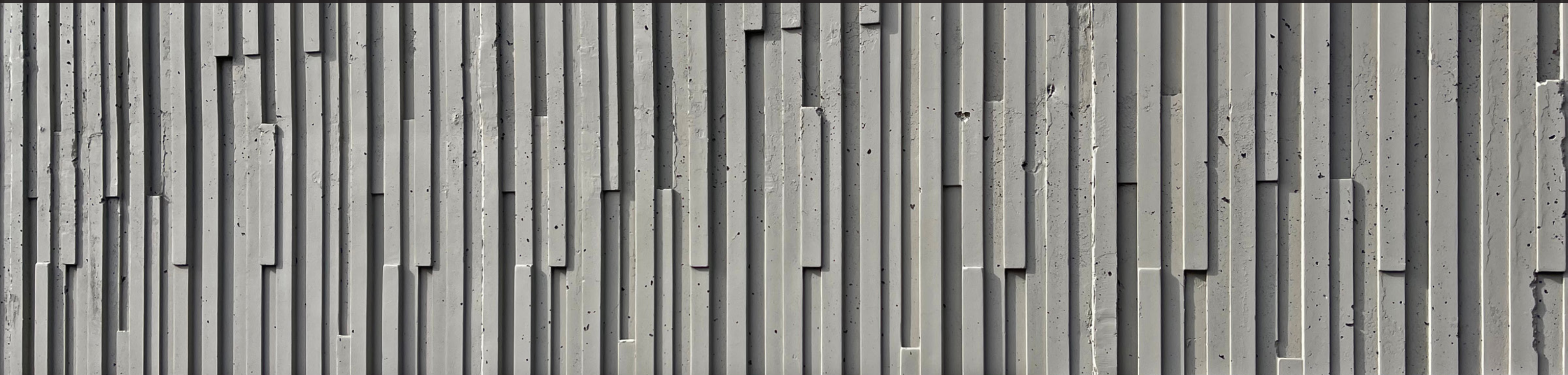
Arlington Boulevard, Arlington, VA 2004-2014



Redbud Tree Patterning Evokes Nature

WSDOT Standard Patterning Above / 10'-12' Tall Wall Shown Below Creates a Dead Space

Section 5, Item D.



Stride S3 Removes 439 Trees



Stride S3 Removes a Mature Canopy with 439 Trees and Over 500 Shrubs

Locates a Variable Height Concrete Wall Along 1.2 Miles of Bothell Way

There is a 2' wide shoulder
and a barrier between the
wall and the road.



Stride S3 Impacts 16' Inside Property Lines of 24 Homes Along the West Side of Bothell Way



Stride S3 Wall and Black Chain Link Fence Do Not Provide Noise Mitigation or Landscape



Planted Retaining Walls and Sound Walls with Vines Growing from Top and Bottom

ST Proposed Solution



Preferred Solution





Owner Supplied Fence

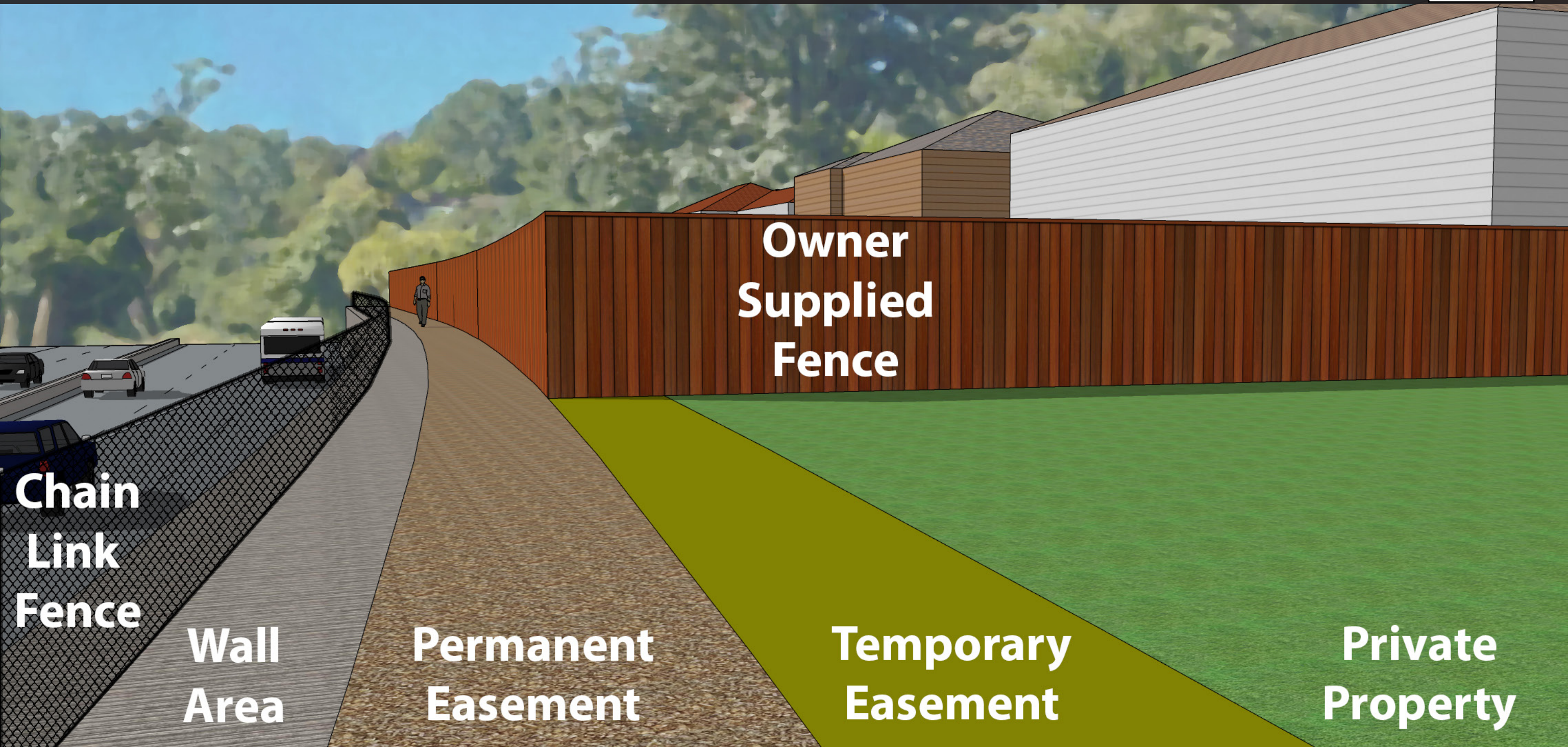
**Private
Property**

**Temporary Easement
Permanent Easement
Chain Link Fence
Retaining Wall**

The Permanent Easement Proposed by Stride S3 Creates a No Man's Land, Between Fences

Homeowner Privacy, Security & Property Values are Impacted by the Permanent Easement

Section 5, Item D.



Stride S3 Provides a Black Chain Link Fence Only at Top of Wall



Along Bothell Way, a Narrow Band of Plantings Softens the Impact of the Wall and Road



In Kenmore, Vines and Hanging Plants Need Minimal Space and Care to Provide Greening



In Kenmore, Vines and Hanging Plants Need Minimal Space and Care to Provide Greening



Lake Forest Park Identifies with Trees



Patterning Reinforcing City Identity and Nature is Preferred Rather Than Generic Texture

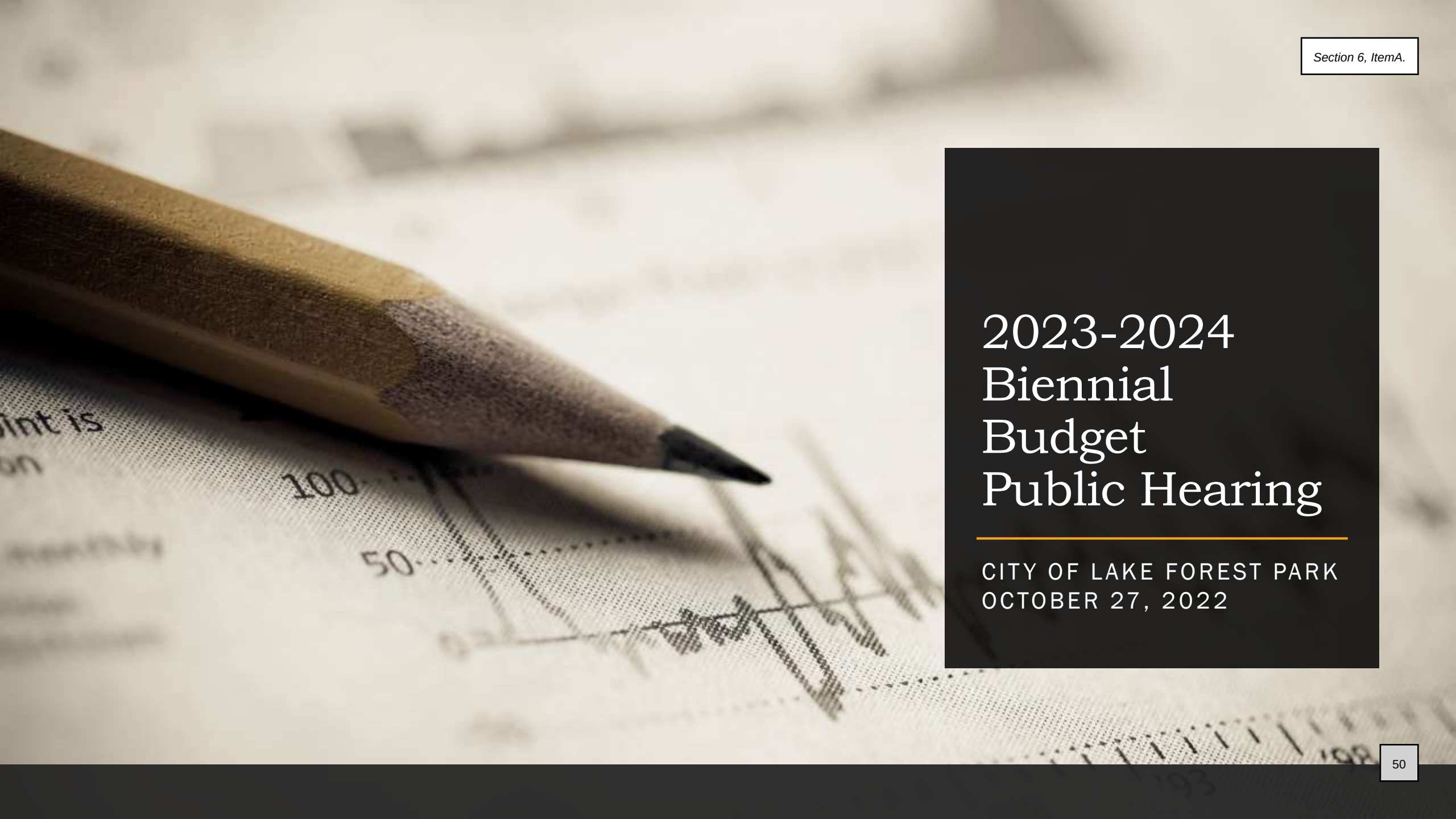
Some Questions to Consider

Section 5, ItemD.

**What is the Gain?
What is the Pain?**

Is the Gain Worth the Pain?

vicki@vickscuri.com



2023-2024 Biennial Budget Public Hearing

CITY OF LAKE FOREST PARK
OCTOBER 27, 2022

Public Hearing Overview

- 1) Overview Presentation by Finance Director
- 2) Questions/Comments from City Council
- 3) Open Public Hearing for Citizen Comments
3 minutes per speaker

2023 Property Tax Levy Public Hearing

City Adopts Annually

Proposed 2023 Property Tax Levy	
2022 Regular Property Tax Levy	3,382,585
Increase Over Prior Year Levy	33,826
Subtotal of Levy Amount	3,416,411
New Construction Value	17,865
Relevy of Prior Year Refunds	19,594
Subtotal for Current Allowable Levy	3,453,870
<i>Estimate High for Additional Changes</i>	<i>40,000</i>
2023 Property Tax Levy	3,493,870

Property Tax Public Hearing

Proposed 2023 Property Tax Levy	
2022 Regular Property Tax Levy	3,382,585
Increase Over Prior Year Levy	33,826
Subtotal of Levy Amount	3,416,411

Current Levy Rate for 2022
\$0.83814

Proposed Levy Rate for 2023 (Preliminary 10/6/22)
\$0.70430

Calculation:

$(\text{Assessed Value} / 1,000) * \text{Levy Rate}$

Example:

Median Property Value \$ 676,400
(Mayor's Proposed Budget page 16)

$(\$617,000 / 1,000) * \$0.83814 = \$517.13$
Median Value 2022 \$617,000

$(\$676,400 / 1,000) * \$0.70430 = \$476.39$
Median Value 2023 \$676,400

Assessed Values



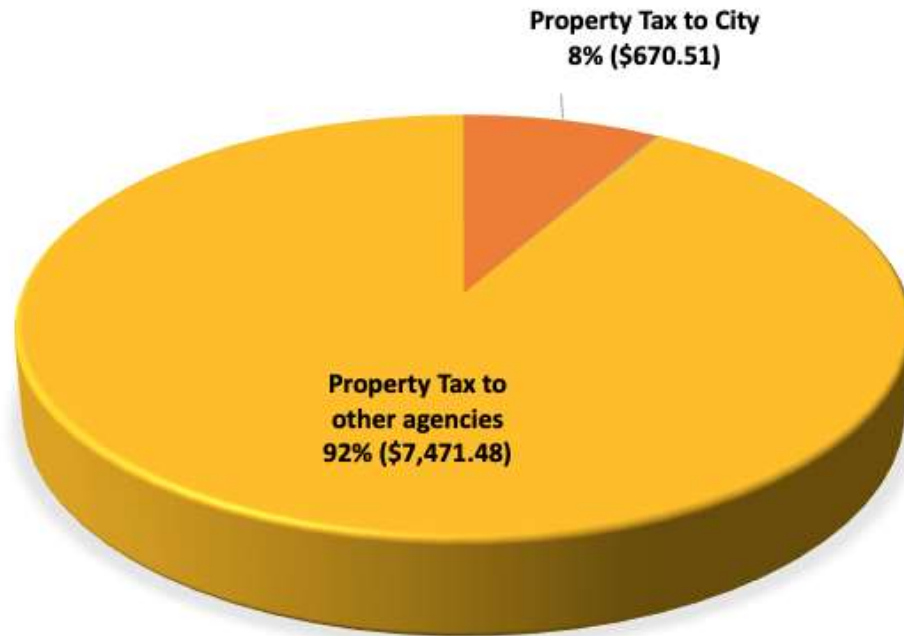
Levy Rate will



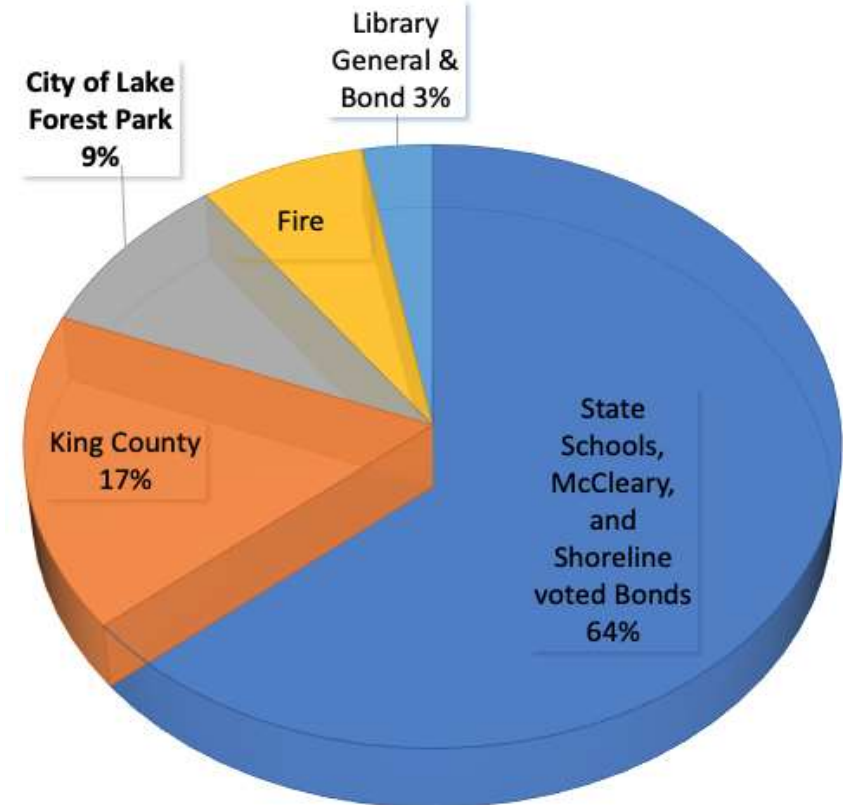
****No matter how much the assessed value in the City increases, the City's levy may increase only 1%***

Property Tax

PROPERTY TAX BREAKDOWN



PROPERTY TAX DISTRIBUTION



Proposed Sewer Rate Increases

\$3.45 monthly increase 2023

\$3.62 monthly increase 2024

Monthly Residential Rates

	2022	2023	2024
County	49.27	52.11	55.11
City	20.16	20.77	21.39
	\$ 69.43	\$ 72.88	\$ 76.50
Monthly Increase:	\$ 3.04	\$ 3.45	\$ 3.62
Total Increase	4.6%	5.0%	5.0%
County Portion	4.0%	5.75%	5.75%
City Portion	6%	3.0%	3.0%

Commercial & Multi-Family (consumption based)

	2022	2023	2024
County	6.22	6.57	6.95
City	4.08	4.20	4.33
	10.30	10.78	11.28
Monthly Increase:	\$ 0.47	\$ 0.48	\$ 0.50
% Increase:	4.8%	5%	5%

Residents are billed **bimonthly \$145.76**

Proposed Surface Water Rates Increase

- Annual increase **\$22.39** - Single family residential
- Supports Operating & Capital Surface Water Funds
 - 10% rate increase
- Adopt annually, like property tax

Surface Water				
class	class description	2022 rate	2023 rate	Difference
1	single family residential	\$223.85	\$246.24	\$22.39
2	very light (0-10% impervious area)	\$223.85	\$246.24	\$22.39
3	light (10-20% IA)	\$538.05	\$591.86	\$53.81
4	moderate (20-45% IA)	\$1,082.11	\$1,190.32	\$108.21
5	moderately heavy (45-65% IA)	\$2,089.56	\$2,298.52	\$208.96
6	heavy (65-85% IA)	\$2,649.23	\$2,914.15	\$264.92
7	very heavy (85-100% IA)	\$3,470.15	\$3,817.17	\$347.02

Household Example: Utility Rate Increase

Lake Forest Park Residential Customer

Increase:

Monthly about \$ 5.32

Annually \$ 63.79

2023 Monthly:

Sewer Rate	\$72.88
Surface Water	<u>\$20.52</u>
Total	\$93.40

2023 Annually:

Sewer Rate	\$ 874.56
Surface Water	<u>\$ 246.24</u>
Total	\$1,120.80

2022 Monthly:

Sewer Rate	\$69.43
Surface Water	<u>\$18.65</u> (rounded)
Total	\$88.08

2022 Annually:

Sewer Rate	\$ 833.16
Surface Water	<u>\$ 223.85</u>
Total	\$1,057.01

User Fee Rate Increases

- 1) Building Code – fees vary for individual permits and services
- 2) False Alarm Fines from \$50-100 to \$52-\$103
- 3) Passport Photos from \$16 to \$20
- 4) Sewer Water Rate increase \$3.45/month
Residential from \$69.43 to \$72.88
- 5) Surface Water Rate increase \$22.39 annually
Single Family Residential from \$223.85 to \$246.24
- 6) Technology Fee from 5% to 10%

Internal Service Funds

Fund 501: Vehicle & Equipment Replacement Fund

- Change Name
- Update Fund Description

Fund 502: Information Technology Fund

- Proposed Newly Created Fund
- Separately fund/track IT related expenses



City Council Questions/Comments

❖ Open Public Hearing: 2023-2024 Biennial Budget

CITY OF LAKE FOREST PARK
CITY COUNCIL WORK SESSION MEETING MINUTES
October 13, 2022

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

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

Councilmembers absent: none

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

Others present: 2 visitors

CALL TO ORDER

Mayor Johnson called the October 13, 2022, 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. Furutani seconded. The motion to approve the agenda as presented carried unanimously.**

Proposed 2023-2024 Biennial Budget - City Council Deliberations and Recommendations

Finance Director Vaughn gave a short presentation regarding the six-year forecast for the city's general fund, and answered questions from the council.

ADJOURNMENT

There being no further business, Mayor Johnson adjourned the meeting at 6:52 p.m.

Jeff Johnson, Mayor

Matt McLean, City Clerk

**CITY OF LAKE FOREST PARK
CITY COUNCIL REGULAR MEETING MINUTES
October 13, 2022**

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

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

Councilmembers absent: none

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

Others present: 12 visitors

CALL TO ORDER

Mayor Johnson called the October 13, 2022 City Council regular meeting to order at 7:00 p.m.

FLAG SALUTE

Mayor Johnson gave the Pledge of Allegiance.

ADOPTION OF AGENDA

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

PRESENTATIONS – Introduction of Human Resources Director

City Administrator Hill introduced Human Resources Director Shannon Moore.

Ms. Moore introduced herself to the Council.

PROCLAMATION – Breast Cancer Awareness Month

Cmbr. Kassover read the proclamation.

PROCLAMATION – Domestic Violence Awareness Month

Mayor Johnson read the proclamation.

PUBLIC HEARING – Ordinance 1250/Adoption of 2018 International Building Code, other Construction-related Codes, and the International Fire Code with Amendments

Building Official Killman presented the item and responded to questions.

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

There were no comments from the public.

Mayor Johnson closed the public hearing.

ORDINANCE 1250/Adoption of 2018 International Building Code, other Construction-related Codes, and the International Fire Code with Amendments

Cmbr. Riddle moved to approve as presented Ordinance 1250/Adoption of 2018 International Building Code, other Construction-related Codes, and the International Fire Code with Amendments. **Cmbr. Kasover seconded. The motion to approve Ordinance 1250 carried unanimously.**

DISCUSSION – Updates to the Building Permit Fees

Building Official Killman and Director Perrigo presented the proposed increases in building fees and responded to questions from the Council. The proposed increases in the building fees will be considered for approval at a future meeting.

CITIZEN COMMENTS

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

- Mary Heck, Lake Forest Park resident, addressed the Council regarding the Sound Transit project related to her home and the removal of her driveway will make her home inaccessible.
- Jeff Snedden, Lake Forest Park resident, spoke about the importance of protecting the Bsche'tla Creek.
- Julian Andersen, Lake Forest Park resident, spoke about the importance of protecting the Bsche'tla Creek from development.

CONSENT CALENDAR

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

1. September 22, 2022 City Council Special Work Session Meeting Minutes
2. September 22, 2022 City Council Regular Meeting Minutes
3. September 26, 2022 City Council Budget and Finance Committee Special Meeting Minutes
4. Approval of City Expenditures for the Period Ending October 13, 2022, covering Claims Fund Check Nos. 84041 through 84107 in the amount of \$560,982.59, Payroll Fund ACH transactions in the amount of \$329,689.70, and direct deposit transactions in the amount of \$335,944.27 are approved; additional ACH transactions Invoice Cloud, \$2,031.20; US Bank, \$45,479.09; Washington State Excise Tax, \$5,786.68; Wex Bank, \$121.19; total approved Claims Fund transactions, \$1,226,616.56

RESOLUTION 1858/Interlocal Agreement with City of Shoreline Regarding Design of Improvements for the 25th Avenue NE Ballinger Creek Habitat and Flood Reduction Project

Director Perrigo presented the item and responded to questions.

Cmbr. Kassover moved to waive the three-touch rule. **Cmbr. Furutani seconded. The motion to waive the three-touch rule carried unanimously.**

Cmbr. Kassover moved to approve as presented Resolution 1858/Authorizing the Mayor to Sign the Interlocal Agreement with City of Shoreline Regarding Design of Improvements for the 25th Avenue NE Ballinger Creek Habitat and Flood Reduction Project. **Deputy Mayor French seconded. The motion to approve Resolution 1858 carried unanimously.**

ORDINANCE 1251/Amending Section 10.06.010 of the Lake Forest Park Municipal Code regarding Authorization for Traffic Safety Cameras in School Walk Areas and in Public Park Speed Zones

Deputy Mayor French presented the item and responded to questions.

ORDINANCE 1252/Adopting the National Association of City Transportation Officials' 2020 City Limits, Setting Safe Speed Limits on Urban Streets

Deputy Mayor French presented the items and responded to questions.

Cmbr. Furutani moved to approve as presented Ordinance 1251/Amending Section 10.06.010 of the Lake Forest Park Municipal Code regarding Authorization for Traffic Safety Cameras in School Walk Areas and in Public Park Speed Zones with the amendment that placement of the cameras should be approved by the council. **Deputy Mayor French. The motion to approve Ordinance 1251 as amended carried unanimously.**

Deputy Mayor French moved to approve as presented Ordinance 1252/Adopting the National Association of City Transportation Officials’ 2020 City Limits, Setting Safe Speed Limits on Urban Streets. **Cmbr. Furutani seconded. The motion to approve Ordinance 1252 carried unanimously.**

RESOLUTION 1859/Authorizing the Staff to Contract for Cloud Storage Services with Axon Enterprise, Inc.

Chief Harden presented the item and responded to questions.

Cmbr. Bodi moved to waive the three-touch rule. **Cmbr. Riddle seconded. The motion to waive the three-touch rule carried unanimously.**

Cmbr. Bodi moved to approve as presented Resolution 1859/Authorizing the Staff to Contract for Cloud Storage Services with Axon Enterprise, Inc. **Cmbr. Riddle seconded. The motion to approve Resolution 1859 carried unanimously.**

ORDINANCE 1249/Amending Chapter 13.08 of the Lake Forest Park Municipal Code, Sewer Service and Use, Regarding Rates

Finance Director Vaughn presented the item and responded to questions.

Cmbr. Kassover moved to approve as presented Ordinance 1249/Amending Chapter 13.08 of the Lake Forest Park Municipal Code, Sewer Service and Use, Regarding Rates. **Cmbr. Riddle seconded. The motion to approve Ordinance 1249 carried unanimously.**

COUNCIL COMMITTEE REPORTS/COUNCIL/MAYOR/CITY ADMINISTRATOR REPORTS

Councilmembers reported on meetings they attended.

ADJOURNMENT

There being no further business, the meeting was adjourned at 9:22 p.m.

Jeff Johnson, Mayor

Matthew McLean, City Clerk

City of Lake Forest Park
SORTED TRANSACTION CHECK REGISTER
10/27/2022

VOUCHER CERTIFICATION AND APPROVAL

We, the undersigned members of the Finance Committee of the City of Lake Forest Park, Washington, do hereby certify that the merchandise or services hereinafter specified have been received, and that CLAIM FUND Check Nos. 84108 through 84152 in the amount of \$85,453.43, PAYROLL FUND ACH transactions in the amount of \$147,882.62 and DIRECT DEPOSIT transactions in the amount of \$153,378.49 are approved for payment this 27th day of October, 2022.

Additional approved transactions are:

ACH transaction Elavon in the amount of \$552.19

ACH transaction Lexis Nexis in the amount of \$264.97

ACH transaction Wex Bank in the amount of \$211.56

Total approved claim fund transactions: \$387,743.26



City Clerk

Mayor


Finance Committee

Accounts Payable

Voucher Approval Document

User: dmeagher
Printed: 10/20/2022 - 2:28PM
Batch: 00027.10.2022



Section 8, Item C.

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

CERTIFICATION

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

SIGNED - CITY ADMINISTRATOR OR DESIGNEE

Fund	Description	Amount
001	General Fund	62,227.77
101	Street Fund	4,930.68
302	Transportation Capital Fund	3,467.27
401	Sewer Utility Fund	6,754.86
403	Surface Water Fund	4,548.54
404	Surface Water Capital Fund	3,462.50
501	Vehicle Equip Replacement Fund	473.28
631	Treasurer's Clearing Fund	617.25
Report Total:		86,482.15

Bank Reconciliation

Section 8, Item C.

Checks by Date

User: dmeagher
 Printed: 10/21/2022 - 12:10PM
 Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	10/27/2022	Elavon		AP		552.19
0	10/27/2022	LexisNexis Risk Data Mgmt. Inc.		AP		264.97
0	10/27/2022	Wex Bank - Chevron		AP		211.56
84108	10/27/2022	AARD Pest Control, Inc		AP		109.00
84109	10/27/2022	Washington Courts/Admin. Office of th		AP		13.00
84110	10/27/2022	Aurora Rents, Inc.		AP		86.48
84111	10/27/2022	Cadman Materials, Inc.		AP		771.07
84112	10/27/2022	Center for Human Services		AP		6,750.00
84113	10/27/2022	Lindsay Custer		AP		150.00
84114	10/27/2022	Databar		AP		2,696.02
84115	10/27/2022	Washington State Department of Licens		AP		273.00
84116	10/27/2022	Eastside Public Safety Comm.		AP		1,770.07
84117	10/27/2022	Evermark, LLC		AP		25.73
84118	10/27/2022	Gordon Thomas Honeywell Gov't. Affa		AP		3,000.00
84119	10/27/2022	Home Depot/GEFCF		AP		40.79
84120	10/27/2022	Imaging Spectrum, Inc.		AP		617.86
84121	10/27/2022	IWORQ Systems		AP		14,500.00
84122	10/27/2022	Johnston Group, LLC		AP		3,925.00
84123	10/27/2022	Thomas Jordan		AP		94.82
84124	10/27/2022	King County Finance		AP		5,254.31
84125	10/27/2022	King County Finance		AP		1,035.00
84126	10/27/2022	King County Pet License		AP		183.00
84127	10/27/2022	KDH Consulting, Inc		AP		418.80
84128	10/27/2022	The Praetorian Group		AP		1,738.00
84129	10/27/2022	Loomis		AP		172.00
84130	10/27/2022	Madrona Law Group, PLLC		AP		14,018.47
84131	10/27/2022	Pamela McConville		AP		36.22
84132	10/27/2022	McNamara Industries Inc		AP		1,102.50
84133	10/27/2022	Navia Benefit Solutions		AP		150.00
84134	10/27/2022	Office Depot, Inc.		AP		242.78
84135	10/27/2022	Peerless Network, Inc		AP		1,100.92
84136	10/27/2022	Puget Sound Energy		AP		317.89
84137	10/27/2022	Puget Sound Executive Services, Inc.		AP		1,264.00
84138	10/27/2022	Public Safety Testing, Inc.		AP		370.00
84139	10/27/2022	Red Carpet Building Maint. Inc.		AP		4,812.77
84140	10/27/2022	Shoreline/LFP Arts Council		AP		6,250.00
84141	10/27/2022	City of Shoreline		AP		3,993.50
84142	10/27/2022	Shoreline Senior Center		AP		4,500.00
84143	10/27/2022	Signature Forms Inc.		AP		400.22
84144	10/27/2022	Snohomish County Sheriff's Office		AP		21.15
84145	10/27/2022	Staples Advantage		AP		277.39
84146	10/27/2022	TK Elevator Corporation		AP		797.38
84147	10/27/2022	TransUnion Vantage Data		AP		0.39
84148	10/27/2022	Karise and Edward Swainson		AP		208.29
84149	10/27/2022	United Rentals Northwest, Inc.		AP		54.48
84150	10/27/2022	Utilities Underground Location Ctr.		AP		86.43

Check No	Check Date	Name	Comment	Module	Clear Date	Section 8, Item C.
84151	10/27/2022	Washington State Patrol		AP		161.25
84152	10/27/2022	Yakima County		AP		1,663.45
						=====
Total Check Count:						48
						=====
						=====
Total Check Amount:						86,482.15
						=====

Accounts Payable

Checks by Date - Summary by Check Date

User: aheller
 Printed: 10/20/2022 8:16 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	LEOFFTR	LEOFF TRUST	10/21/2022	35,480.66
ACH	NAVIA	Navia Benefit Solutions, Inc.	10/21/2022	233.28
ACH	NAVIAFSA	Navia - FSA	10/21/2022	228.41
ACH	TEAMDR	National D.R.I.V.E.	10/21/2022	4.45
ACH	TXSDU	Texas State Disbursement Unit (SDU)	10/21/2022	1,015.76
ACH	WASUPREG	Washington State Support Registry	10/21/2022	200.00
ACH	Z457	Vantagepoint Transfer Agents-304508 ICM	10/21/2022	6,610.67
ACH	ZAFAC	Aflac	10/21/2022	74.75
ACH	ZAWC	AWC	10/21/2022	1,633.23
ACH	ZEMPSEC	Employment Security Dept.	10/21/2022	450.11
ACH	ZGUILD	LFP Employee Guild	10/21/2022	687.50
ACH	ZICMA	Vantagepoint Transfer Agents-107084 ICM	10/21/2022	28,918.23
ACH	ZL&I	Washington State Department of Labor & I	10/21/2022	6,274.93
ACH	ZLEOFF	Law Enforcement Retirement	10/21/2022	12,442.52
ACH	ZLFPIRS	Lake Forest Park/IRS	10/21/2022	27,766.04
ACH	ZPERS	Public Employees Retirement	10/21/2022	25,324.90
ACH	ZTEAM	Teamsters Local Union #117	10/21/2022	202.28
ACH	ZWATWT	Washington Teamsters Welfare Trust	10/21/2022	334.90
Total for 10/21/2022:				147,882.62
Report Total (18 checks):				147,882.62

Bank Reconciliation

Checks by Date

User: dmeagher
Printed: 10/21/2022 - 12:24PM
Cleared and Not Cleared Checks



Section 8, Item C.

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	10/21/2022		DD 00521.10.2022	PR		153,378.49
Total Check Count:						1
Total Check Amount:						153,378.49



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	October 27, 2022
Originating Department	Public Works
Contact Person	Andrew Silvia, Senior Project Manager
Title	Resolution1862/ Authorizing the Mayor to Sign a Professional Services Contract Agreement with Consor North America, Inc. for On-Call Professional Services

Legislative History

- First Presentation October 27, 2022 Regular Meeting

Attachments:

- Resolution #### Authorizing the Mayor to Sign a Professional Services Contract Agreement with Consor North America, Inc. for On-Call Professional Services
- Professional Services Agreement with Consor North America, Inc.

Executive Summary

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

Background

DPW requires professional engineering and related professional services support to complete a variety of routine customer service and project-related tasks such as the design of spot repairs to public assets, preparation of applications for permits and grant funding, limited investigation or study of public utility and other systems’ performance and policies, and similar tasks. Currently, DPW procures and contracts these services separately, one task at a time. Deliberate procurement and contracting processes such as these are appropriate for supporting large or unique projects, but their associated level of effort is outsized for routine, small-scale work assignments, and, as such, constitute an inefficient use of staff time. Staff time would be more efficiently used by establishing a single contract

for an indefinite quantity of professional services across a broad array of basic service categories, including surface and stormwater engineering, sanitary sewer engineering, transportation, and traffic control systems engineering, land surveying, project management support, and others. The proposed On-Call Professional Services contract would enable this right-sized approach to completing routine work.

DPW negotiated the proposed contract with Consor following an evaluation of statements of qualifications (SOQ) obtained from the MRSC Consultant Roster. SOQs were evaluated for a limited number of consultants, including those listed on rosters applicable to the proposed contract's core service categories (sewer, stormwater, and transportation systems design and planning). DPW's selection of Consor was based on their focus on public sector work, their experience serving communities of similar size to Lake Forest Park, and the relevance and success of their on-call and other municipal projects. The contract would be valued at \$250,000.00, though no specific quantity of work or segment of this budget would be guaranteed to the Consultant. The contract budget would be utilized as needed and per the terms of work assignments authorized for defined scopes of work and fees. The contract will limit the value of work assignments authorized by staff to \$30,000. Work assignments valued at more than \$30,000 would require Council authorization prior to execution of any such work assignments. These practices are consistent with professional services contract signing authority limits provided in Resolution 1399.

Fiscal & Policy Implications

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

<u>Fund Number & Account Description</u>	<u>2023-2024 Proposed Budget</u>	<u>Amount for this Contract</u>
403 – Professional Services Engineering	\$373,000	\$80,000
401 – Professional Services	\$125,000	\$45,000
302 – Professional Services	\$100,000	\$100,00
101 – Professional Services	\$70,000	\$25,000
		Sum = \$250,000

Alternatives

<i>Options</i>	<i>Results</i>
Adopt Resolution	The City will contract with Consor North America, Inc. for On-Call Professional Services.
No Action	The City will not contract with Consor North America, Inc. Routine types of work expected to be performed under this contract will continue to be contracted separately.

Staff Recommendation

Review the proposed contract with Consor North America, Inc. for on-call professional services and provide staff with any questions or feedback.

RESOLUTION NO. 1862

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

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

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

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

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

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

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

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

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

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

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

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

Consultant Business: Consor North America, Inc.

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

Consultant Phone: (206) 462-7030

Consultant Fax: N/A

Contact Name Brent Robinson

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

Federal Employee ID No.: 93-0768555

Authorized City Representative for this contract: Andrew Silvia

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

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

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

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

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

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

The project manager(s) of the Work shall be Brent Robinson. 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 and fifty-thousand Dollars (\$250,000.00). Consultant shall be paid in such incremental amounts as are authorized by executed Work Assignment Authorizations, the form of which attached as Exhibit B, which shall be full compensation for the Exhibit A Work. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

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

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

3. Request for Payment.

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

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

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

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

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

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

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

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

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

8. Insurance.

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

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

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

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

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any

renewal policy shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. Notices.

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

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

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

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

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

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

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

	CONSULTANT:
CITY OF LAKE FOREST PARK WASHINGTON	Consort North America, Inc.
By: _____ Jeff Johnson, Mayor	By: _____ Signature
_____	_____
Date	Typed/Printed Name
	Title: _____

	Date: _____
ATTEST:	
_____ Evelyn Jahed, City Clerk Date: _____	
APPROVED AS TO FORM:	
_____ Kim Adams Pratt, City Attorney Date: _____	

EXHIBIT A
SCOPE OF WORK

EXHIBIT A

SCOPE OF WORK

On-Call Professional Services

City of Lake Forest Park

Introduction and Background

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

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

Task 1 - Contract Management

Objective

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

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

Task Deliverables

Deliverables may include, but are not limited to:

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

Task 2 – Project Management Support

Objective

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

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

Task Deliverables

Deliverables may include, but are not limited to:

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

Task 3 – Grant and Funding Support

Objective

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

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

Task Deliverables

Deliverables may include, but are not limited to:

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

Task 4 – Public Outreach Support

Objective

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

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

Task Deliverables

Deliverables may include, but are not limited to:

- Public Outreach Plans
- Public Outreach Materials

Task 5 – Transportation and Traffic Management Systems Support

Objective

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

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

Task Deliverables

Deliverables may include, but are not limited to:

- Technical and planning memoranda
- Design deliverables

Task 6 – Surface and Stormwater Management Support

Objective

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

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

Task Deliverables

Deliverables may include, but are not limited to:

- Technical and planning memoranda
- Design deliverables

Task 7 – Sanitary Sewer Management Support

Objective

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

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

Task Deliverables

Deliverables may include, but are not limited to:

- Technical and planning memoranda
- Design deliverables

Task 8 – Geotech and Hydrogeological Support

Objective

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

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

Task Deliverables

Deliverables may include, but are not limited to:

- Technical memoranda
- Design related deliverables

Task 9 – Landscape Architecture Support

Objective

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

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

Task Deliverables

Deliverables may include, but are not limited to:

- Monitoring Plans
- Work orders
- Technical memorandums

Task 10 – Permitting Support

Objective

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

Task Deliverables

Deliverables may include, but are not limited to:

- Prepared Permit Applications
- Permitting strategy reports

Task 11 – Surveying Support

Objective

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

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

Task Deliverables

Deliverables may include, but are not limited to:

- Survey mapping
- Short plats

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

Task 12 – Geographic Information Systems Support

Objective

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

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

Task Deliverables

Deliverables may include, but are not limited to:

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

Task 13 – Right of Way Acquisition Support

Objective

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

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

Task Deliverables

Deliverables may include, but are not limited to:

- Prepared appraisals and acquisition-related documentation

Task 14 – Cost Estimating Support

Objective

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

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

Task Deliverables

Deliverables may include, but are not limited to:

- Construction Cost Estimates
- Professional Services Cost Estimates

Task 15 – Construction Engineering and Management Support

Objective

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

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

Task Deliverables

Deliverables may include, but are not limited to:

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

Task 16 – Policy Development

Objective

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

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

Task Deliverables

Deliverables may include, but are not limited to:

- New or Refined Policy language
- Research and development memoranda

Task 17 – Professional Peer Review Support

Objective

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

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

Task Deliverables

Deliverables may include, but are not limited to:

- Review Comments
- Workshop Materials
- Summary memoranda

EXHIBIT B
WORK ASSIGNMENT AUTHORIZATION FORM

ON-CALL PROFESSIONAL SERVICES
WORK ASSIGNMENT AUTHROIZATION

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

CONSULTANT(S): Consor North America, Inc.

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

Scope of Work:

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

or

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

Work Assignment Budget:

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

Work Assignment Completion Date: MONTH DD, YYYY

Approvals:

Consultant Project Manager Signature: _____ Date: _____

Work Assignments less than \$30,000.00

Public Works Director Signature: _____ Date: _____

Work Assignments greater than \$30,000.00:

Mayor Signature: _____ Date: _____

Authorization per City Council Resolution No.: _____

EXHIBIT C
CONSULTANT HOURLY RATES OF PAY

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

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

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

Project Expenses:

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

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

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

Barney and Worth Hourly Rates for Professional Services

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

GENERAL TERMS AND CONDITIONS

AGREEMENT FOR PROFESSIONAL SERVICES

Dated:

To:

Re:

1. Professional Services

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

Groundwater Consulting - \$175

Expert Services - \$200

Expert/Litigation Services - \$250

2. Reimbursable Expenses

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

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

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

4. Use Of Subconsultants and Consultants

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

5. Standard of Care

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

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

2022 CHARGE RATES

PROFESSIONAL STAFF

HOURLY RATE

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

TECHNICAL STAFF

Office Technician I	\$98.00
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FIELD STAFF

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

ADMINISTRATIVE STAFF

Administrative Support	\$98.00
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SUBCONSULTANTS

APS Locators	\$100.00
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EXPENSES

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

TRAVEL

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

SUBCONSULTANTS

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

INVOICING PROCEDURE

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



GEOSCIENCES INC.
DBE/MWBE

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

HWA GEOSCIENCES INC.

2022 HOURLY AND BILLING RATES

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

Notes: * Represents Capped Billing Rate



9/28/2022

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

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



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	October 27, 2022
Originating Department	Public Works
Contact Person	Andrew Silvia, Senior Project Manager
Title	Resolution 1863/Authorizing the Mayor to Sign a Professional Services Contract Agreement with V+M Structural Design, Inc. for the Town Center to Burke-Gilman Trail Connector- Phase 2: 30% Design

Legislative History

- First PresentationOctober 27, 2022 Regular Meeting

Attachments:

- Resolution 1863/Authorizing the Mayor to Sign a Professional Services Contract Agreement with V+M Structural Design, Inc. for the Town Center to Burke-Gilman Trail Connector- Phase 2: 30% Design
- Professional Services Agreement with V+M Structural Design, Inc.
- WA Department of Commerce Grant Award Letter (via email)

Executive Summary

The Department of Public Works (DPW) recommends the award of a professional services contract to V+M Structural Design, Inc. (“Consultant”) in the amount of \$99,148.00 to complete 30% design of the Town Center to Burke-Gilman Trail Connector project. This contract would enable the City to further validate the feasibility and better define the requirements of up to two grade-separated crossing project designs. The contract will be fully funded by a grant from the WA Department of Commerce awarded earlier this year.

Background

The City undertook a “Type, Size, and Location Study” (TS&L Study) over the last two years to develop and evaluate conceptual design options for a grade-separated crossing of Bothell Way NE (SR 522) for active transportation uses. During the TS&L Study, the conceptual designs of three distinct crossing options were developed, and a planning-level evaluation of the impacts and project delivery

requirements of each option was completed. One design option—a mid-block overpass of SR 522—was advanced to 10% design during the TS&L Study due to limited funding and uncertainty related to a below grade crossing. With these additional funds, an underpass at the intersection of SR 522 and SR 104 will be further explored to determine feasibility. The City seeks to advance this next stage of project development—30% design—under the proposed contract. The approach to completing this work would begin with the preparation of preliminary (10%) design plans illustrating the below grade option. The two preliminary designs would then undergo key stakeholder review to determine which alternative would be further developed to a 30%± level. Preparation of 30% design will afford the City higher confidence in expectations set for the project’s implementation requirements, barriers, or “fatal flaws.”

The City retained the Consultant to complete the TS&L Study. City staff were satisfied with the Consultant’s performance and finds them the most qualified and best positioned to efficiently complete the project’s 30% design. Accordingly, City staff sought and were provided the Consultant’s proposal to complete 30% design of the project and find its scope and level of effort/fee to be appropriate for the required work.

Fiscal & Policy Implications

As shown in Attachment 3, the City was recently awarded a \$99,910.00 grant from the WA Department of Commerce to complete 30% design of the project. City staff expects to submit the grant agreement to Council for approval by the end of the year. The Mayor will not execute the contract until Council approves the grant agreement with the WA Department of Commerce. The grant would fully support the proposed contract price (\$99,148.00) with no allocations from City sources required as a matching contribution.

Alternatives

Options	Results
Adopt Resolution	The City will contract with V+M Structural Design, Inc. for Town Center to Burke-Gilman Trail Connector – Phase 2: 30% Design. The Mayor will not execute the contract until Council approves the grant agreement with the Commerce Department. Contract work would begin upon issuance of the City’s Notice to Proceed to the Consultant.
No Action	The City will not contract with V+M Structural Design, Inc.

Staff Recommendation

Move to adopt Resolution 1863 authorizing the Mayor to sign a contract with V+M Structural Design, Inc. for the Town Center to Burke-Gillman Trail Connector – Phase 2: 30% Design.

RESOLUTION NO. 1863

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICES CONTRACT AGREEMENT WITH V+M STRUCTURAL DESIGN, INC. FOR TOWN CENTER TO BURKE-GILMAN TRAIL CONNECTOR – PHASE 2: 30% DESIGN.

WHEREAS, the City desires to complete 30% design of a grade-separated crossing of Bothell Way NE (SR 522) for active transportation connections between the Town Center and Burke-Gilman Trail, having undertaken a Type, Size, and Location Study (the “TS&L study”) of this capital project over the last two years; and

WHEREAS, V+M Structural Design, Inc. (the “Consultant”) was retained to complete the TS&L study and City staff were satisfied with the Consultant’s performance; City staff finds the Consultant qualified and best positioned to efficiently advance the project design to a 30% level; and

WHEREAS, the Consultant provided the City with a proposal to complete 30% design of the project, which City staff have reviewed and found acceptable;

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

Section 1. AUTHORIZATION TO EXECUTE AGREEMENT. The City Council of the City of Lake Forest Park authorizes the Mayor to sign the agreement with V+M Structural Design, Inc. included herewith as Attachment 1.

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

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

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

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

CITY OF LAKE FOREST PARK
PROFESSIONAL SERVICES AGREEMENT
Agreement Title: Town Center to Burke-Gilman Trail Connector –
Phase 2: 30% Design

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and V+M Structural Design, Inc. (the "Consultant"), is dated this _____ day of _____ 20_____.

Consultant Business: V+M Structural Design, Inc.
Consultant Address: 2212 Queen Anne Ave N #530, Seattle WA 98109
Consultant Phone: 206-880-1533
Consultant Fax: n/a
Contact Name Schaun Valdonis
Consultant e-mail: schaun@vm-structural.com
Federal Employee ID No.: 83-0615837
Authorized City Representative for Andrew Silvia
this contract:

WHEREAS, the City desires to complete 30% design of a grade-separated crossing of Bothell Way NE (SR 522) for active transportation connections between the Town Center and Burke-Gilman Trail, having undertaken a Type, Size, and Location Study of this capital project over the last two years; and

WHEREAS, the Consultant was retained to complete the TS&L study, and City staff were satisfied with the Consultant’s performance of this contract work, and finds them qualified and best positioned to advance development of the project design to a 30% level; and

WHEREAS, the Consultant provided the City with a proposal to complete 30% design of the project, which City staff have reviewed and found acceptable;

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 Town Center to Burke-Gilman Trail Connector – Phase 2: 30% Design” project (“collectively “Scope of Work” or the “Work”). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

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

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

Exhibit A Work shall commence when the City issues a notice to proceed and it shall be completed no later than December 31, 2023, unless the completion date is extended in writing

by the City. Notwithstanding the foregoing, Consultant shall not be responsible for any delay or failure to meet deliverable deadlines if such delay or failure was caused in whole or in part by a delay or failure of the City.

2. Compensation.

A. The total compensation to be paid to Consultant for the Work in Exhibit A, including all services and expenses, shall not exceed ninety-nine thousand, one hundred, forty-eight Dollars (\$99,148.00) 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@cityofflp.gov, its request for payment of Exhibit A Work, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

4. Work Product. The Consultant shall submit all reports and other documents specified in Exhibits A 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, Senior Project Manager
Department of Public Works
17425 Ballinger Way NE
Lake Forest Park, WA 98155

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

V+M Structural Design, Inc.
Attn: Schaun Valdonis
2212 Queen Anne Ave N #530
Seattle, WA 98109

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

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

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the last date signed below.

	CONSULTANT:
CITY OF LAKE FOREST PARK WASHINGTON	V+M Structural Design, Inc.
By: _____ Jeff Johnson, Mayor	By: _____ Typed/Printed Name:
_____	_____ Signature
Date _____	_____ Title
	_____ Date

ATTEST:	
Matthew McLean, City Clerk	
Date:	
APPROVED AS TO FORM:	
Kim Adams Pratt, City Attorney	
Date:	



EXHIBIT A

SCOPE OF WORK

City of Lake Forest Park

Town Center to Burke-Gilman Trail Connector – Phase 2: 30% Design

October 6, 2022

During the term of this Agreement, the consultant team (Consultant) including the prime and subconsultants shall perform professional services for the City of Lake Forest Park (LFP) to advance the design of a tunnel alternative (or bridge) for the Town Center to Burke-Gilman Trail Connector (Project).

The Scope and Level of Effort for Phase 2 of the design includes:

- Phase 2A: 10% Design of Tunnel Option
- Phase 2B: Light 30% Design of Tunnel Option, or
30% Design of Bridge Option

Additional future phases are not included in this scope.

Project tasks and subtasks of Phase 2 are described in the Scope of Work below.

Project Description

LFP desires to design a pedestrian/bicycle non-motorized grade-separated crossing of SR-522 to connect the Lake Forest Park Town Center to the Burke-Gilman Trail (BGT). Overpass and underpass options were evaluated in Phase 1 of the project. Phase 2 will take a two-staged approach to progress the design development. In Phase 2A, the tunnel option will be studied to determine if a more optimal geometry can be achieved, and a 10% tunnel design will be presented to King County Parks as follow up to the previous charrette to request approval of the updated tunnel alternative.

In Phase 2B, it is anticipated there will be two potential outcomes from the meeting with King County Parks. The first outcome is approval given by King County for the tunnel. Design would then advance on the tunnel to a Light 30%. If approval is not obtained for the tunnel alternative, the overpass option would be advanced with the midblock crossing and south ramp parallel to the BGT to minimize grade impacts to existing trail.

The proposed tunnel option consists of a trenched segment of the Burke-Gilman Trail (BGT) to achieve necessary clearance under SR 522 and daylight into a sunken plaza with stairs and ramps (aka “stramps”) on the north end of the tunnel. A skewed tunnel alignment under SR 522 was proposed in Phase 1 to accommodate for the required length of ramp for the BGT’s intersection with the tunnel and is limited by constraints of Lyon Creek at the west end of the trench and the location of the Ballinger Way slip lane east of the proposed stramp. The tunnel alignment will be re-evaluated in Phase 2A to determine if a more direct, perpendicular orientation is feasible. This would require realignment of the Ballinger Way slip lane



and re-routing Lyon Creek to cross the BGT further west essentially extending the creek from the culvert perpendicularly across the BGT. Environmental considerations will be summarized as part of Phase 2A.

If the revised tunnel option is accepted by King County Parks at the end of Phase 2A, the design will then be developed to a “light” 30% level in Phase 2B. However, if the bridge is still the preferred option, then the bridge design preferred by King County in Phase 1 will be progressed to a 30% design level. This alignment of the bridge crosses the SR 522 at mid-block, to the east of the driveway entrance into the Town Center site. The proposed design consisted of an overpass over the SR 522 with south approach structure parallel and north of the BGT.

The selected grade separated structure will conform to AASHTO Shared-Use Path Guidelines and provide a safe pedestrian/bike route across SR 522 roadway for users connecting with the BGT, LFP Town Center, transit, and other local destinations.

The general scope of Phase 2 will include:

Phase 2A:

- Evaluating the feasibility of squaring the alignment of the tunnel with SR 522. This will include:
 - a. Evaluating the environmental implications of re-routing Lyon Creek.
 - b. A high-level assessment of impacts of the new alignment on existing utilities.
- Preparing 10% design drawings for the revised underpass alignment.

Phase 2B – Either Tunnel or Bridge Option:

- Advancing design to either:
 - a. A “light” 30% design drawing package for the tunnel option, OR
 - b. A 30% design drawing package for the bridge option.
- Developing 30% construction staging sequence and temporary trail detours drawings.
- Preparing a geotechnical memo confirming a proof-of-concept review for the selected design.
- Preparing a Cost Estimate for the selected option, either tunnel or bridge.

For the tunnel option, “light” means the 30% will not have several aspects of the design developed to a level that a typical 30% design would be to. This is due to the limited budget for this phase and will mean the geotechnical, civil, stormwater, utility relocations, permitting, and landscape architecture will only be evaluated at a high level in Phase 2B. These details will need to be completed under a future phase of work.

Project Extents

The project extents of the grade separated crossings of SR 522, as developed on the 10% plans, is shown below.

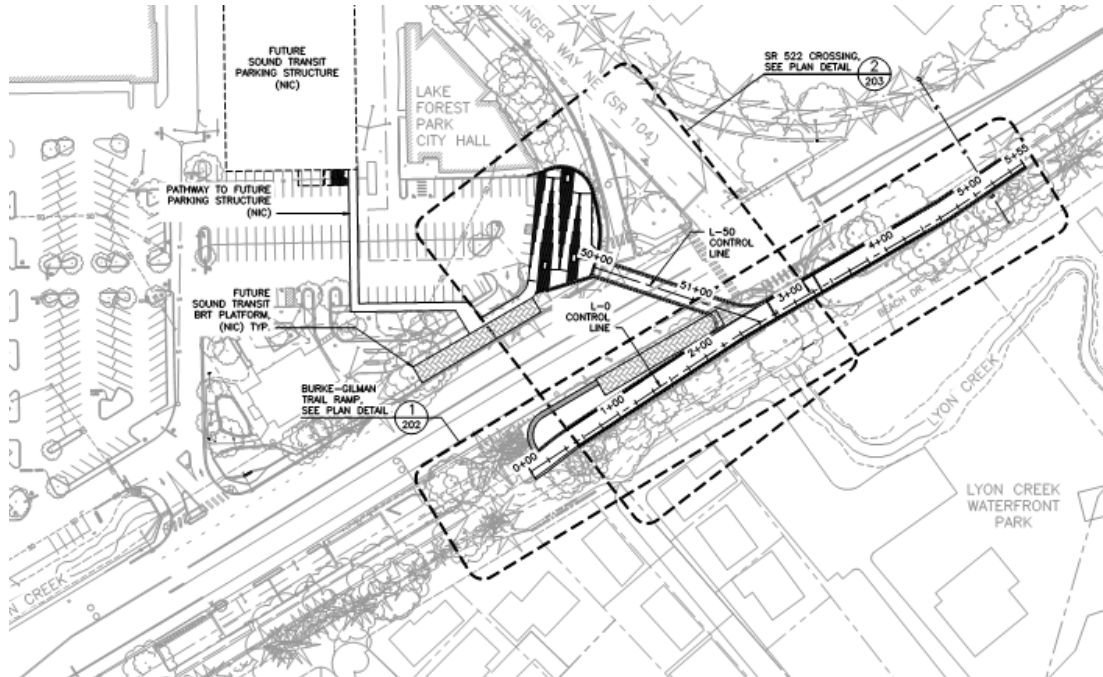


Figure 1: Project Extents of Tunnel Option

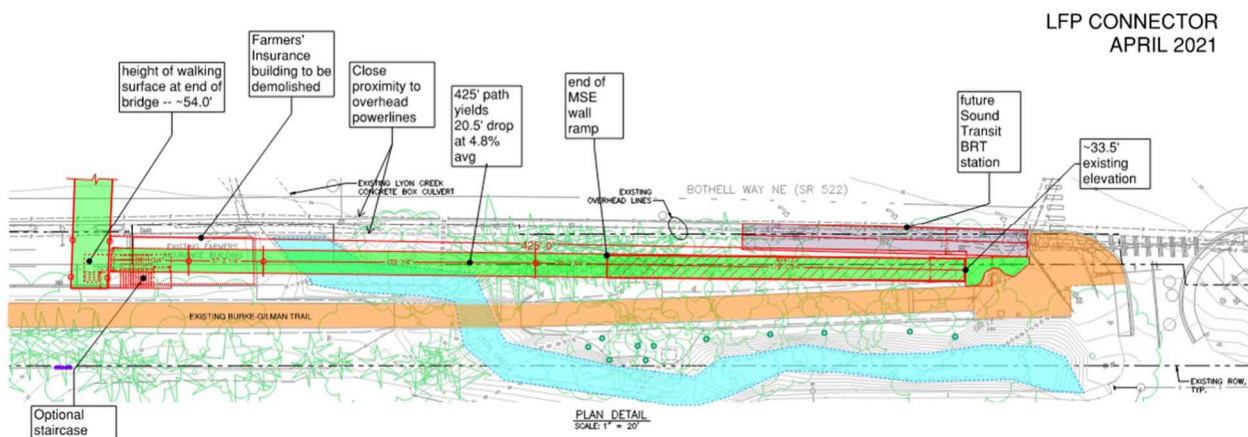


Figure 2: Project Extents of Bridge Option



Project Schedule

The anticipated project schedule for Phase 2 (30% Design) is as shown below. The key milestone dates for Phase 2 have been roughly indicated in the schedule.

The project schedule may be subject to adjustment by mutual agreement, whether initiated by LFP or Consultant.

The following preliminary schedule is proposed to develop the 30% design package:

- January 2023: Anticipated Notice to Proceed
- March 2023: Submission of 10% Drawings for revised tunnel option
- May 30, 2023: Confirmation of selected option to advance towards 30% design
- July 2023: Submission of “light” 30% Design Package for the tunnel or 30% Design Package for the bridge option.

Intellectual Property

The documents listed as “**Deliverables**” in the Detailed Task Description of this scope of work and other exhibits or presentations for the work covered by this AGREEMENT and associated supplements will be furnished by the Consultant to LFP upon completion of the various tasks of work. Whether the documents are submitted in electronic media or in tangible format, any use of the materials on another project or on extensions of this project beyond the use for which they were intended, or any modification of the materials or conversion of the materials to an alternate system or format will be without liability or legal exposure to Consultant. LFP will assume all risks associated with such use, modifications, or conversions. The Consultant may remove from the electronic materials delivered to LFP, all references to the Consultant involvement and will retain a tangible copy of the materials delivered to LFP which will govern the interpretation of the materials and the information recorded.

PHASE 2 – DETAILED TASK DESCRIPTION

General Assumptions:

1. *The level of effort for each task and subtask is limited to the amount of labor and expenses indicated in Level of Effort provided in Exhibit B. The budget may be transferred between tasks, provided the total contracted amount is not exceeded.*
2. *Additional services beyond the described services herein will be considered Extra Work.*
3. *The Project duration is anticipated to be seven (7) months for Phase 2 as described in the schedule above.*
4. *The Consultant is responsible for meeting deadlines for their tasks only; Consultant has no control over those portions of the schedule related to the tasks performed by LFP or any third party.*
5. *The analyses, design, plans, specifications, and estimate performed or prepared as part of the Project will be in English units.*
6. *LFP has the authority to approve the Proposed Scope of Work and schedule changes.*



Task 100 – Project Management

This task includes services necessary to plan, perform and control the various elements of the Project to meet the needs and expectations of LFP and other stakeholders.

Work under this task will be performed by V+M.

Subtask 100.1 – Coordination

Under this subtask, the Consultant Project Manager will provide overall direction and coordination of activities with LFP and amongst the Consultant team.

Project Management tasks will include:

- **LFP Meetings** – Consistent communication with the LFP PM and meetings with key LFP staff and outside stakeholders.
- **Interdisciplinary Communication** – Regular communication between discipline leads and conveying information and decisions between geotechnical, environmental, permitting, civil, landscape, estimating and structural.
- **Project Budget** – Establish anticipated spending rates and monitor progress using Earned Value reporting. Correct budget deviations early.
- **Schedule** – Establish a baseline schedule at project commencement that gets respected and updated. Make and hold decisions on configuration consistent with the baseline schedule.
- **Drawing Standards** – Adopt LFP drawing template for border and use V+M standard layers for AutoCAD drawings.
- **Review/Comment Periods** – It is assumed that there will be a formal Review/Comment period at the end of Phases 2A and 2B.

Subtask 100.2 – Administration

This will include preparation of meeting minutes, monthly invoices complete with brief progress statement and earned value reporting. Monthly invoices will include copies of subconsultant invoices and payment remittance documentation, if any.

Assumptions:

- *Drawings will be produced using AutoCAD.*
- *The Consultant's Project Manager will meet with the LFP PM on a regular basis throughout the project, assumed to be 1 hour per week. This is assumed to be via telephone.*
- *In person meetings will take place at Lake Forest Park City Hall. Meeting durations indicated exclude travel time.*
- *Meetings are anticipated to include:*
 - a. *Kick-Off Meeting with LFP (1 count) @ 1 hour*
 - b. *Stakeholder meetings with:*



- i. City Staff – 2 meetings @ 1 hours each*
- ii. King County Parks (1 count) @ 1 hour*
- iii. City Council (1 count) @ 1 hour*
 - 1. Assist with preparation of materials for milestone meeting*
 - 2. V+M's Project Manager may be asked to attend.*
- c. Internal project team coordination meetings held on an as-needed basis during project duration (assumed 4 count).*

Deliverables:

- *Monthly Invoices and Progress Report in pdf format (1 copy)*



Task 200 – Cost Estimate

The cost estimate presented in Phase 1 will be updated in Phase 2B of this phase to reflect the “light” 30% design of the selected grade separated option. The updated estimate will also capture recent inflation in the unit costs and will include high level input based on the design and construction staging.

Work under this task will be performed by Wirthlin Consulting Group.

Subtask 200.1 – Management

Attend project team meetings to review the selected design concept and discuss cost implications and construction staging schemes.

Assumed meetings specific to this task include:

- Coordination calls (2 meetings @ 1 hour each)

Subtask 200.2 – Cost Estimate

Prepare a high-level opinion of probable cost of the selected grade separated design.

Assumptions:

- Real estate costs and easements required for the project will be estimated by LFP.

Deliverables:

- *Phase 2B – Opinion of Probable Cost.*



Task 300 – Geotechnical

Phase 2 will be based on the Geotechnical Report produced in Phase 1 of the project. The report summarized the results of the subsurface soil investigation as well as provided geotechnical engineering analysis and preliminary recommendations which will feed into the design phase.

A Proof-of-Concept review will be provided in Phase 2B, to verify that the design concepts presented in the structural drawings are feasible and in line with the subsurface conditions determined in Phase 1.

Work under this task will be performed by GeoEngineers.

Subtask 300.1 – Management

Attend project team meetings to review the design concepts and discuss geotechnical feasibility and implications.

Assumed meetings specific to this task include:

- Coordination calls (Totaling 2 hours)

Subtask 300.2 – Proof of Concept Review

The Proof-of-Concept Review will evaluate the geotechnical system presented in the design drawings for the selected option in Phase 2B to ensure that the design loading and considerations discussed in the Geotechnical Report have been met. A review and discussion with V+M of the feasibility of the foundation system presented will be part of this task.

Deliverables:

- *Proof-of-Concept Review email of conclusions/findings*
- *Meeting minutes*



Task 400 – Environmental & Permitting

This task covers the environmental and permitting evaluations for Phase 2. The scope of services outlined below includes assessment and evaluation of project impacts to a level of detail suitable for the 30% design and supporting permitting efforts for the selected option.

Environmental & Permitting work will be performed by GeoEngineers.

Subtask 400.1 – Permitting Feasibility Assessment

The scope of services under this subtask include:

- Review proposed conceptual design, including approximate alignment, grading and restoration extents for the proposed tunnel alternative.
- Identify permitting requirements based on conceptual design information provided.
- Prepare a high-level assessment of potential environmental impacts, proposed mitigation measures, feasibility and challenges, and anticipated timeline for permit approvals of a conceptual Lyon Creek re-alignment associated with the tunnel alternative.
- A review of applicable permits will be performed during Phases 2A and 2B to inform the project process for formal permit applications in future phases of work.

Subtask 400.2 – Stream Design Concept Support

The scope of services under this subtask include:

- Review prior design work in upstream restored section of Lyon Creek and recently replaced culverts under SR 522 and the Town Center Access Drive.
- Estimate bottom width and bank full width of channel section based on prior work.
- Perform simplified calculations to estimate a 100-year water surface elevation through the structure assuming normal depth.
- Recommend freeboard above the 100-year water surface elevation for the existing trail bridge crossing over Lyon Creek on the BGT.
- Identify anticipated hydraulic opening width based on prior work.

Assumptions:

- *This effort will use the flows established for the upstream design work already completed by others.*
- *Proposed channel section will be informed from upstream design section*
- *Hydrology and hydraulic models will not be prepared for this phase of work.*
- *Permit applications, including environmental and WSDOT, will not be prepared during this phase, and will be included in a future phase of work.*

Deliverables:

- *Memo summarizing results of above assessments, as well as identify additional data gaps and design considerations not evaluated at this phase.*



STRUCTURAL
DESIGN

Exhibit A – Scope of Work

Section 9, Item B.

City of Lake Forest Park

Town Center to Burke-Gilman Trail Connector

Task 500 – Hazardous Materials Assessment (NOT USED)

This task is not used in Phase 2.



Task 600 – Civil

Work includes civil engineering, utility review/coordination, and stormwater management. Data collected and concept design determined in Phase 1 will form the basis of information for this task.

Phase 2A will include a high-level assessment of the impacts that the new tunnel alignment would have on existing utilities. In Phase 2B, concerns pertaining to stormwater detention, potential utility work, and pump station configuration (for the tunnel option) will need to be addressed, as outlined in the Stormwater and Utility Impacts Study Memo submitted in Phase 1.

Work within this task will be performed by MIG.

Subtask 600.1 – Civil Infrastructure Concept Design Update

Preliminary design concept recommendations for Option B – Tunnel Crossing (completed for Phase 1 in February 2021) were used to identify future waterline routing, confirm the stormwater flow control approach with the city, confirm existing fiber optic requirements, natural gas and sanitary sewer facilities, and reroute of the existing drainage in Bothell Way and on Town Center Property. This current scope includes effort for coordination and review the preliminary design concept, and provide annotated plan comments and a brief (2 page) technical memo documenting potential roadway and utility infrastructure considerations based on the updated tunnel alignment and potential stream crossing reconfiguration. MIG will work with V+M and City staff to focus efforts where most needed to evaluate the revised options within the budget provided.

Assumptions:

- *LFP will coordinate and schedule the meetings with utility owners.*
- *SCL will provide power line clearance requirements.*
- *New storm drainage outfalls will likely be required as part of this project; however, the final stormwater design requirements will be evaluated in more detail during a future phase.*

Deliverables:

- *Brief (2 page) technical memo documenting potential roadway and utility infrastructure considerations.*



STRUCTURAL
DESIGN

Exhibit A – Scope of Work

Section 9, Item B.

City of Lake Forest Park

Town Center to Burke-Gilman Trail Connector

Task 700 – Public Outreach (NOT USED)

This task is not used in Phase 2.



Task 800 – Structural

The scope under this task involves a two-part approach. In Phase 2A, 10% design drawings for the revised underpass alternative will be produced. In Phase 2B, a design package will be produced, including proposed construction staging sequence and bike detour route, based on the selected tunnel or bridge option.

Structural design work will be performed by V+M.

Subtask 800.1 – 10% Revised Tunnel Design (Phase 2A)

For the revised 10% tunnel design, our team will develop an alignment alternative to determine if a more direct crossing of SR-522 just west of Ballinger Way NE is feasible. The concepts will consider construction sequences, environmental impacts, soil conditions, and schedule. Draft 10% drawings will be prepared to reflect preliminary details including structural layout and geometry.

Subtask 800.2 – Design of 30% Bridge or “Light” 30% Tunnel Option (Phase 2B)

The selected grade separation alternative will be taken to a “light” 30% level for the tunnel or a 30% for the bridge option. Drawings will be progressed to reflect preliminary details of the preferred alternative, including structural layout, geometry, construction staging considerations, as well as a proposed bike detour route. The design drawings will be accompanied with a Design Narrative Memorandum describing the selected structural system. This memo can be incorporated into the TS&L in a future phase of work.

If relocating Lyon Creek is determined to be a feasible option in Phase 2A, there may still be a desire to relocate the stream for the bridge option, which will allow for a simplified span configuration for the bridge ramp structure. There would not be budget to explore in detail the environmental documentation needed for creek realignment, but one benefit of this with the bridge alternative is that King County could replace the existing bridge over Lyon Creek (currently rated for an H-5) with a new bridge meeting their new standard loading for an HS-20 truck.

The preliminary Basis of Design Report completed in Phase 1 will be refined to reflect design criteria for the selected grade separated option. This document will summarize best design practices and establish the Codes and Standards to be used in the design.

Assumptions:

- Drawings will be produced using AutoCAD.
- “Light” 30% means the geotechnical, calculations, civil, stormwater, utility relocations, permitting, and landscape architecture efforts will only be at a high level in Phase 2B for the tunnel alternative. These will need to be further designed in a later phase.

Deliverables:

- 10% design drawings for revised tunnel option will include general arrangement drawings showing plan, elevations, and schematic sections.
- Revised Basis of Design Report
- Design Narrative Memorandum



- Design drawings for the selected grade separated option
 - For the “Light” 30% for the tunnel, the drawing list includes:
 - i. *Cover Sheet and Index*
 - ii. *General Structural Notes*
 - iii. *Suggested Construction Sequence*
 - iv. *Site Plan*
 - v. *Bridge Plan and Elevation (General Arrangement)*
 - vi. *Alignment and Profile*
 - vii. *Secant Pile Details*
 - viii. *Trench Details*
 - ix. *Tunnel Details beneath SR 522*
 - x. *Tunnel Details beneath Ballinger Way*
 - xi. *Railing Plan and Details*
 - xii. *Trail Grading and Sections*
 - For the 30% for the bridge, the drawing list includes:
 - i. *Cover Sheet and Index*
 - ii. *General Structural Notes*
 - iii. *Suggested Construction Sequence*
 - iv. *Site Plan*
 - v. *Bridge Plan and Elevation (General Arrangement)*
 - vi. *Alignment and Profile*
 - vii. *Foundation Layout and Details*
 - viii. *Abutment Outlines*
 - ix. *Pier Details (plan, elevation, details)*
 - x. *Steel Superstructure Details (girder plan and elevation, floor beam layout, camber diagram, floor beams, plan bracing, etc.)*
 - xi. *Deck Layout and Details*
 - xii. *Railing Plan and Details*
 - xiii. *Trail Grading and Sections*
- Sketches showing temporary bike and pedestrian detours during construction. Proposed construction staging for either the tunnel or bridge option will be prepared using PDF markups.



Task 900 – Management Reserve

The management reserve is to provide LFP with flexibility to authorize additional funds, beyond those estimated for the tasks of the scope of work, for allowable unforeseen costs, or for reimbursing the Consultant for additional work requested by LFP toward completing the project.

Payment from the management reserve fund must be authorized in writing by the City's contract manager before the Consultant performs the additional work. Such written authorization will include a description of the work to be performed and shall specify the amount of the payment.



STRUCTURAL
DESIGN

Exhibit B – Level of Effort

Section 9, Item B.

City of Lake Forest Park

Town Center to Burke-Gilman Trail Connector

EXHIBIT B

LEVEL OF EFFORT

City of Lake Forest Park

Town Center to Burke-Gilman Trail Connector

SUMMARY OF PROJECT COSTS**Project:** Town Center to Burke-Gilman Trail Connector**Owner:** City of Lake Forest Park**Prime:** V+M Structural Design, Inc.**Phase 2:** 30% Design

WORK TASKS		FEES BY COMPANY				COST
		V+M	Wirthlin Consulting Group	GeoEngineers	MIG	
100	Project Management					\$10,119
100.1	Coordination	\$6,764				\$6,764
100.2	Administration	\$3,355				\$3,355
200	Cost Estimate					\$3,661
200.1	Management		\$523			\$523
200.2	Cost Estimate		\$3,138			\$3,138
300	Geotechnical					\$2,372
300.1	Management			\$474		\$474
300.2	Proof of Concept Review			\$1,897		\$1,897
400	Environmental & Permitting					\$10,257
400.1	Part A: Permitting Feasibility Assessment			\$3,467		\$3,467
400.2	Part B: Stream Design Concept Support			\$6,789		\$6,789
500	Hazardous Materials Assessment (NOT USED)					\$0
600	Civil and Landscape					\$5,290
600.1	Civil Infrastructure Concept Design Update				\$5,290	\$5,290
700	Public Outreach (NOT USED)					\$0
800	Structural					\$62,305
800.1	10% Revised Tunnel Design	\$24,940				\$24,940
800.2	Light 30% Tunnel or 30% Overpass	\$37,365				\$37,365
TOTAL NHR COST (SUM OF TASKS 1 THROUGH 8)		\$72,424	\$3,661	\$12,628	\$5,290	\$94,003
900	Owner's Reserve					\$5,000
Other Direct Costs		\$145				\$145
Grand Total		\$72,569	\$3,661	\$12,628	\$5,290	\$99,148

LABOR DETAIL / ESTIMATE - PRIME

PROJECT NAME: Town Center to Burke-Gilman Trail Connector

OWNER: City of Lake Forest Park

PRIME: V+M Structural Design, Inc

WORK ELEMENT		LABOR HOURS										TOTAL LABOR HOURS	NHR COST
		CLASS	Project Mngr	Sr Struct Engr	Bridge Engr 4	Bridge Engr 3	AD Technologist	AD Technologist	Specialist I	Bridge Engr 2	Sr Planner		
		STAFF NAME	S. Valdovinos	S. Wang	C. Wong	C. Jacques	S. Varney	G. Lee		C. Boissy	C. Muraki		
WBS	Phase 2: 30% Design	NHR	\$235.00	\$185.00	\$129.00	\$105.00	\$119.00	\$95.00	\$155.00	\$95.00	\$135.00		
100.0	Project Management	30	0	16	0	0	0	3	0	4		53	\$10,119.00
100.1	Coordination	20		16								36	\$6,764.00
100.2	Administration	10						3		4		17	\$3,355.00
800.0	Structural	60	40	72	56	138	97	0	0	0	0	463	\$62,305.00
800.1	10% Revised Tunnel Design	28	16	32	24	48	32					180	\$24,940.00
800.2	Light 30% Tunnel or 30% Overpass	32	24	40	32	90	65					283	\$37,365.00
Total: PHASE 2		90	40	88	56	138	97	3	0	4	0	516	\$72,424.00
TOTAL LABOR HOURS AND COST		90	40	88	56	138	97	3	0	4	0	516	\$72,424.00

OTHER DIRECT COSTS (ODCs):

Mileage	40	miles @	\$0.625	per mile	\$25.00
Tolls	2	each @	\$5.00	per each	\$10.00
Parking		each @	\$15.00	per each	\$0.00
Postage, Shipping & Delivery	2	each @	\$25.00	per each	\$50.00
Reproduction - B&W	1	each @	\$10.00	per each	\$10.00
Reproduction - Color	1	each @	\$50.00	per each	\$50.00
Other		each @	\$250.00	per each	\$0.00
SUBTOTAL - ODCs					\$145.00

Classification	Labor Hours
Project Mngr	90
Sr Struct Engr	40
Bridge Engr 4	88
Bridge Engr 3	56
CAD Technologist 2	138
CAD Technologist 1	97
Specialist I	3
Bridge Engr 2	0
Sr Planner	4
Total = 516	

NHR Cost	\$72,424
Other Direct Costs	\$145
GRAND TOTAL =	\$72,569

SUMMARY OF ESTIMATE - PRIME
Town Center to Burke-Gilman Trail Connector
City of Lake Forest Park
V+M Structural Design, Inc
Phase 2: 30% Design

NEGOTIATED HOURLY RATES (NHRs)

Classification	=	NHR
Project Mngr		\$235.00
Sr Struct Engr		\$185.00
Bridge Engr 4		\$129.00
Bridge Engr 3		\$105.00
CAD Technologist 2		\$119.00
CAD Technologist 1		\$95.00
Specialist I		\$155.00
Bridge Engr 2		\$95.00
Sr Planner		\$135.00

COST ESTIMATE (Labor Hours x NHR):

Classification	Labor Hours	x	NHR	=	Labor Cost
Project Mngr	90		\$235.00		\$21,150.00
Sr Struct Engr	40		\$185.00		\$7,400.00
Bridge Engr 4	88		\$129.00		\$11,352.00
Bridge Engr 3	56		\$105.00		\$5,880.00
CAD Technologist 2	138		\$119.00		\$16,422.00
CAD Technologist 1	97		\$95.00		\$9,215.00
Specialist I	3		\$155.00		\$465.00
Bridge Engr 2	0		\$95.00		\$0.00
Sr Planner	4		\$135.00		\$540.00
SUBTOTAL - Labor Hours x NHR	516				\$72,424

SUBTOTAL **\$72,424**

OTHER DIRECT COSTS (ODCs): **\$145**

TOTAL - PHASE 2: **\$72,569**

LABOR DETAIL / ESTIMATE - Subconsultant
 PROJECT NAME: Town Center to Burke-Gilman Trail Connector
 OWNER: City of Lake Forest Park
 PRIME: V+M Structural Design, Inc
 SUBCONSULTANT NAME: Wirthlin Consulting Group

WORK ELEMENT		LABOR HOURS										TOTAL LABOR HOURS	NHR COST
		CLASS	Principal										
		STAFF NAME	Wirthlin, Adam										
		NHR	\$261.47										
WBS	Phase 2: 30% Design												
200.0	Cost Estimate	14	0	0	0	0	0	0	0	0	0	14	\$3,660.55
200.1	Management	2										2	\$522.94
200.2	Cost Estimate	12										12	\$3,137.61
TOTAL LABOR HOURS AND COST		14	0	0	0	0	0	0	0	0	0	14	\$3,660.55

OTHER DIRECT COSTS (ODCs):

Postage, Shipping & Delivery	each @	\$25.00	per each	\$0.00
Reproduction - B&W	each @	\$10.00	per each	\$0.00
Reproduction - Color	each @	\$50.00	per each	\$0.00
Other	each @	\$250.00	per each	\$0.00
SUBTOTAL - ODCs				\$0.00

Classification	Labor Hours
Principal	14
Total = 14	

NHR Cost	\$3,661
Other Direct Costs	\$0
GRAND TOTAL =	\$3,661

SUMMARY OF ESTIMATE - Subconsultant
Town Center to Burke-Gilman Trail Connector
City of Lake Forest Park
Subconsultant: Wirthlin Consulting Group
Phase 2: 30% Design

NEGOTIATED HOURLY RATES (NHRs)

Classification	Direct Rate (DR)	+	DR x ICR 153%	+	(DR+ICR)xFF 10%	=	NHR
Principal	\$94.00		\$143.70		\$23.77		\$261.47

COST ESTIMATE (Labor Hours x NHR):

Classification	Labor Hours	x	NHR	=	Labor Cost
Principal	14		\$261.47		\$3,660.55
SUBTOTAL - Labor Hours x NHR	14				\$3,661

SUBTOTAL \$3,661

OTHER DIRECT COSTS (ODCs): \$0

TOTAL - PHASE 2: \$3,661

LABOR DETAIL / ESTIMATE - Subconsultant

PROJECT NAME: Town Center to Burke-Gilman Trail Connector

OWNER: City of Lake Forest Park

PRIME: V+M Structural Design, Inc

SUBCONSULTANT NAME: GeoEngineers

WORK ELEMENT		LABOR HOURS												TOTAL LABOR HOURS	NHR COST	
		CLASS	Principal	Associate	Senior Engineer/ Scientist 2	Senior Engineer/ Scientist 1	Project Engineer/ Scientist 2	Project Engineer/ Scientist 1	Staff Engineer/ Scientist 3	Staff Engineer/ Scientist 2	GIS Analyst 2	CAD Designer	Admin 3			Admin 2
		STAFF NAME		D. Overbay/ D.Eggers	D. Conlin		S. Schwartzel	E. Hum	E. Deal G. Spann							
		NHR	\$259.81	\$237.16	\$208.35	\$184.68	\$159.80	\$148.81	\$136.90	\$126.55	\$138.08	\$130.80	\$124.31			\$110.61
WBS	Phase 2: 30% Design															
300.0	Geotechnical	0	10	0	0	0	0	0	0	0	0	0	0	10	\$2,371.62	
300.1	Management		2											2	\$474.32	
300.2	Proof of Concept Review		8											8	\$1,897.30	
400.0	Environmental & Permitting	0	4	12	0	16	8	16	0	0	0	7	0	63	\$10,256.77	
400.1	Part A: Permitting Feasibility Assessment		1	8			8					3		20	\$3,467.42	
400.2	Part B: Stream Design Concept Support		3	4		16		16				4		43	\$6,789.35	

LABOR DETAIL / ESTIMATE - Subconsultant
 PROJECT NAME: Town Center to Burke-Gilman Trail Connector
 OWNER: City of Lake Forest Park
 PRIME: V+M Structural Design, Inc
 SUBCONSULTANT NAME: GeoEngineers

WORK ELEMENT	LABOR HOURS													TOTAL LABOR HOURS	NHR COST
	CLASS	Principal	Associate	Senior Engineer/ Scientist 2	Senior Engineer/ Scientist 1	Project Engineer/ Scientist 2	Project Engineer/ Scientist 1	Staff Engineer/ Scientist 3	Staff Engineer/ Scientist 2	GIS Analyst 2	CAD Designer	Admin 3	Admin 2		
	STAFF NAME		D. Overbay/ D. Eggers	D. Conlin		S. Schwartzel	E. Hum	E. Deal G. Spann							
	NHR	\$259.81	\$237.16	\$208.35	\$184.68	\$159.80	\$148.81	\$136.90	\$126.55	\$138.08	\$130.80	\$124.31	\$110.61		
TOTAL LABOR HOURS AND COST		0	14	12	0	16	8	16	0	0	0	7	0	73	\$12,628.39

OTHER DIRECT COSTS (ODCs):

Mileage	miles @	\$0.580	per mile	\$0.00
Tolls	each @	\$5.00	per each	\$0.00
Parking	each @	\$15.00	per each	\$0.00
GPS Unit	each @	\$50.00	per each	\$0.00
Field Supplies	each @	\$15.00	per each	\$0.00
	each @		per each	\$0.00
	each @		per each	\$0.00
	each @		per each	\$0.00
SUBTOTAL - ODCs				\$0

Classification	Labor Hours
Principal	0
Associate	14
Senior Engineer/ Scientist 2	12
Senior Engineer/ Scientist 1	0
Project Engineer/ Scientist 2	16
Project Engineer/ Scientist 1	8
Staff Engineer/ Scientist 3	16
Staff Engineer/ Scientist 2	0
GIS Analyst 2	0
CAD Designer	0
Admin 3	7
Admin 2	0

Total = 73

NHR Cost	\$12,628
Other Direct Costs	\$0
GRAND TOTAL =	<u>\$12,628</u>

SUMMARY OF ESTIMATE - Subconsultant
Town Center to Burke-Gilman Trail Connector
City of Lake Forest Park
Subconsultant: GeoEngineers
Phase 2: 30% Design

NEGOTIATED HOURLY RATES (NHRs)

Classification	Direct Rate (DR)	+	DR x ICR 189.41%	+	DR x FF 30%	=	NHR
Principal	\$81.34		\$154.07		\$24.40		\$259.81
Associate	\$74.25		\$140.64		\$22.28		\$237.16
Senior Engineer/ Scientist 2	\$65.23		\$123.55		\$19.57		\$208.35
Senior Engineer/ Scientist 1	\$57.82		\$109.52		\$17.35		\$184.68
Project Engineer/ Scientist 2	\$50.03		\$94.76		\$15.01		\$159.80
Project Engineer/ Scientist 1	\$46.59		\$88.25		\$13.98		\$148.81
Staff Engineer/ Scientist 3	\$42.86		\$81.18		\$12.86		\$136.90
Staff Engineer/ Scientist 2	\$39.62		\$75.04		\$11.89		\$126.55
GIS Analyst 2	\$43.23		\$81.88		\$12.97		\$138.08
CAD Designer	\$40.95		\$77.56		\$12.29		\$130.80
Admin 3	\$38.92		\$73.72		\$11.68		\$124.31
Admin 2	\$34.63		\$65.59		\$10.39		\$110.61

COST ESTIMATE (Labor Hours x NHR):

Classification	Labor Hours	x	NHR	=	Labor Cost
Principal	0		\$259.81		\$0.00
Associate	14		\$237.16		\$3,320.27
Senior Engineer/ Scientist 2	12		\$208.35		\$2,500.21
Senior Engineer/ Scientist 1	0		\$184.68		\$0.00
Project Engineer/ Scientist 2	16		\$159.80		\$2,556.81
Project Engineer/ Scientist 1	8		\$148.81		\$1,190.50
Staff Engineer/ Scientist 3	16		\$136.90		\$2,190.39
Staff Engineer/ Scientist 2	0		\$126.55		\$0.00
GIS Analyst 2	0		\$138.08		\$0.00
CAD Designer	0		\$130.80		\$0.00
Admin 3	7		\$124.31		\$870.20
Admin 2	0		\$110.61		\$0.00
SUBTOTAL - Labor Hours x NHR	73				\$12,628

SUBTOTAL **\$12,628**

OTHER DIRECT COSTS (ODCs):

TOTAL NHR COST (SUM OF TASKS 1 THROUGH 8)

\$0

TOTAL - PHASE 2:

\$12,628

LABOR DETAIL / ESTIMATE - Subconsultant
 PROJECT NAME: Town Center to Burke-Gilman Trail Connector
 OWNER: City of Lake Forest Park
 PRIME: V+M Structural Design, Inc
 SUBCONSULTANT NAME: MIG

WORK ELEMENT		LABOR HOURS														TOTAL LABOR HOURS	NHR COST	
		CLASS	Principal II	Sr. Engineer VII	Eng V / LA V / Planner	Engineer IV	LA IV	Sr CAD Technician, Sr Proj. Asst.	CAD Technician	EIT, LA., Landscape Designer II	Project Assistant	Civil Designer I Landscape Designer II	Landscape Designer, Graphics					
			STAFF NAME	D. Rodgers														
			NHR	\$222.55	\$220.00	\$165.36	\$150.41	\$150.41	\$135.00	\$115.00	\$100.00	\$95.00	\$90.00	\$85.00				
WBS	Phase 2: 30% Design																	
600.0	Civil and Landscape	4	20	0	0	0	0	0	0	0	0	0	0	0	0	24	\$5,290.20	
600.1	Civil Infrastructure Concept Design Update	4	20													24	\$5,290.20	
700.0	Public Outreach (NOT USED)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
TOTAL LABOR HOURS AND COST		4	20	0	0	0	0	0	0	0	0	0	0	0	0	24	\$5,290.20	

OTHER DIRECT COSTS (ODCs):

Mileage	miles @	\$0.580	per mile	\$0.00
Tolls	each @	\$5.00	per each	\$0.00
Parking	each @	\$15.00	per each	\$0.00
Postage, Shipping & Delivery	each @	\$25.00	per each	\$0.00
Open House Supplies	each @	\$420.00	per each	\$0.00
Other	each @	\$275.00	per each	\$0.00
SUBTOTAL - ODCs				\$0.00

Classification	Labor Hours
Principal II	4
Sr. Engineer VII	20
Eng V / LA V / Planner	0
Engineer IV	0
LA IV	0
Sr CAD Technician, Sr Pro	0
CAD Technician	0
EIT, LA., Landscape Desigr	0
Project Assistant	0
Civil Designer I, Landscape	0
Landscape Designer, Grapl	0
0	0
0	0

Total = 24

NHR Cost	\$5,290
Other Direct Costs	\$0
GRAND TOTAL =	<u>\$5,290</u>

SUMMARY OF ESTIMATE - Subconsultant
Town Center to Burke-Gilman Trail Connector
City of Lake Forest Park
Subconsultant: MIG
Phase 2: 30% Design

NEGOTIATED HOURLY RATES (NHRs)

Classification	Direct Rate (DR)	+	DR x ICR 190%	+	(DR+ICR)xFF 10%	=	NHR
Principal II	\$69.77		\$132.55		\$20.23		\$222.55
Sr. Engineer VII	\$68.97		\$131.03		\$20.00		\$220.00
Eng V / LA V / Planner	\$51.84		\$98.49		\$15.03		\$165.36
Engineer IV	\$47.15		\$89.59		\$13.67		\$150.41
LA IV	\$47.15		\$89.59		\$13.67		\$150.41
Sr CAD Technician, Sr Proj. Asst.	\$42.32		\$80.41		\$12.27		\$135.00
CAD Technician	\$36.05		\$68.50		\$10.45		\$115.00
EIT, LA., Landscape Designer II	\$31.35		\$59.56		\$9.09		\$100.00
Project Assistant	\$29.78		\$56.58		\$8.64		\$95.00
Civil Designer I, Landscape Designer II	\$28.21		\$53.61		\$8.18		\$90.00
Landscape Designer, Graphics	\$26.65		\$50.63		\$7.73		\$85.00

COST ESTIMATE (Labor Hours x NHR):

Classification	Labor Hours	x	NHR	=	Labor Cost
Principal II	4		\$222.55		\$890.20
Sr. Engineer VII	20		\$220.00		\$4,400.00
Eng V / LA V / Planner	0		\$165.36		\$0.00
Engineer IV	0		\$150.41		\$0.00
LA IV	0		\$150.41		\$0.00
Sr CAD Technician, Sr Proj. Asst.	0		\$135.00		\$0.00
CAD Technician	0		\$115.00		\$0.00
EIT, LA., Landscape Designer II	0		\$100.00		\$0.00
Project Assistant	0		\$95.00		\$0.00
Civil Designer I, Landscape Designer II	0		\$90.00		\$0.00
Landscape Designer, Graphics	0		\$85.00		\$0.00
0	0		\$0.00		\$0.00
0	0		\$0.00		\$0.00
SUBTOTAL - Labor Hours x NHR	24				\$5,290

SUBTOTAL **\$5,290**

TOTAL NHR COST (SUM OF TASKS 1 THROUGH 8)

OTHER DIRECT COSTS (ODCs): **\$0**

TOTAL - PHASE 2: **\$5,290**

Andrew Silvia

From: Butz, Susan (COM) <susan.butz@commerce.wa.gov>
Sent: Thursday, April 28, 2022 11:46 AM
To: Andrew Silvia
Cc: Butz, Susan (COM)
Subject: Town Center Burke-Gilman Trail Connector Project Award Letter
Attachments: image001.wmz; 2022 Supplemental Direct Capital Guidelines_Final.pdf

Importance: High

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STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
 1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000

April 28, 2022

Andrew Silvia
 City of Lake Forest Park
 17425 Ballinger Way NE
 Lake Forest Park, WA 98155

Dear Andrew:

Congratulations! Governor Inslee recently signed the 2022 Supplemental State Capital Budget, which includes an appropriation of \$103,000 for the Town Center to Burke-Gilman Trail Connector (Lake Forest Park) Project. The Department of Commerce, which will administer the project, will retain three percent (up to a maximum of \$50,000) to cover our administrative costs. Accordingly, your net grant award will be \$99,910.

Prior to receiving funds, your organization will need to fulfill the following requirements:

- Provide documentation of your organization's financial ability to complete the project. All funds from sources other than the state must be expended, raised, or secured by documented pledges or loans.
- For nonprofit grantees, any property relevant to the project must be owned or secured by a long-term lease that remains in effect for a minimum of ten years following the final payment date. A lien on owned property is also required when receiving grants of \$250,000 or more.
- Prevailing wages must be paid for all construction labor costs incurred as of March 31, 2022.
- Review by the Washington State Department of Archaeology and Historic Preservation and any affected Tribes (Governor's Executive Order 21-02).
- Your project may also need to comply with the state's LEED green buildings standards (RCW 39.35D).

Please fill out the linked [Contract Readiness Survey](#) and submit at your earliest convenience.

Also enclosed is a comprehensive set of contracting guidelines to assist you with the process. The [Tool Kit](#) to help with questions you may have. If you need additional information, please contact your Project Manager, Susan Butz, at (360) 764-9552 or susan.butz@commerce.wa.gov.

Sincerely,



Tony Hanson, Deputy Assistant Director
Local Government Division

Susan Bütz

Grant Manager
Community Assistance & Research Unit
Local Government Division
Cell: 360-764-9552
Work Hours: M – TH 7:00 am – 5:30 pm



Meeting Date	October 27, 2022
Originating Department	Municipal Services
Contact Person	Matt McLean, City Clerk
Title	Ordinance 1253/Amending Chapter 9.12, of the Lake Forest Park Municipal Code to allow the setting of False Alarm Fines by Resolution

Legislative History

- First Presentation October 27, 2022 Regular Meeting

Attachments:

1. Ordinance 1253

Executive Summary

Section 9.12.060, Fine for police response, of the Lake Forest Municipal Code, needs to be amended to reflect that the fines will be set by resolution.

Background

Since the City has adopted that the fees for city services will be updated by a Resolution approved by the City Council, certain sections of the Lake Forest Municipal Code need to be updated to reflect that fact. One of the sections has been out of date for many years and needs to be amended. Section 9.12.060, Fine for Police Response, has a charge of \$25 for the first response, and \$50 for the second response. Currently, the fine for a false alarm is set at \$52-\$103. Staff is looking for an amendment to the Lake Forest Park Municipal Code to set the false alarm fine by City Council Resolution, which is how all of the fees for the city are currently set.

Fiscal & Policy Implications

There are no fiscal implications other than the code update.

Alternatives

<i>Options</i>	<i>Results</i>
• Approve the Ordinance	The False Alarm Section will be updated to set the fine by Resolution.
• Deny the Ordinance	The Code will continue to be out of date with the actual fee.

Staff Recommendation

Approving Ordinance 1253 setting the false alarm fines by resolution.

ORDINANCE NO. 1253

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING CHAPTER 9.12 OF THE LAKE FOREST PARK MUNICIPAL CODE, BURGLAR ALARM SYSTEMS; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, chapter 9.12, Burglar Alarm Systems, was adopted by Ordinance 252 in 1979, and prohibits the activation of any burglary and/or robbery alarm system except in the event of actual or attempted burglary or robbery; and

WHEREAS, the City has consolidated fees it charges into one schedule adopted by City Council resolution each year, which makes for easier annual review and ease of reference for users; and

WHEREAS, section 9.12.060 of the Lake Forest Park Municipal Code currently imposes specific fines for the first and second and all succeeding responses to false alarms at a premises; and

WHEREAS, the proposed amendment would authorize changes to these fines to be made by resolution adopted by the City Council.

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

Section 1. AMENDMENT. The City Council of the City of Lake Forest Park hereby amends section 9.12.060 LFPMC, Fine for police response, as follows:

9.12.060 Fine for police response.

For a police response to any false alarm, the city shall charge and collect from the person having or maintaining such burglary and/or robbery alarm system on premises owned or occupied by them ~~him~~, the following fines as established by city council resolution. The city shall charge and collect separate fines for:

- A. ~~For a~~ A response to premises at which no other false alarm has occurred within the preceding six-month period, hereinafter referred to as a "first response," ~~a fine of \$25.00 shall be charged.~~

B. ~~For a~~ A second response to premises within six months after a first response and for all succeeding responses within six months of the last response, ~~a fine of \$50.00 shall be charged.~~

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

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

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

APPROVED BY A MAJORITY the Lake Forest Park City Council this XXX day of XXX, 2022.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matthew McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

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

Effective: _____

DRAFT



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	October 27, 2022, Regular Meeting
Originating Department	Finance
Contact Person	Lindsey Vaughn, Finance Director
Title	Ordinance 1254/Amending the Lake Forest Park Municipal Code to create Fund 501, Vehicle and Equipment Repair Replacement Fund, and Fund 502, Information Technology Fund

Legislative History

- First Presentation September 8, 2022, Mayor's Proposed Biennial Budget
- Second Presentation October 27, 2022, Regular Meeting

Attachments:

1. Ordinance 1254

Executive Summary

Ordinance 1254 will amend the Lake Forest Park Municipal Code to replace the current Street Equipment Rental Fund with a new Vehicle and Equipment Repair Replacement Fund (Fund 501) and establish a new Information Technology Fund (Fund 502).

Background

For many years, the Finance Department has found that the current use of the Street Equipment Rental Fund (Fund 501) has been used for various functions that are not related to just street equipment. In an effort to more accurately reflect the function of Fund 501, the Finance Department is proposing a revision to the fund title and code description. The proposed update recommends two separate funds: Fund 501 will be called the Vehicle and Equipment Repair Replacement Fund, and the new Fund 502 will be called the Information Technology Fund.

Fund 501 will be used to fund and track all City vehicles and large equipment replacements. The 501 Fund will also fund the repairs for the Public Works Department. The Police Department will continue to fund vehicle repairs directly from the General Fund. The reason that Public Works will be using the 501

Fund for the vehicle and equipment repairs is that the equipment is used for multiple purposes and is not specific to just one fund.

Fund 502 will be used for the purpose of purchasing and maintaining information technology equipment, including hardware and software. It will also be used for professional services, such as KDH Consulting, that are directly related to information technology. The costs of information technology should more appropriately be budgeted, monitored, and expensed in a separate fund for additional transparency internally and externally.

Fiscal & Policy Implications

Separating the 501 and 502 Funds will allow the Finance Department to have a more robust budgeting process and have greater transparency for the City Council and the public.

Alternatives

<i>Options</i>	<i>Results</i>
• Approve the Ordinance	Amend the LFPMC creating the Vehicle and Equipment Repair Replacement Fund 501 and the Information Technology Fund 502
• Fail to approve the Ordinance	Fund 501 will stay the same and the current funding structure will have to be evaluated to use fund 501 only as the current LFPMC states.

Staff Recommendation

Approve Ordinance 1254 Amending the Lake Forest Park Municipal Code to create a new Fund 501, Vehicle and Equipment Repair Replacement Fund, and Fund 502, Information Technology

ORDINANCE NO. 1254

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING THE LAKE FOREST PARK MUNICIPAL CODE BY AMENDING CHAPTER 3.64, STREET EQUIPMENT RENTAL FUND, AND CREATING CHAPTER 3.86, INFORMATION TECHNOLOGY FUND; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City has identified that Chapter 3.64, the Street Equipment Rental Fund (Fund 501) needs to be edited to reflect how the fund is properly used; and

WHEREAS, the City desires to repeal the Street Equipment Rental Fund and replace it with the Vehicle and Equipment Repair Replacement Fund; and

WHEREAS, the City has identified that there is a need to create an additional fund for information technology that would be titled "Information Technology" (Fund 502); and

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

Section 1. REPEAL AND REPLACE. Chapter 3.64 LFPMC, Street Equipment Rental Fund, is hereby repealed and replaced with the following new Chapter 3.64, Vehicle and Equipment Repair Replacement Fund, as follows:

3.64.010 Established.

There is created the Vehicle and Equipment Repair Replacement Fund to be known as Fund Number 501. The Vehicle and Equipment Repair Replacement Fund shall receive monies obtained from a transfer from various funds. The City shall use the Vehicle and Equipment Repair Replacement Fund for the following components: cost, maintenance, and operation of vehicles and equipment; depreciation charges, and replacement charges.

Section 2. ADOPTION. Chapter 3.86 LFPMC, Information Technology Fund, is hereby adopted as follows:

3.86.010 Established.

There is created the Information Technology Fund to be known as Fund Number 502. The Information Technology Fund shall receive monies obtained from a transfer from various funds. The City shall use the Information Technology Fund for the following components: cost, maintenance, and operation of information technology equipment including hardware, software, and professional services related to information technology; depreciation charges; and replacement charges.

Section 3. SEVERABILITY. Should any portion of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise

invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 4. 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 5. 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 _____ 2022.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced:
Adopted:
Posted:
Published:
Effective:



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date October 27, 2022

Originating Department Finance

Contact Person Lindsey Vaughn, Finance Director

Title Ordinance 1255/Establishing the 2023 Property Tax Levy

Legislative History

- First Presentation September 8, 2022 Work Session
- Second Presentation October 27, 2022 Regular Meeting

Attachments:

1. Ordinance 1255
2. Preliminary Levy Limit Worksheet

Executive Summary

Ordinance 1255 establishes the property tax levy for 2023. Preliminary information from the County Assessor's Office calculates the City of Lake Forest Park's maximum allowable levy to be \$3,453,870; which includes the allowable one percent increase over last year and an additional levy amount for new construction. The City has been provided early preliminary numbers from King County, and for this reason, an additional line for estimated additional changes has been included in the Ordinance to make sure the City receives all available funds totaling \$3,493,870.

An early estimate on the preliminary information includes the value of current year refunds, which qualify for re-levy in 2023. This Ordinance imputes a prior year refund value of \$19,594. Actual collections will vary from this Ordinance as the imputed current year refund value is unlikely to be the actual current year refunds. King County will collect the actual maximum allowable levy based on this legislation once the final current-year refund value is known. That is why the City must provide a higher estimate, as some numbers still have the possibility of increasing.

Background

Annually the City must adopt the property tax levy for the upcoming fiscal year as part of its budget proceedings. The primary consideration in establishing the property tax levy amount is the funding needs of the General Fund. Even though the City of Lake Forest Park approves a biennial budget, the Property Tax Levy is required to be adopted annually.

In an effort to maintain the current levels of service, the City finds that it must levy the maximum 1.0% property tax allowable under State law. The maximum allowable levy includes a one percent increase compared to the prior year's levy and includes an additional levy amount for new construction. The maximum allowable levy also re-levies an amount from the prior year's levy that was refunded as a result of property valuation appeals. The proposed levy is \$3,493,870, which represents the maximum allowable levy. The following table contains a breakdown of the proposed levy.

Proposed 2023 Property Tax Levy	
2022 Regular Property Tax Levy	3,382,585
Increase Over Prior Year Levy	33,826
Subtotal of Levy Amount	3,416,411
New Construction Value	17,865
Re-levy of Prior Year Refunds	19,594
Subtotal for Current Allowable Levy	3,453,870
<i>Estimate High for Additional Changes</i>	<i>40,000</i>
2023 Property Tax Levy	3,493,870

Due to the numbers being preliminary, the City must estimate high to capture all available funds. The final new construction increases in state-assessed property and current-year refund values will not be available until after the City is required to adopt and submit the 2023 property tax levy ordinance to King County. That is the reason the *Estimate High for Additional Changes* line is in the above chart of \$40,000. Actual property tax collections are based on the final amounts, so actual collections may differ compared to the amounts represented in the above table.

It should be noted that the Ordinance recognizes an increase of 0.82% compared to the 2022 levy, but that the maximum allowable increase is a full 1.0% which is the value of \$33,826. The difference is because the 0.82% increase is based on the City's 'prior year actual levy,' which includes refunds from 2022, versus the City's 'highest lawful levy or levy basis for calculation,' which removes the refund from 2022. Irrespective of how it is calculated, the increase represents the maximum allowable annual levy increase.

Fiscal & Policy Implications

This Ordinance was prepared based on preliminary information from King County. Staff will update the City Council if the final amounts received from King County differ significantly from the preliminary information.

Alternatives

<i>Options</i>	<i>Results</i>
• Adopt property tax levy increase	Increase property tax levy amount to assist in funding ongoing increasing expenditures in the General Fund.
• Choose a lesser levy amount	Reduce levels of service or identify alternate funding of the General Fund, which for 2023 would result in relying more on reserves.

Staff Recommendation

Adopt Ordinance XXXX establishing the proposed 2023 property tax levy.

ORDINANCE NO. 1255

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, LEVYING PROPERTY TAX FOR THE CALENDAR YEAR 2023 AND MAKING PROVISION FOR INCREASES AS ALLOWED BY LAW, PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Lake Forest Park has met and considered its budget for calendar years 2023-2024; and

WHEREAS, the City Council, in the course of considering the budget for 2023-2024, has reviewed all sources of revenue and examined all anticipated expenses and obligations; and

WHEREAS, the City Council, after hearing and duly considering all relevant evidence and testimony from the citizens of Lake Forest Park, determined that the City of Lake Forest Park adopt a regular levy in the amount of \$3,493,870, which levy amount includes an increase in property tax revenue from the previous year, amounts resulting from the addition of new construction, an increase in state-assessed property and improvements to the property, any increase in the value of the state-assessed property, and refunds made in 2022. The levy amounts are requested in order to discharge the expected expenses and obligations of the City; and

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

Section 1. Property Tax Levy. The City of Lake Forest Park hereby levies a 2023 regular property tax in the amount of Three Million, Four Hundred Ninety-three Thousand, Eight Hundred Seventy and 00/100 Dollars (\$3,493,870). The levy amount is inclusive of additional revenue resulting from the addition of new construction and improvements to the property, any increase in the value of the state-assessed property, any additional amounts resulting from any annexations that have occurred, and refunds made.

Section 2. Eighty-two One Hundredths (0.82%) Percent Property Tax Levy Amount Increase, Thirty-three Thousand, Eight Hundred Twenty-six Dollars (\$33,826). The regular property tax levy above includes Thirty-three Thousand, Eight Hundred Twenty-six Dollars (\$33,826) increase, which represents an eighty-two one-hundredths (0.82%) percent increase to the amount of the 2022 regular property tax levy, exclusive of new construction and improvements to property and any increase in the value of state assessed property, increases in the utility value and any additional amounts resulting from any annexations that have occurred, and refunds made.

Section 3. SEVERABILITY. Should any portion of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 4. 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 5. 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 November, 2022.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced: _____
Adopted:
Posted:
Published:
Effective:

PRELIMINARY**LEVY LIMIT WORKSHEET – 2023 Tax Roll****TAXING DISTRICT: City of Lake Forest Park**

The following determination of your regular levy limit for 2023 property taxes is provided by the King County Assessor pursuant to RCW 84.55.100.

Annexed to Fire District 16

Estimated Fire rate: 0.44792

Annexed to Library District (Note 1)

Estimated Library rate: 0.23473

Using Limit Factor For District	Calculation of Limit Factor Levy	Using Implicit Price Deflator
3,382,585	Levy basis for calculation: (2022 Limit Factor) (Note 2)	3,382,585
1.0100	x Limit Factor	1.0646
3,416,411	= Levy	3,600,999
21,315,239	Local new construction	21,315,239
0	+ Increase in utility value (Note 3)	0
21,315,239	= Total new construction	21,315,239
0.83814	x Last year's regular levy rate	0.83814
17,865	= New construction levy	17,865
3,434,276	Total Limit Factor Levy	3,618,864
Annexation Levy		
0	Omitted assessment levy (Note 4)	0
3,434,276	Total Limit Factor Levy + new lid lifts	3,618,864
4,903,979,367	÷ Regular levy assessed value less annexations	4,903,979,367
0.70030	= Annexation rate (cannot exceed statutory maximum rate)	0.73794
0	x Annexation assessed value	0
0	= Annexation Levy	0
Lid lifts, Refunds and Total		
0	+ First year lid lifts	0
3,434,276	+ Limit Factor Levy	3,618,864
3,434,276	= Total RCW 84.55 levy	3,618,864
19,594	+ Relevy for prior year refunds (Note 5)	19,594
3,453,870	= Total RCW 84.55 levy + refunds	3,638,458
Levy Correction: Year of Error _____ (+or-)		
3,453,870	ALLOWABLE LEVY (Note 6)	3,638,458
Increase Information (Note 7)		
0.70430	Levy rate based on allowable levy	0.74194
3,388,626	Last year's ACTUAL regular levy	3,388,626
27,785	Dollar increase over last year other than N/C – Annex	212,373
0.82%	Percent increase over last year other than N/C – Annex	6.27%
Calculation of statutory levy		
	Regular levy assessed value (Note 8)	4,903,979,367
	x Maximum statutory rate	2.91735
	= Maximum statutory levy	14,306,624
	+Omitted assessments levy	0
	=Maximum statutory levy	14,306,624
	Limit factor needed for statutory levy	Not usable

ALL YEARS SHOWN ON THIS FORM ARE THE YEARS IN WHICH THE TAX IS PAYABLE.

Please read carefully the notes on the reverse side.

Notes:

- 1) Rates for fire districts and the library district are estimated at the time this worksheet is produced. Fire district and library district rates affect the maximum allowable rate for cities annexed to them. These rates *will* change, mainly in response to the actual levy requests from the fire and library districts. Hence, affected cities may have a higher or lower allowable levy rate than is shown here when final levy rates are calculated.
- 2) This figure shows the maximum *allowable levy*, which may differ from any actual prior levy if a district has levied less than its maximum in prior years. The maximum allowable levy excludes any allowable refund levy if the maximum was based on a limit factor. The maximum allowable levy excludes omitted assessments if the maximum was determined by your district's statutory rate limit. If your district passed a limit factor ordinance in the year indicated, that limit factor would help determine the highest allowable levy. However, if the statutory rate limit was more restrictive than your stated limit factor, the statutory rate limit is controlling.
- 3) Any increase in value in state-assessed property is considered to be new construction value for purposes of calculating the respective limits. State-assessed property is property belonging to inter-county utility and transportation companies (telephone, railroad, airline companies and the like).
- 4) An omitted assessment is property value that should have been included on a prior year's roll but will be included on the tax roll for which this worksheet has been prepared. Omitted assessments are assessed and taxed at the rate in effect for the year omitted (RCW 84.40.080-085). Omitted assessments tax is deducted from the levy maximum before calculating the levy rate for current assessments and added back in as a current year's receivable.
- 5) Administrative refunds under RCW 84.69.020 were removed from the levy lid by the 1981 legislature.
- 6) A district is entitled to the lesser of the maximum levies determined by application of the limit under RCW 84.55 and the statutory rate limit. Levies may be subject to further proration if aggregate rate limits set in Article VII of the state constitution and in RCW 84.52.043 are exceeded.
- 7) This section is provided for your information, and to assist in preparing any Increase Ordinance that may be required by RCW 84.55.120. The increase information compares the allowable levy for the next tax year with your ACTUAL levy being collected this year. The actual levy excludes any refund levy and expired temporary lid lifts, if applicable. New construction, annexation and refund levies, as well as temporary lid lifts in their initial year, are subtracted from this year's *allowable* levy before the comparison is made.
- 8) ***Assessed valuations shown are subject to change from error corrections and appeal board decisions recorded between the date of this worksheet and final levy rate determination.***



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	October 27, 2022
Originating Department	Finance Department
Contact Person	Lindsey Vaughn, Finance Director Jeff Perrigo, Public Works Director
Title	Resolution 1864/Setting 2023 Surface Water Utility Rates

Legislative History

- First Presentation September 8, 2022 Mayor's Proposed 2023-2024 Biennial Budget
- Second Presentation October 27, 2022 Regular Meeting

Attachments:

1. Resolution 1864

Executive Summary

The City of Lake Forest Park operates and maintains the surface water management system ("the system") located within its territorial borders. The City is responsible for maintaining and upgrading the surface water infrastructure to ensure good water quality in the system, while providing appropriate habitat for wildlife, and ensuring that the system has adequate capacity for significant weather events. This ordinance increases surface water utility rates by ten percent in 2023 to provide funding for the current and future needs of the system.

Background

Lake Forest Park operates the surface water utility system within the City limits. The system collects surface water management fees from properties within the City. The fees are used for the operation and maintenance of the system, which includes funding for the capital and infrastructure needs of the system. The City's operating costs associated with the system are increasing at a significant rate due to changes in the permitting requirements and regulations from the National Pollutant Discharge Elimination System (NPDES). Throughout the 2022 fiscal year, our Public Works Department has presented to City Council numerous times around enhancing the City's compliance to the new requirements from the NPDES and bringing forward contracts to complete the work to comply with the

Clean Water Act. During those discussions, future surface water rate increases were mentioned as a need to continue maintaining the operations and maintenance of the system.

The capital and infrastructure need of the surface water system are exceptional. Lake Forest Park is at the “bottom of the hill” in a watershed that concentrates flows from four other jurisdictions. There are currently 31 culverts still in use that are either undersized, potentially creating habitat or flooding issues, or structurally deficient, causing loss of roadway surface. It is prudent to plan for addressing these large capital and infrastructure projects.

The City has been a leader in replacing culverts, but replacing culverts comes at a significant cost and has reduced the surface water capital fund balance to complete the construction the L60 culvert project in 2021. With the proposed rate increase the intention is to start building back enough funds in the surface water capital fund to meet grant matching requirements and provide funding for the City’s long-term surface water capital needs.

Fiscal & Policy Implications

This legislation will increase the annual surface water management rate by ten percent (10%) for residential properties from \$223.85 per parcel to \$246.24, an increase of \$22.39 per year. The rate increase funds system operations and capital maintenance and improvements. External funding will be required to satisfy some of the larger capital projects considered in the Capital Improvement Plan.

Surface Water			
class	class description	2022 rate	2023 rate
1	single family residential	\$223.85	\$246.24
2	very light (0-10% impervious area)	\$223.85	\$246.24
3	light (10-20% IA)	\$538.05	\$591.86
4	moderate (20-45% IA)	\$1,082.11	\$1,190.32
5	moderately heavy (45-65% IA)	\$2,089.56	\$2,298.52
6	heavy (65-85% IA)	\$2,649.23	\$2,914.15
7	very heavy (85-100% IA)	\$3,470.15	\$3,817.17

The current proposed 2023-2024 Biennial Budget increases the surface water rate by 10% in 2023, and 10% in 2024. The 2024 surface water rate will be proposed for an increase in the fall of 2023. The City’s last surface water rate increase was in 2019.

Alternatives

Options	Results
Approve the Resolution	Increase the capacity to maintain operations, maintenance, and capital infrastructure improvements
Disapprove the Resolution	Staff will be unable to maintain current levels of maintenance and operations, and capital infrastructure improvements will need to halt until an additional funding source is identified

Staff Recommendation

Approve the Resolution 1864 Setting the 2023 Surface Water Rate

RESOLUTION NO. 1864**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKE FOREST PARK, WASHINGTON, SETTING
SURFACE WATER UTILITY RATES FOR 2023**

WHEREAS, the City has reviewed the surface water utility revenue and operational expenditures that are needed to retain the current level-of-service standards for surface water management services, to continue compliance with the Endangered Species Act and other unfunded mandates, to continue with best management practices, to continue to develop the City's surface water management program, and to address the capital repair and improvement of the City's surface water management systems; and

WHEREAS, the City has determined that the annual surface water utility fees should be increased by ten percent (10.0%) in order to retain and improve upon the current level-of-service standards for surface water management services, to assist the City in meeting the federal surface water requirements, and to set aside annual amounts for the long-term capital improvement needs of the City's surface water infrastructure;

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

Section 1. SURFACE WATER UTILITY RATES. The City hereby sets the surface water utility rates according to the fee schedule attached hereto as **Exhibit A**, to be effective on January 1, 2023, and to 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.

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 17th day of November, 2022.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

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

Exhibit A

Surface Water		
class	class description	2023 rate
1	single family residential	\$ 246.24
2	very light (0-10% impervious area)	\$ 246.24
3	light (10-20% IA)	\$ 591.86
4	moderate (20-45% IA)	\$ 1,190.32
5	moderately heavy (45-65% IA)	\$ 2,298.52
6	heavy (65-85% IA)	\$ 2,914.15
7	very heavy (85-100% IA)	\$ 3,817.17



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

Meeting Date	October 27, 2022
Originating Department	Finance Department
Contact Person	Lindsey Vaughn, Finance Director
Title	Resolution 1865/ Setting 2023 and 2024 Sewer Rates

Legislative History

- First Presentation – September 8, 2022, Mayor’s Proposed 2023-2024 Biennial Budget
 - Second Presentation – October 27, 2022, Biennial Budget Public Hearing
-

Attachments:

1. Resolution 1865/ Setting the 2023 and 2024 Sewer Rates
-

Executive Summary

This ordinance increases the sewer utility rates for the fiscal years 2023 and 2024. The City of Lake Forest Park’s sewer rate is composed of two portions, the City’s and King County’s. The King County Wastewater Treatment Charge increase is a pass-through charge for the treatment of the sewer from residential and commercial Lake Forest Park customers. The City’s portion covers the increasing costs associated with the maintenance and operations of the sewer system. The City’s portion of the sewer rate also contributes to the Sewer Capital Fund for future infrastructure improvements.

Background

Sewer Rate

The wastewater treatment charge from King County is scheduled to increase by \$2.84 per month for single-family residential customers in 2023 and \$3.00 in 2024. Multifamily rates are scheduled to increase by 5.75% in both 2023 and 2024. Commercial rates are scheduled to increase \$0.35 per ccf per month in 2023 and \$0.38 in 2024.

The City’s portion of the sewer rate increases follows a study that was completed in 2004, which recommended increasing the rate by 3% for both 2023 and 2024. The increase is \$0.61 in 2023 and \$0.62 in 2024.

The total combined sewer rate increase from both the City and King County will be 5% for both fiscal years resulting in an increase of \$3.45 in 2023 and \$3.62 in 2024.

These charges are shown in the table below:

Monthly Residential Rates

	2022	2023	2024
County	49.27	52.11	55.11
City	20.16	20.77	21.39
	\$ 69.43	\$ 72.88	\$ 76.50
Monthly Increase: \$	3.04	\$ 3.45	\$ 3.62
Total Increase	4.6%	5.0%	5.0%
County Portion	4.0%	5.75%	5.75%
City Portion	6%	3.0%	3.0%

Commercial & Multi-Family (consumption based)

	2022	2023	2024
County	6.22	6.57	6.95
City	4.08	4.20	4.33
	10.30	10.78	11.28
Monthly Increase: \$	0.47	\$ 0.48	\$ 0.50
% Increase:	4.8%	5%	5%

Wastewater Excise Tax

By policy, the City levies an excise tax on owners of property that can be connected to the City’s sewer system, but the owner chooses not to. The current rate is \$20.16 billed and payable bimonthly for the privilege of operating an on-site wastewater disposal system in lieu of connecting to the public system. The Wastewater excise tax portion does not increase when King County increases its portion of the sewer rate, only the City’s portion. The new sewer excise tax rate for 2023 will be \$20.77 and \$21.39 in 2024, increasing by 3% each year.

Fiscal & Policy Implications

This ordinance increases the sewer rate charge by 5.75% which is paid to King County for wastewater treatment as a pass-through for 2023 and 2024, and the City’s portion of the sewer rate by 3% for both years. The total combined sewer rate increase will raise the rate by a combined total of 5% for both years.

The sewer rate increase for 2023 will be effective on January 1, 2023, and the sewer rate increase for 2024 will be effective on January 1, 2024. The Resolution proposes to increase both 2023 and 2024 sewer rates on the same Resolution with different effective dates. The reason for including both fiscal years in one Resolution is due to the rate increases being included in the 2023-2024 Biennial Budget.

Alternatives

<i>Options</i>	<i>Results</i>
• Adopt a resolution to increase the sewer rate	Maintains the financial health of the sewer fund for the City
• Do not approve the resolution to increase the sewer rate	The sewer utility will need to work on a new financial plan that would reduce the city's costs for sewer services, so that the City is able to fund the increase to King County and ongoing operations, maintenance, and capital infrastructure improvements.

Staff Recommendation

Approve Resolution 1865 to increase the 2023 and 2024 Sewer Rates.

RESOLUTION NO. 1865**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKE FOREST PARK, WASHINGTON, SETTING THE
SEWER UTILITY RATES FOR 2023 AND 2024**

WHEREAS, the setting of City sewer rates are authorized in Section 13.08.090 of the Lake Forest Park Municipal Code; and

WHEREAS, the City of Lake Forest Park has a sewer rate structure where a portion of the rate is for King County treatment charges, and a portion is for the operation and maintenance of the City's sewer infrastructure; and

WHEREAS, in 2004, the City completed a study of the sewer rates for operation, maintenance, and for the long-term replacement of the sewer system infrastructure; and

WHEREAS, the study recommended that the City's portion of the sewer rates be increased and a portion of the revenue be set aside in a new fund for future capital replacement of the City's sewer system; and

WHEREAS, the City's portion of the sewer rate will increase by 3% in 2023 and 3% in 2024; and

WHEREAS, King County is increasing its treatment charge by 5.75% in 2023 and 5.75% in 2024; and

WHEREAS, the City Council has determined that it is in the best interests of the City to increase the City's portion of the sewer rates in 2023, and to increase the City's sewer rate charge to account for the increase in the King County treatment charge; and

WHEREAS, the City Council has determined that it is in the best interests of the City to adopt the above rate increases and inform the ratepayers now of the increase in 2023 and 2024.

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

Section 1. Effective January 1, 2023, the following classification of sewer use and schedule of rates and charges for sanitary sewer service are adopted, for properties located within the boundaries of the City of Lake Forest Park as now or hereafter determined:

Class No.	Description	Rate
I.	Residential (single-family and housing units with four or less residential units per building),	\$69.43 \$72.88 per month per unit
II.	Multi-family Residential (housing units with five or more units per building)	\$10.30 \$10.78 per hundred cubic feet (ccf) per month
III.	Commercial	\$10.30 \$10.78 per hundred cubic feet (ccf) per month per unit of business

Section 2. Effective January 1, 2024, the following classification of sewer use and schedule of rates and charges for sanitary sewer service are adopted, for properties located within the boundaries of the City of Lake Forest Park as now or hereafter determined:

Class No.	Description	Rate
I.	Residential (single-family and housing units with four or less residential units per building),	\$72.88 \$76.50 per month per unit
II.	Multi-family Residential (housing units with five or more units per building)	\$10.78 \$11.28 per hundred cubic feet (ccf) per month
III.	Commercial	\$10.78 \$11.28 per hundred cubic feet (ccf) per month per unit of business

Section 2. SEVERABILITY. Should any portion of this resolution, 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 resolution or its application to other persons or circumstances.

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

Section 4. EFFECTIVE DATE. This resolution shall take effect immediately after passage and publication.

APPROVED BY A MAJORITY of the Lake Forest Park City Council this 17th day of November, 2022.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean, City Clerk
APPROVED AS TO FORM:

Kim Adams Pratt
City Attorney

Introduced: November 5, 2020
Adopted:
Posted:
Published:
Effective:



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	October 27, 2022
Originating Department	Finance Department
Contact Person	Lindsey Vaughn
Title	Resolution 1866/Adopting 2023 User Fees

Legislative History

- First Presentation October 27, 2022, Regular Meeting

Attachments:

1. Resolution 1866
2. 2023 User Fee Schedule with Markups

Executive Summary

The City updates the User Fee Schedule annually for the various user fees that are charged for City services. The proposed update includes increases to false alarm fines, notary services, passport photos, sewer rates, surface water management fee, building fees, and technology fees. There is a new fee added for body-worn camera footage.

Background

The City reviews the User Fee Schedule annually during biennial or mid-biennial budget proceedings and requests input from all departments. The purpose of this annual review is to ensure that the user schedule fees are appropriate and consistent with policy and accurately recover incurred City costs.

The False Alarm Fines propose an increase from \$50-100 to \$52-\$103, which reflects the cost of the court filing.

The passport photo fee is proposed to increase from \$16 to \$20. This is to reflect the increased costs related to the photo paper as well as recovering a portion of the employee's salary.

The proposed increase in building fees was discussed at the October 13th Regular Meeting.

One of the fees that we are allowed to charge for is the time it takes to edit body-worn camera footage. It takes a long time to edit footage, such as blurring victims or suspects, and the Police Department has proposed a \$.60/minute for editing footage.

Sewer Utility Rate

The proposed Sewer Utility Rate increase for 2023 has two portions of the proposed increase. King County's portion of the sewer utility rate is set to increase by 5.75% in 2023 and will be a pass-through for all residential and commercial customers. The City is requesting to increase the City's portion of the sewer rate by 3% for 2023 for increasing costs related to operations, maintenance, and future capital infrastructure needs. The total rate increase is 5.0%.

The 2023 Sewer Utility Rate will increase the Residential sewer rate from \$69.43 to \$72.88, a total of \$3.45 per month. The Commercial/Multi-Family Residential rate per hundred cubic feet (ccf) increases from \$10.30 to \$10.78, a total of \$0.48 per month. The below table shows the sewer utility rate increases:

Description	Rate
Residential (single-family and housing units with four or less residential units per building),	\$69.43 \$ 72.88 per month per unit
Multi-family Residential (housing units with five or more units per building)	\$10.30 \$10.78 per hundred cubic feet (ccf) per month
Commercial	\$10.30 \$10.78 per hundred cubic feet (ccf) per month per unit of business

Surface Water Management Fee

The proposed surface water rate increase for 2023 is 10%.

Surface Water						
class	class description	type	# of accounts	2022 fee (\$/lot)	10%	proposed rate increase '23
1	single family residential	house	4620	\$ 223.85	\$ 22.39	\$ 246.24
		mobile home	13	\$ 223.85	\$ 22.39	\$ 246.24
2	very light (0-10 IA)	commercial unit	3	\$ 223.85	\$ 22.39	\$ 246.24
3	light (10-20% IA)	commercial unit	4	\$ 538.05	\$ 53.81	\$ 591.86
4	moderate (20-45% IA)	commercial unit	10	\$ 1,082.11	\$ 108.21	\$ 1,190.32
		condo unit	20	\$ 1,082.11	\$ 108.21	\$ 1,190.32
5	moderately heavy (45-65% IA)	commercial unit	9	\$ 2,089.56	\$ 208.96	\$ 2,298.52
		condo unit	142	\$ 2,089.56	\$ 208.96	\$ 2,298.52
6	heavy (65-85% IA)	commercial unit	16	\$ 2,649.23	\$ 264.92	\$ 2,914.15
		condo unit	104	\$ 2,649.23	\$ 264.92	\$ 2,914.15
7	very heavy (85-100% IA)	commercial unit	26	\$ 3,470.15	\$ 347.02	\$ 3,817.17
		condo unit	40	\$ 3,470.15	\$ 347.02	\$ 3,817.17

The proposed increase for using technology within the city will increase from five (5) percent of the fee to ten (10) percent. This fee is charged to most fees in the city to recover the costs associated with the use of information technology such as hardware and software. There are certain fees where this will not be applied, such as the passport acceptance fee or pet license. The city will continue to charge three percent for credit card transactions.

Fiscal & Policy Implications

The 2023 User Fee Schedule increases allow the City to charge appropriately to cover expenses for City services on an annual basis.

Alternatives

<i>Options</i>	<i>Results</i>
• Adopt the user fee schedule with current updates	User fees will be established for 2023, and full cost recovery will be achieved
• 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 1866 establishing the 2023 User Fee Schedule

RESOLUTION NO. 1866

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKE FOREST PARK, WASHINGTON, ESTABLISHING
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 the annual review and adjustment of some of the fees for City services, applications, and permits are appropriate to aid in the cost recovery of providing services; and

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 attached as 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 January 1, 2023.

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this _____ day of November, 2022.

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	50-100	
1st offense		52.00
2nd offense	10	103.00
Notary services		\$10/per notary block
Personal Floatation Device Fine		25-50
Pet License Fees		
Altered		30
Unaltered		60
Juvenile Pet		15
Senior Citizen		15
Replacement tag		5
Transfer Fee		5
Service Animal		0
Passport Fees		
City Processing Fee		35
City Photo Fee	16	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)	0-10	0.15
Duplication of Audio Recording		10
Audio/Video Disc		10
Sending of electronic files		.10/gb
Copies requiring outside copy services		At Cost
Police Reports (non-participants)		5
Body worn camera recordings/footage		.60 per minute
Credit Card Surcharge - A three percent (3%) credit card surcharge will be added to all fees paid by credit card.		3%
Technology Surcharge - A ten percent (10%) 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.

2023 User Fee Schedule

	Fees	
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 Surcharge - A three percent (3%) credit card surcharge will be added to all sewer availability, sewer permit review and inspection fees paid by credit card.		3%
Development Review Technology Surcharge - A ten percent (10%) 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	69.43	72.88
Sewer Excise Tax	20.16	20.77
Commercial / Multi-Family Residential (per ccf)	10.30	10.78
Credit Card Transaction Fee ¹		3.95
¹ The 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
Credit Card Surcharge - A three percent (3%) credit card surcharge 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 ten percent (10%) 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.		

2023 User Fee Schedule

	Fees
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	No extra charge for Rezone 3,000
Conditional Use Application	2,500
Land Clearing/Grading/Excavation/ Filing	
Major	300
Minor	85
Tree Removal Permits (after 4/30/2011)	
Administrative	No fee
Arborist Consult	100.00
Arborist Review	100 deposit + hourly rate
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 hour	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 Surcharge - A three percent (3%) credit card surcharge will be added to all land use permit fees paid by credit card.	3%
Development Review Technology Surcharge - A ten percent (10%) technology surcharge will be added to all land use permit fees.	10%

Building Fees

Building fees for Standard Home and Utility/Garage ~~, mechanical, and plumbing fees~~ are based on the International Code Council, Building Valuation Data table (February 2022). ~~the most current version of the International Building Code, the International Residential Code, the International Mechanical Code, and the~~

2023 User Fee Schedule

		Fees
Standard Home	\$116.70/square foot	\$150.87/square foot
Custom Home		\$185.00/square foot
Utility/Garage	\$44.28/square foot	\$60.43/square foot
Mechanical Permit Fees		
Base Permit Fee	85	150
Furance	25	30
A/C or Heat Pump	30	30
Gas Hot Water Heater Installation/vent / expansion tank	18	30
Gas Log Fireplace Insert	18	30
Gas Piping - up to 10 outlets	20	30
Gas piping - each additional outlet	2	5
Gas range - piping hookup	18	30
Residential hood >400 CFM	18	30
Commercial hood: Class 1 hood	30	30
Dryer exhaust duct	18	30
Vent/duct Installation, relocation, or replacement vent	18	30
New/removal/replacement of ducting	18	30
Installation, relocation of boiler or absorption system	18	30
Installation, relocation of compressor or absorption system	18	30
Appliance or equipment regulated by IMC	20	30
Plan Review (hourly)	85	125
Additional Inspections (hourly)	100	125
Plumbing Permit Fees		
Permit Base Fee	85	150
Sinks	18	30
Toilets	18	30
Showers	18	30
Tubs	18	30
Washing machine	18	30
Hot Tub/Spa	20	30
Other Plumbing fixtures on one trap	18	30
Electric Water Heater Installation/vent/expansion	18	30
Hot /Cold rough-in addition or alteration	30	30
Waste & vent rough-in addition or alteration	30	30
Water service line	30	30
Lawn sprinkler on any one meter (backflow device)	30	30
Each addition or alteration of drainage	30	30
Waste (sewage ejector pump)	60	30
Grease Trap	30	30
Backflow protective device	30	30

2023 User Fee Schedule

		Fees
Heat pump	30	30
Hydronic heating (loop vent system)	30	30
Additional Inspections (hourly)	85	125
Commercial Projects (Plan review required - hourly)	100	125
Grease Interceptor (Plan review required - hourly)	120	125
Credit Card Surcharge - A three percent (3%) credit card surcharge will be added to all building, mechanical, and plumbing permit fees paid by credit card.		3%
Development Review Technology Surcharge - A ten percent (10%) 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 square feet of	300
	impervious surface	0
Commercial site development	per 1,000 square feet of	300
	impervious surface	0
Land Use Permits*		0
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

1	Single Family Residential		223.85	246.24
	<u>Class</u>	<u>% Impervious Surface</u>		
2	Very Light	0%-10%	223.85	246.24
3	Light	11%-20%	538.05	591.86
4	Medium	21%-45%	1,082.12	1,190.32
5	Medium High	46%-65%	2,089.57	2,298.52
6	High	66%-85%	2,649.23	2,914.15
7	Very High	86%-100%	3,470.15	3,817.17

Facility Fees

<u>Lake/Forest Room</u>			
	Evening Use (6 p.m. - 10 p.m.)		50.00
<u>Emergency Operations Center (EOC) Room</u>			
	Evening Use (6 p.m. - 10 p.m.)		50.00
<u>Council Chambers</u>			
		\$50 per hour plus	
	Evening Use (6 p.m. - 10 p.m.)	\$50 setup/cleanup	

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.



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date October 27, 2022

Originating Department Executive

Contact Person Phillip Hill, City Administrator

Title Regional Crisis Response Agency

Legislative History

- First Presentation – May 7, 2022, City Council Retreat
- Second Presentation – May 26, 2022, City Council Regular Meeting
- Third Presentation – September 22, 2022, City Council Regular Meeting
- Fourth Presentation – October 27, 2022, City Council Regular Meeting

Attachments:

1. Draft Interlocal Agreement
2. Draft Articles of Incorporation
3. Draft Interlocal Agreement (Compare Document)

Executive Summary

At the May 7, 2022, City Council Retreat, the Administration introduced the concept of expanding the North Sound RADAR (Response, Awareness, De-escalation, and Referral) program to a Regional Crisis Response Agency (RCR).

Interlocal Agreement Updates

The City Council was initially briefed on the ILA elements at the September 22nd meeting. Since then, the member jurisdictions updated the draft after receiving governance feedback from the City Councils of Bothell, Kenmore, Kirkland, Lake Forest Park, and Shoreline. What follows is a quick summary of the updates to the ILA after this feedback:

- **Agency Name:** The Agency name has been updated from the draft name of Community Mobile Crisis Response Agency to Regional Crisis Response Agency.
- **Agreement Term:** Four (4) years instead of six (6) years; still aligned with biennium budget process of all initial Principals.
- **Agency Goals:** Updated goals to align with the intent for police to no longer be the primary responder on behavioral health calls, intent for agency to reduce strain on first responders of repeat calls, and to attract and retain highly qualified staff.
- **Organization Chart:** Added the initial staffing and organizational chart for the Agency.
- **Executive Board:** Allowed for public comment at the Executive Board meeting; allowed for adopting and revising performance metrics and targets for the Agency.
- **Voting:** Recommend a possible alternative by the 2025-2026 biennial budget to the Weighted Voting system that could consider factors such as program usage rather than only accounting for the proportion of the Principal's Budget Share.
- **Meetings:** Executive Board meeting agendas shall include reports from the Operations Board and Community Advisory Group as needed.
- **Public Disclosure Requests:** Kirkland (or future fiduciary agent) will be responsible for responding to public disclosure requests.
- **Operations Board:** The number of Police Chiefs shall not exceed the number of other representatives on the Operations Board; Operations Board shall meet as often as necessary and not less than six (6) times per year.
- **Summary Minutes:** Operations Board and Community Advisory Group shall keep summary minutes that protect the sensitive operational information of the Agency as well as the privacy of those served.
- **Principals Assembly:** Principals Assembly shall occur three (3) times per year in the first biennium of the Agency, and at least once a year after that; two legislative bodies of two or more Principals shall be able to vote to convene a Principals Assembly.
- **Executive Director Duties:** Updated to include reporting to the Executive Board on metrics and other performance targets as well as submitting an Annual Report to the Executive Board and Principals Assembly.
- **Adding Principals:** Added intent that pre-existing Principals should not experience any material reduction in service due to a new Principal; no additional principals in the first year of Agency operations.
- **Added Section on Merger, Consolidation or Sale of All or Substantially All Assets:** Approval of such shall require a Supermajority Vote.

Background

North Sound RADAR is a collaboration between the police departments of Kenmore, Shoreline, Lake Forest Park, Bothell, and Kirkland. The program addresses the rights and needs of individuals with behavioral health issues and/or developmental disabilities (BH/DD). The purpose is to decrease use-of-force incidents between police and individuals with BH/DD and to reduce the repeated and inappropriate use of emergency services. It uses community-policing strategies to achieve these objectives.

RADAR encourages the building of relationships between police and the populations they serve and the sharing of information among first responders to allow for a more effective and safe response during a time of crisis. Through communication and collaborative planning, RADAR seeks to reduce the use of force incidents engendered by fear or misunderstanding. It began in the City of Shoreline as a pilot program funded by the United States Department of Justice through the Bureau of Justice Assistance Smart Policing Initiative. The program went into effect on January 1, 2017 and was evaluated by researchers at George Mason University and the Police Foundation in 2018. It is staffed by a Program Coordinator, several mental health professionals (RADAR Navigators) and specially trained patrol officers.

When the program was first envisioned, the overall goal of RADAR was to enhance community and first responder safety through relationship-based policing, community care-taking, and procedural justice. The RADAR program was designed as follows:

1. Identify, assess, and establish cooperative relationships with individuals at risk of violence due to mental health issues, cognitive deficits, or substance abuse.
2. Engage in a cooperative alliance with these individuals and the “circle of support” (family members and friends).
3. Establish safety protocols, de-escalation techniques, and voluntary strategies to remove weapons prior to crisis events.
4. Share accurate and updated de-escalation information with first responders to ensure a safe and consistent response.
5. Evaluate the effectiveness of RADAR using a rigorous program evaluation process.

RADAR provides police officers with response plans designed to assist in the field with de-escalation and crisis intervention response. It also provides resources for officers to follow up with a Mental Health Professional (MHP) Navigator for at-risk individuals in the community.

Maximizing the North Sound RADAR Service Delivery Model

In 2019, the cities of Bothell, Lake Forest Park, Kenmore, Kirkland, and Shoreline entered into an Interlocal Agreement for the North Sound RADAR Navigator Program. The purpose was to provide the member cities with an economical mechanism for the efficient administration and coordination of a RADAR program to be used in the event of a behavioral health crisis. The goals were to strengthen community/police partnerships, to increase the connection of at-risk individuals with effective behavioral health services and treatments, and to enhance community and first responder safety by reducing the potential for police use of physical force. The Interlocal was for a 3-year period. Bothell agreed to serve as the lead agency, which included the responsibility to hire the Program Manager and serve as the Program Manager’s employer along with providing finance and accounting services. The program was to be funded with a King County Mental Illness and Drug Dependency (MIDD) Grant, along with any other investment that the individual cities wanted to make independently of each other. As other granting sources became available, different cities, became the fiduciary lead for individual grants.

While RADAR’s goals have remained the same, the program has expanded to include the ability for co-response – meaning Police and MHP Navigators respond to an incident together – to persons in mental health crisis during a RADAR shift and for follow-up response by RADAR Deputies and MHPs for willing individuals. RADAR MHP Navigators currently spend roughly 25% of their time responding to in-progress calls with Police across the five cities. This will likely increase as staffing improves and when Navigators can be deployed without an officer.

A longer-term goal of RADAR is to serve as both a co-responder and alternative responder program. When acting as an alternative responder, RADAR navigators would be directly dispatched by the 911(or 988) dispatch service without a police officer. This would require the creation of a ‘decision tree,’ new dispatch protocols, potentially different staff training, and the use of RADAR-specific vehicles.

RADAR Expansion

In alignment with the City’s goals, the North Sound RADAR cities have been planning the expansion of the RADAR program to become a Regional Crisis Response Agency. The goal is to have MHP Navigators available to respond 24/7 to people in crisis across the five-city geographic region. This expansion would build off of the 2019 North Sound RADAR program and allow for the merger of the 2021 Kirkland Community Responder Program. This will provide for expanded crisis response coverage in the five jurisdictions and align the five-city coalition efforts to site a crisis stabilization facility in north King County. To facilitate the expansion, the five RADAR cities have developed a program

model, budget and funding structure, and governance model through the creation of a new regional entity. The new regional entity would further the goals of all five partner cities and consolidate the region's crisis response programs under one entity, while also allowing for future expansion.

Proposed Program Model: Providing 24/7 crisis response requires having adequate staffing and transportation plan to respond. The projected staffing level to provide the desired 24/7 coverage is projected at 13 individuals. This will provide for an Executive Director, an administrative support position, a non-field scheduled Lead, and ten (10) in-field Community Responders (Navigators). This level of staffing will provide an average of 16-hours per day/7 days per week of scheduled coverage. Non-scheduled coverage, primarily from 11 pm to 6 am will be covered through on-call/call-out practices.

The planning cities modeled multiple staffing scenarios and are recommending a budget that would support a hybrid model of response. Some MHP Navigators would be paired together and respond as a team of two in their own vehicle, which would allow them to potentially respond without first responders when it was deemed safe to do so. Some MHP Navigators would respond in their own vehicle and always meet a first responder at the call. Regardless of the configuration, the intent is for the MHP Navigators to take the lead on the call if determined safe to do so by the responding police officer. Overnight responses may still be done by one MHP Navigator who is either on-call or on-shift, depending on the need, and would meet a first responder at the call.

In addition to creating a program model that meets the community needs, the cities have worked to address the stringent background check, part-time hours, and insurance requirements that have been barriers to hiring until this point. The background check process has eliminated some of the previous requirements thanks to the Bothell Police Chief's review of what is necessary for the position and what is needed for MHP Navigators to have uncontrolled access to workspace within the police departments and potentially riding from time to time with officers. Positions funded by MIDD have transitioned to full-time hours with City of Bothell benefits.

The cities have petitioned the Washington Cities Insurance Authority (WCIA), which is the liability insurance pool that all the participating cities have membership, to change their coverage restrictions to cover mobile crisis response programs. WCIA's Liability Coverage Document defines the terms and conditions of coverage provided to the membership, and currently, medical malpractice and healthcare services as defined by or subject to Chapter 7.70 RCW are excluded from coverage with some limited exceptions. MHP's are currently covered by WCIA for negligence. Any changes in coverage provided by WCIA must be first voted on and approved by the WCIA Full Board. Recognizing that this is an expanding role WCIA members are undertaking, WCIA is working with their Counsel on language to expand the current coverage and provide additional protection for these behavioral health programs. They intend to bring language to amend the malpractice exclusion to the membership for approval at the October 21, 2022, Full Board Meeting, which would then be included in the 2023 coverage. WCIA believes this will close the coverage loophole that could have occurred if a plaintiff alleged malpractice. Without this change, the individual insurance requirements would continue to be necessary, however, the cities are proposing that the program, not the individual staff, pay this cost to ensure this is not a barrier to qualified applicants and staff.

These changes have had a positive effect on recruitment, with an initial estimate that RADAR would hire one person for a full-time position every 90 days. Currently, there are two full-time MHP Navigators and three people continuing to contract part-time as MHP Navigators, which is funded by the Washington Association of Sheriffs and Police Chiefs (WASPC) grant. Staff anticipates there will be a third MHP Navigator hired by the end of the year. Based on the anticipated merger with the Kirkland program (see below), it is anticipated that there will be an Executive Director, Program Supervisor, and seven of ten responders (MHP Navigators) as of the new entity's anticipated start date of January 1, 2023.

Merge with Kirkland Program: The staffing plans above both rely on merging the current RADAR program and funding with the City of Kirkland's alternative responder program and funding, as well as additional funding from each of the participating cities. In 2021 the City of Kirkland created its own alternative response program. The goal of the program was to reduce the overreliance on the police for behavioral health-related calls. The original vision was to have three first responder specialties respond together: police, fire/EMT, and an MHP. Once on scene, at least one of the three specialties could back off, with the intent of the MHP taking the lead if safe to do so. Due to current dispatch limitations and concerns for MHP responder safety, the Kirkland program has not yet been able to direct dispatch MHPs as intended.

Kirkland has six funded positions as part of its program, and one of the positions is intended to become the Program Supervisor in the new entity. There are currently three MHPs filled in Kirkland, with the intent to fill a fourth by the end of 2022. Merging the two programs will create a more robust program with significant funding from Kirkland for the 2023-2024 biennium. More information on how this merging impacts the services offered will be discussed in subsequent sections.

Create regional entity: Going forward, the cities are proposing creating a separate non-profit regional entity to oversee the program and have one city/entity hire the staff and loan them to the regional entity and provide all the fiduciary responsibilities for the regional entity. Other services used by the cities use this type of model, including NORCOM, a consolidated 911 call-taking and dispatching communications center founded in 2007 by 20 public safety organizations in the northeast region of King County. The cities are recommending that the City of Kirkland fill this role. As such, the employees of RADAR who are currently City of Bothell employees would transfer to the City of Kirkland and would be subject to the City of Kirkland's policies and bargaining agreements. The City of Kirkland would also charge an administrative fee for the services provided.

Regional Entity Interlocal Agreement

In response to the interests of the five RADAR cities to enhance the existing co-response/alternative response programs, staff is recommending the creation of a non-profit regional entity for the operation of the Regional Crisis Response Agency. The member agencies (initially the five RADAR cities) would jointly control and oversee the program. The nonprofit is legally separate from the member agencies and bears primary responsibility and liability for the program.

As such, the member agencies, through their representation and participation as the Executive Board, will set the annual budget, hire the executive director, make operational policy and procedure decisions, and oversee the day-to-day operations of the program.

Funding: The cities have established the following budget estimates for the new agency for the 2023-2024 biennium, January 1, 2023, through December 31, 2024.

Budget Estimates

City	2023 One-Time Costs	2023 On-going Costs	2024 On-going Costs	2023-2024 Total	Preliminary ¹ 2025-2026 Total
Bothell	\$82,412	\$265,509	\$312,532	\$660,454	\$896,013
Kenmore	\$40,566	\$130,693	\$153,839	\$325,099	\$441,049
Kirkland	\$157,567	\$1,070,865	\$1,107,700	\$2,336,132	\$1,713,116
LFP	\$22,935	\$73,891	\$86,978	\$183,804	\$249,360
Shoreline	\$101,575	\$327,248	\$385,205	\$814,029	\$1,104,362
Total	\$405,055	\$1,868,206	\$2,046,255	\$4,319,518	\$4,403,900

¹The preliminary 2025-2026 budget is based on current service levels and may be subject to change.

Kirkland has agreed to pick up the larger share of costs for the first biennium (2023-2024), given that the Kirkland Community Responder program had a higher level of service than the initial plans by the other participating cities. Although this is the case, the cities all want to strive for the multiple scheduled shifts, and 24/7 coverage and therefore have anticipated that for the next biennium (2025-2026) that the budgetary costs will be shared on a per capita basis. If Kirkland was not picking up a larger share during the upcoming biennium, and using 2023 dollars, Lake Forest Park's per capita allocation (5.66%) would be approximately 30% higher (2023 Total operations = \$1,868,206 * 5.66% = \$105,740) than the 2023 costs (\$73,891). The Mayor's Proposed 2023/2024 Biennial Budget recommends Lake Forest Park offset the anticipated program costs with American Rescue Plan Act funds (ARPA).

Articles of Incorporation

The purpose of the Articles of Incorporation (Articles) is to incorporate the Agency as a nonprofit organization for purposes of Washington State law. The document, and much of its contents, is required under Chapter 24.06 RCW and the Washington Secretary of State. References in the Articles of incorporation mean the Regional Crisis Response Agency (Agency), and to the Board of Directors means the Executive Board. As a nonprofit organization, a large portion of the Articles is dedicated to prohibiting members from benefitting financially from the organization, limiting the scope of the activities of the organization to those expressly provided for or related to, and limiting the liability of the members. For practical purposes, the Interlocal Agreement provides the framework and specific terms related to the operations and governance of the Agency.

Fiscal & Policy Implications

There is no financial impact based on tonight's discussion. However, the City's portion of the Regional Crisis Response Agency (RADAR expansion) is expected to cost \$73,891 in 2023 and \$86,978 in 2024 with a one-time start-up cost of \$23,000. This budget request is included in the Mayor's Proposed 2023-2024 biennial budget. The Mayor's proposed budget recommends the use of American Rescue Plan Act funds (ARPA).

Staff Recommendation

Consider the updates to the Interlocal Agreement and provide the Administration with any requests for additional information or clarification. The Interlocal Agreement and Articles of Incorporation are scheduled for the November 10, 2022, Regular City Council Meeting, where the Council will consider the adoption of a Resolution authorizing the Mayor to execute those documents.

REGIONAL CRISIS RESPONSE AGENCY
INTERLOCAL AGREEMENT

TABLE OF CONTENTS

[TO BE UPDATED PRIOR TO FINALIZING DOCUMENT]

SECTION 1. CREATION OF REGIONAL CRISIS RESPONSE AGENCY	2
SECTION 2. TERM OF AGREEMENT.....	2
SECTION 3. DEFINITIONS.	2
SECTION 4 AGENCY GOALS.....	3
SECTION 5. AGENCY SERVICES.....	5
SECTION 6. AGENCY POWERS.....	5
SECTION 7. EXECUTIVE BOARD: COMPOSITION AND OPERATION.....	8
SECTION 8. PUBLIC RECORDS	9
SECTION 9. ADVISORY GROUPS; PRINCIPAL’S ASSEMBLY	11
SECTION 10. EXECUTIVE DIRECTOR.....	12
SECTION 11. PERSONNEL POLICY.....	13
SECTION 12. BUDGET, PAYMENT OF BUDGET SHARES, DELINQUENCIES, RESERVE FUNDS.....	14
SECTION 13. USE OF AGENCY FUNDS.....	15
SECTION 14. ADDITION OF NEW PRINCIPALS	15
SECTION 15. FISCAL AGENT, CONTRACT AND SUPPORT SERVICES.	16
SECTION 16. RETAINED POWERS OF PRINCIPALS.....	17
SECTION 17. INVENTORY AND PROPERTY.....	17
SECTION 18. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL.....	18
SECTION 19. AMENDMENT OF AGREEMENT.....	18
SECTION 20. TERMINATION OF AGREEMENT; DISSOLUTION OF AGENCY...19	
SECTION 21. MERGER, CONSOLIDATION OR SALE OF ALL OR SUBSTANTIALLY ALL ASSETS.....	19
SECTION 22. DISPUTE RESOLUTION.....	20
SECTION 23. INSURANCE.....	20
SECTION 24. INDEMNIFICATION AND HOLD HARMLESS.....	21

SECTION 25. INTERGOVERNMENTAL COOPERATION.....22

SECTION 26. NOTICE.....22

SECTION 27. VENUE.....22

SECTION 28. FILING.....23

SECTION 29. NO THIRD PARTY BENEFICIARIES.....23

SECTION 30. SEVERABILITY.....23

SECTION 31. RATIFICATION.....23

SECTION 32. COMPLIANCE WITH LAWS; NONDISCRIMINATION.....23

SECTION 33. ENTIRE AGREEMENT.....23

SECTION 34. TERMINATION OF 2019 AGREEMENT.....24

SECTION 35. EXECUTION, COUNTERPARTS, AND EFFECTIVE DATE.....24

EXHIBITS AND APPENDICES

Exhibit A	Initial Agency Organizational Chart
Exhibit B	2023-2024 Budget and Principal Budget Shares

REGIONAL CRISIS RESPONSE AGENCY INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (this “Agreement”), is entered into by and among the Cities of Bothell, Kenmore, Kirkland, Lake Forest Park and Shoreline (the “Formation Principals”) pursuant to the Interlocal Cooperation Act, chapter 39.34 of the Revised Code of Washington (“RCW”), for the purpose of establishing the “Regional Crisis Response Agency” (the “Agency” or “RCR”) as a separate, independent governmental administrative agency, which shall be organized under Washington law as a non-profit corporation under chapter 24.06 RCW. This Agreement is dated as of the Effective Date (as defined in Section 34 below).

RECITALS

WHEREAS, the Formation Principals are committed to improving outcomes and services to community members experiencing crisis through a variety of programs and finding ways to reduce the potential of use of force by law enforcement; and

WHEREAS, the Formation Principals have been members of the North Sound RADAR Navigators, a grant-funded regional “co-response” pilot program (the “RADAR Program”) that pairs a contracted mental health professional with law enforcement to provide crisis de-escalation, reduce use of force, and improve outcomes for community members in behavioral health crisis, through an interlocal agreement among the Formation Principals dated as of May 2019 (the “2019 Agreement”); and

WHEREAS the City of Kirkland created a Community Safety Initiative in 2021 to fund “community responders” to respond to calls from people in crisis with underlying behavioral health conditions or developmental disabilities (the “Kirkland Community Responder Program”); and

WHEREAS, in early 2022, the Formation Principals determined to explore creation of a regional mobile crisis response entity, recognizing the potential benefits of merging the RADAR Program and the Kirkland Community Responder Program in order to achieve expanded crisis response coverage in all Formation Principal jurisdictions, elevate shared governance of these programs to city managers and/or elected officials within the Formation Principal jurisdictions, and align with regional efforts by the Formation Principals to site a crisis stabilization clinic in north King County, among other benefits; and

WHEREAS, the Formation Principals agree that public safety and emergency response services, including crisis response awareness, support and resource referral for community members in crisis with underlying behavioral health conditions and/or developmental disabilities, will be enhanced by combining and expanding the RADAR Program and the Kirkland Community Responder Program into a separate regional nonprofit governmental entity to be jointly governed and funded by the Formation Principals; and

WHEREAS, this Agreement is authorized by the Interlocal Cooperation Act, codified at 39.34 RCW, and the Washington Nonprofit Miscellaneous and Mutual Corporation Act, codified at chapter 24.06 RCW;

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:

SECTION 1. CREATION OF THE REGIONAL CRISIS RESPONSE AGENCY.

There is hereby created a regional mobile crisis response agency, hereinafter called the “Regional Crisis Response Agency” (the “Agency” or “RCR”). The parties hereto each hereby assign to the Agency the responsibility for developing, owning, operating, and managing a regional mobile crisis response operation on behalf of the Principals as authorized by the Interlocal Cooperation Act as further described in this Agreement. The Agency shall be formed pursuant to the Interlocal Cooperation Act as a separate, independent governmental administrative agency and shall be organized under Washington law as a non-profit corporation under chapter 24.06 RCW.

SECTION 2. TERM OF AGREEMENT.

This Agreement shall have an initial term of approximately four (4) years, from its Effective Date through December 31, 2026 (the “Initial Term”) and shall thereafter be of ongoing duration, subject to termination provisions contained herein. During the Initial Term no Principal may withdraw from this Agreement without just cause, provided that a Principal may upon action of the Executive Board be deemed withdrawn and therefore terminated from this Agreement as provided in Sections 12(f) and 18.

SECTION 3. DEFINITIONS.

Words and terms used in this Agreement and not otherwise defined herein (including in the recitals which are hereby incorporated into this Agreement by this reference) shall be

given their ordinary and usual meanings or their well-known technical industry meanings except that the following terms are defined for this Agreement as follows:

- a. Agency or “RCR”. The “Agency” or “RCR” is the Regional Crisis Response Agency, the governmental agency formed under this Agreement and RCW 39.34.030(3)(b) that is organized as a nonprofit corporation under chapter 24.06 RCW as authorized by the Interlocal Cooperation Act for the purposes set forth herein.
- b. 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.
- c. Articles of Incorporation. The “Articles of Incorporation” refer to the articles filed with the Washington Secretary of State under chapter 24.06 RCW, as such may be amended from time to time.
- d. Budget Share. The “Budget Share” means the portion of the Agency budget for a given budget period (which may be annual or biennial, as the Executive Board may determine) payable by a Principal, as further described in Section 12.
- e. Bylaws. The “Bylaws” mean the bylaws adopted by the Executive Board to govern its operations, as such Bylaws may be amended from time to time.
- f. Chief Administrative Officer. The “Chief Administrative Officer” with respect to any Principal is the City Manager in a council-manager form of city government and is the City Administrator or chief appointed official in a mayor-council form of government.
- g. Community Advisory Group or Groups. “Community Advisory Group” means the group or groups established per Section 9.
- h. Community Members in Crisis. “Community Members in Crisis” means those individuals with apparent behavioral health, substance use, medical or basic needs crises encountered by Field Staff in their work for the Agency.
- i. Effective Date. “Effective Date” has the meaning set forth in Section 35.
- j. Executive Director. The “Executive Director” is the chief operating officer for the Agency appointed by and serving at the pleasure of the Executive Board.
- k. Executive Board. The “Executive Board” is the body described in Section 7 and shall be the legislative body of the Agency.
- l. Field Staff. “Field Staff” mean employees of the Agency, sometimes referred to as “community responders” or “navigators,” whose primary job duties are to engage with Community Members in Crisis outside of the Agency offices. Field staff may be licensed mental health professionals and/or non-licensed peer support specialists.
- m. Formation Principals. The Formation Principals are the original parties to this Agreement, including the Cities of Bothell, Kenmore, Kirkland, Lake Forest Park and Shoreline.
- n. Initial Term. “Initial Term” has the meaning set forth in Section 2.

- o. Interlocal Cooperation Act. The “Interlocal Cooperation Act” means chapter 39.34 RCW, as it may be amended from time to time.
- p. Member. A “Member” or “Executive Board Member” is the individual representing a Principal on the Executive Board, whether the Chief Administrative Officer of such Principal or such officer’s designated alternate.
- q. Open Public Meetings Act. The “Open Public Meetings Act” means chapter 42.30 RCW, as it may be amended from time to time.
- r. Operations Board. The “Operations Board” is the advisory body described herein.
- s. Partner Agencies. Partner Agencies are public, nonprofit, or private agencies, other than the Agency, providing services or direct assistance to Community Members in Crisis as a result of referrals made by Agency staff. Partner Agencies are not parties or third-party beneficiaries to this Agreement.
- t. Principal. A “Principal” is a general-purpose municipal corporation formed under the laws of the State which meets the requirements of Section 14, has accepted the terms of and is a party to this Agreement and has paid its share of initial costs as may be required by the Executive Board as a condition to becoming a Principal. Principals shall receive services offered by the Agency according to such terms and conditions as may be established by the Executive Board. The Formation Principals are Principals.
- u. Public Safety Operations Serving the Principals. The term “Public Safety Operations Serving the Principals” shall include police, fire, emergency medical, and public safety dispatch services provided to the Principals directly through contract as well as by operational departments of Principals providing these services.
- v. Public Records Act. The “Public Records Act” means chapter 42.56 RCW, as it may be amended from time to time.
- w. Quorum. A “Quorum” of the Executive Board for purposes of doing business on any issue means at least 51% of the Members (or such Member’s alternates) in number plus one additional Member (or such Member’s alternate), excluding any Member which per Section 18 has given notice of withdrawal or has which been terminated by vote of the Executive Board, shall constitute a quorum of the Executive Board for purposes of doing business on any issue. (By way of example, a quorum of the initial Executive Board comprised of five Members shall be four Members).
- x. Simple Majority Vote. A “Simple Majority Vote” of the Executive Board means at least 51% of the Members present constituting a quorum and voting, with each Member present and voting having one vote. (By way of example, if five Members of the Board are in attendance at a meeting and voting on an issue, a simple majority would be three affirmative votes. If four Members of the Board are in attendance at a meeting and voting on an issue, a simple majority of would be three affirmative votes).
- y. State. “State” means State of Washington.

z. Supermajority Vote. A “Supermajority Vote” means Executive Board approval of an item accomplished by securing affirmative votes of both: (1) not less than two-thirds (66%) of all Members of the Executive Board in number and (2) not less than sixty percent (60%) of the Weighted Vote of all Members of the Executive Board. (By way of example, so long as there are five Principals, then four Member in number must vote in the affirmative to satisfy the first prong of a Supermajority Vote).

aa. Weighted Vote. A “Weighted Vote” means a vote in which each Member’s vote is counted according to the proportion its respective Principal’s Budget Share due and payable for the then current budget period bears to the total Budget Shares payable for the then current budget period by all Principals. A Weighted Vote may not be split.

bb. 2019 Agreement. The “2019 Agreement” is the Interlocal Agreement by and between the Formation Principals providing for joint funding of the RADAR program operated by the City of Bothell.

SECTION 4. AGENCY GOALS

The goals of the Agency shall be to:

- a. Provide a consolidated and standardized mobile crisis response program operating throughout the jurisdictions served by the Principals.
- b. Significantly reduce solo police response to behavioral health calls by providing alternatives in appropriate instances to police as the primary response to Community Members in Crisis by deploying mental health professionals or similarly certified staff as crisis responders.
- c. Enable Agency service coverage 24 hours per day, 7 days per week.
- d. Coordinate with regional crisis stabilization facility(s) serving the North King County area.
- e. Support and advise public safety dispatch agencies over time as these agencies develop and adopt dispatch protocols for mobile crisis responders utilizing both the 911 and 988 systems.
- f. Ensure the safety of Field Staff.
- g. Reduce strain on police and fire departments by reducing repeat calls from Community Members in Crisis.
- h. Attract and retain highly qualified Field Staff.
- i. Maintain a well informed and collaborative working relationship with members of the Public Safety Operations Serving the Principals.
- j. Operate the Agency under a shared governance and funding model, maximizing the use of grant funding where practicable.

SECTION 5: AGENCY SERVICES.

a. The Agency has the responsibility and authority for providing, in the furtherance of improved public safety and emergency response, crisis de-escalation, support, and resource referrals for Community Members in Crisis, through the deployment of Field Staff who will:

- i. Respond to in-progress calls routed directly to the Agency by public safety dispatch agencies, or that are initially routed by public safety dispatch agencies to the Public Safety Operations Serving the Principals.
- ii. Provide resource navigation, referral, and follow-up services for Community Members in Crisis as appropriate to address the current crisis and reduce risk of future crisis events.
- iii. Outreach and response to, and engagement of, Community Members in Crisis.
- iv. Provide education, training and information to the Principals' public safety departments through, among other strategies, creation of response plans for encountering known Community Members in Crisis.
- v. Establish and update from time-to-time standard protocols for communications to and from Agency Field Staff and Public Safety Operations Serving the Principals.

b. Stakeholder Engagement. The Agency will inform its service delivery practices and procedures through the engagement of Community Members in Crisis encountered by Field Staff or those with similar lived experience, Community Advisory Groups, an Operations Board, and Partner Agencies.

c. Information Sharing and Collaboration. The Agency will provide a forum for the sharing of information and resources for the purpose of developing expertise and data that can inform continuous learning on how to improve provision of mobile crisis de-escalation and referral services and better meet the needs of both Community Members in Crisis, Public Safety Operations Serving the Principals, and Partner Agencies.

d. Limitation on Authority. The Agency shall have no authority to set local policies or take enforcement action on behalf of any Principal.

e. Expansion of Scope of Services. The Agency may provide additional ancillary public services to the extent reasonably necessary for the development and implementation of best practices in delivery of mobile crisis response and de-escalation and referral, upon approval of a Supermajority Vote of the Executive Board. The Agency shall not operate any crisis stabilization facilities for the care of Community Members in Crisis or provide any ongoing clinical services.

f. An expansion of the scope of services is defined as items consistent with but not expressly enumerated in this Section 5.

g. The initial staffing and organizational chart for the Agency, upon which the initial Agency biennial budget is based, is set forth at Exhibit A.

SECTION 6. AGENCY POWERS.

Through its Executive Board, the Agency shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030, as authorized, amended, or removed by the Executive Board, including but not limited to the following:

- a. Recommend action to the legislative bodies of the Principals.
- b. Review and approve budget expenditures for the Agency.
- c. Establish policies for expenditures of budget items for the Agency.
- d. Review and adopt a personnel policy for the Agency (if applicable).
- e. Review and approve operating and financial policies for the Agency.
- f. Establish a fund or special fund or funds as authorized by RCW 39.34.030 for the operation of the Agency.
- g. Conduct regular and special meetings as may be designated by the Executive Board consistent with the Open Public Meetings Act.
- h. Maintain, retain and manage records in accordance with the State Public Records Act, and other applicable state and federal laws and regulations, consistent with Section 8.
- i. Determine what services shall be offered and under what terms they shall be offered, consistent with Section 5.
- j. Retain an Executive Director.
- k. Create advisory boards and committees to review and make recommendations.
- l. Approve strategic plans.
- m. Approve the addition of new Principals to this Agreement and the terms of participation in the Agency and receipt of Agency services.
- n. Enter into agreements with third parties for goods and services necessary to fully implement the purposes of this Agreement.
- o. Direct and supervise the Executive Director.
- p. Make purchases or contract for services necessary to fully implement the purposes of this Agreement.
- q. Enter into agreements with, and receive and distribute funds, from any federal, state or local agencies.
- r. Receive all funds allocated to the Agency by Principals.

- s. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of the Agency.
- t. Sell, convey, lease, exchange, transfer, and otherwise dispose of all of its property and assets.
- u. Sue and be sued, complain and defend, in all courts of competent jurisdiction in the Agency's name.
- v. Make and alter bylaws for the administration and regulation of its affairs.
- w. Any and all other lawful acts necessary to further the Agency's goals and purposes.

SECTION 7. EXECUTIVE BOARD: COMPOSITION AND OPERATION.

- a. Composition. The Agency shall be governed by an Executive Board composed of one representative from each Principal, which representative shall be the Chief Administrative Officer of each such Principal or their alternate as provided in Section 7.d. Such representatives are referred to as a Member or Members of the Executive Board.
- b. Conditions for Serving on Executive Board. All Members and their alternates shall serve without compensation from the Agency. Members may serve only for such time as they are the duly appointed or acting Chief Administrative Officer of their respective agency.
- c. Powers. The Executive Board shall have final decision-making authority upon all Agency policy issues and shall exercise the powers described in Section 6. The Executive Board may delegate responsibility for execution of Executive Board policies and directives and for day-to-day operational decision-making to the Executive Director, including the hiring and supervision of additional staff positions authorized by the Executive Board (subject to the terms of Section 10).
- d. Alternates. Each Member of the Executive Board may designate one alternate to serve on the Executive Board when such Member is absent or unable to serve. All alternates must be designated in writing and must have been previously provided to the Executive Board. All alternates must have management and/or director responsibilities within such individual's respective agency central administration. Either the primary Member or such Member's alternate may attend meetings of the Executive Board; provided, however, if both representatives are in attendance at a meeting of the Executive Board, only the primary Member of the Executive Board shall be included for purposes of establishing a quorum and voting on matters before the Executive Board. If an alternate is serving in a meeting on behalf of a Member, such alternate shall have all of the rights and authority of the primary Member of the Executive Board under this Agreement, including but not limited to establishing a quorum and voting on matters

before the Executive Board. When a Member of the Executive Board is represented by a designated alternate, the Member is considered to have an excused absence from the meeting.

e. Quorum. 51% of the Members (or their alternates) in number plus one Member (or their alternate), excluding any Member which per Section 18 has given notice of withdrawal or has which been terminated by vote of the Executive Board, shall constitute a quorum of the Executive Board for purposes of doing business on any issue. (By way of example, a quorum of the Executive Board shall initially be four of the five Executive Board Members).

f. Voting. The Board shall strive to operate by consensus. All Executive Board decisions on items not listed in Section 7.g or as otherwise specified by Section 19 require a Simple Majority Vote for approval. A Member may not split its vote on an issue. No voting by proxies shall be allowed. Voting by a designated alternate shall not be considered voting by proxy.

- i. A Member representing a Principal that has given notice of withdrawal or which has been terminated shall be authorized to cast votes at the Executive Board only on those matters defined in Section 18.
- ii. The distribution of Weighted Votes on the Executive Board shall be adjusted annually as of the first day of each budget period based on the Budget Share.
- iii. In connection with the preparation of the 2025-2026 biennial budget, the Executive Board shall recommend to the Principals' legislative bodies an amendment to this Agreement adjusting the definition of Weighted Vote to incorporate additional factors such as the calls for service responded to by Field Staff within each Principal jurisdiction, or other factors that the Executive Board determines appropriate. It shall be the intent of the Executive Board to propose a new definition that is fair to all Principals and flexible enough to accommodate the addition of new Principals or withdrawal of existing Principals. It is also the intent of the Executive Board that if the Executive Board does not recommend an amendment to the definition of Weighted Vote in connection with the 2025-2026 biennium, the issue may be discussed in connection with a subsequent biennium.

g. Items Requiring Supermajority Vote for Approval. A Supermajority Vote of the Executive Board shall be required in order to approve the following items or actions:

- i. Approval of or amendment to the Agency budget, including other service charges.
- ii. A decision to acquire assets, equipment, real or personal property valued at over 20% of the then current budget for the budget period.

- iii. Admission of a new Principal.
- iv. Appointing or removing the Executive Director.
- v. Amending this Agreement (except for those amendments requiring unanimous consent of Principals under Section 19 of this Agreement).
- vi. Adoption or amendment of the Agency Bylaws, or amendment of the Agency Articles of Incorporation subject to other applicable requirements of chapter 24.06 RCW.
- vii. Other actions requiring a two-thirds majority vote under chapter 24.06 RCW, including termination, dissolution, or merger, consolidation or sale of all or substantially all assets of the Agency per Section 21).

h. Officers. The Executive Board shall have four officers: a President, Vice-President, Secretary and Treasurer. It will be the function of the President to preside at the meetings of the Executive Board. The Vice-President shall assume this role in absence of the President. At the first meeting of the Executive Board following the Effective Date of this Agreement, the Executive Board officers shall be elected, and shall serve in this capacity through May 31, 2024, whereupon new officers shall be elected by the Executive Board. Annually thereafter, the Executive Board shall elect a new President and Vice President for one-year terms commencing each June 1. In the event of a vacancy in the President position, the Vice-President shall assume the role of President for the balance of the term of the departed President. In the event of a vacancy in the Vice-President position, the Executive Board shall elect a new Vice-President to serve to the balance of the term of the departed Vice-President. An officer elected to fill the unexpired term of their predecessor shall not be precluded from serving one or more full annual terms of office following the end of such unexpired term. Any officer appointed by the Board may be removed by vote of the Board upon 30 days' written notice, with or without cause, in which event the Board shall promptly elect a new officer who shall serve until the next regular officers' board term begins (June 1). The Board shall appoint persons to serve as Secretary and Treasurer of the Agency, with such duties as may be described in the Agency Bylaws, provided that such persons shall not be Members of the Executive Board.

i. Staffing. The Executive Director shall assign Agency staff to support the Executive Board as the Executive Director deems appropriate.

j. Meetings. The Executive Board shall meet as often as it deems necessary and not less than six times each calendar year. The Executive Board shall, at least annually, adopt a regular meeting schedule for the upcoming calendar year, which states the time, date, and location for regular meetings of the Executive Board. Meeting agendas shall include, as needed, reports from or on behalf of the Operations Board and the Community Advisory Group. Individual members of the Operations Board and the Community Advisory Group are encouraged, similar to other members of the public, to provide comment on matters before the Executive Board.

Special meetings may be called by the President or a majority of the Members of the Executive Board as permitted in the Open Public Meetings Act. In an emergency, the Executive Board may dispense with written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Executive Board Members. Members (or alternates) may participate in meetings by telephone conference, video conference or other comparable means, as permitted by the Open Public Meetings Act. Regular and special meetings, including any executive sessions, must be properly noticed and held as required under the Open Public Meetings Act.

k. Parliamentary Procedure. Unless otherwise approved by vote of the Executive Board, upon the request of any Member of the Executive Board, Robert's Revised Rules of Order shall govern any proceeding of the Executive Board.

l. Public Comment. The Executive Board may allow public comment at its meetings and shall ensure there are multiple means for the public to offer comments to the Agency.

m. Agency Performance Metrics. In consultation with the Executive Director, the Executive Board shall from time to time adopt and revise performance metrics and targets for the Agency.

SECTION 8. PUBLIC RECORDS.

The Executive Director, or designee, shall keep records related to the Agency as required by law and in accordance with the policies, procedures and retention schedules as may be established by the Executive Board. Each Principal shall keep records related to the Agency as required by law and in accordance with such the policies, procedures and retention schedules as may be established by the Principal, and each Principal shall be responsible for responding to public disclosure requests addressed to it in accordance with the State Public Records Act and such procedures as may be established by the Party. The Fiscal Agent, in coordination with the Executive Director shall be responsible for responding to public disclosure requests addressed to the Agency in accordance with the State Public Records Act, and such procedures as may be established by the Executive Board.

SECTION 9. ADVISORY GROUPS; PRINCIPAL'S ASSEMBLY.

a. Operations Board. An Operations Board is hereby created to serve in an advisory capacity to the Executive Director and Executive Board. The Operations Board shall be composed of:

i. The Police Chief or their designee from each Principal.

- ii. Not less than one representative from a public safety dispatch agency providing service to at least one Principal.
- iii. Not less than one representative from a fire district, regional fire authority or fire department providing service to at least one Principal.
- iv. Not less than two representatives from Partner Agencies.
- v. Any additional representatives as determined by the Executive Board, it being the intent that the number of Police Chiefs or their designees serving on the Operations Board shall not exceed the number of other representatives on the Operations Board.

Operations Board Members, other than those identified in Section 9.a.i above, shall be nominated by a Member of the Executive Board and must be confirmed by a simple majority of the Executive Board. The Operations Board shall meet as often as it deems necessary and not less than six times each calendar year.

The Operations Board shall endeavor to promote interagency collaboration, cooperation and information sharing between the Public Safety Operations Serving the Principals, the Agency and its staff, and Partner Agencies. Specifically, the Operations Board shall provide advisory support to the Executive Director and the Executive Board in the review and development of proposed Agency operating policies and procedures, proposed program and service options, proposed training and outreach regarding Agency operations and procedures, information sharing, and such other matters as the Executive Board may direct. The Operations Board may, in its discretion, and with consent of the Executive Board President, make presentations to the Executive Board at Board meetings. The Executive Director shall regularly report to the Executive Board on the information and advice offered by the Operations Board. The Executive Director shall prepare summary minutes of each meeting of the Operations Board, ensuring protection of sensitive operational information of the Agency and its Principals as well as the privacy of persons served by the Agency and Operations Board members. The Executive Board shall consider input from the Operations Board in its deliberations.

b. Community Advisory Groups. The Executive Director shall establish and appoint members to one or more Community Advisory Groups comprised of individuals with experience as Community Members in Crisis, or other individuals with lived experience similar to that of Community Members in Crisis. In respect for the privacy of these individuals, the Community Advisory Group(s) shall not be considered standing committee(s) of the Agency. The Community Advisory Group(s) shall provide information and advice to the Executive Director on the policies and procedures of the Agency in its work with Community Members in Crisis. The Executive Director shall meet with the Community Advisory Group(s) approximately monthly, and in any event not less than 10 times per year. A Community Advisory Group may, in its discretion, and

with consent of the Executive Board President, make presentations to the Operations Board and Executive Board at regularly scheduled Board meetings. The Executive Director shall regularly report to the Executive Board and Operations Board on the information and advice offered by the Community Advisory Group(s). The Executive Director shall prepare summary minutes of each meeting of a Community Advisory Group, ensuring protection of sensitive operational information of the Agency and its Principals as well as the privacy of persons served by the Agency and Community Advisory Group members. The Executive Board and Operations Board shall consider such input from the Community Advisory Group(s) in their deliberations.

c. Principals Assembly. The Agency shall hold a Principals Assembly not less than three times per year in the first biennium of the Agency operations. Thereafter, the Principals Assembly shall be held at least one time per year. A Principals Assembly shall also be convened upon request of the legislative bodies of two or more Principals. If such Principals Assembly is convened, the legislative body of each Principal shall appoint one of its members to represent the legislative body at the Principals Assembly. The Principals Assembly shall be convened by the Executive Board for one meeting as a joint meeting with the Executive Board, at which the Executive Director shall present an annual report: (1) reviewing the activities of Agency for the previous calendar year; (2) presenting the work program and significant events for the upcoming calendar year; (3) presenting a financial management report for Agency, including in the year prior to the end of the current budget period, the proposed budget for the following budget period; and (4) reporting on workload and performance benchmarks of Agency. Also at the Principals Assembly, a representative from the Operations Board may present a report on its work in the prior calendar year, and priorities for the forthcoming year. At the Principals Assembly, the appointed legislative representatives may vote to recommend changes to the Agency's proposed budget policy, work program and performance measures program, and may provide additional comments and questions to the Executive Board and Executive Director. Voting by legislative representatives shall be on one-vote per Principal basis with a simple majority vote of Principals represented at the meeting required to approve any recommendation to be forwarded to the Executive Board. The agenda for the Principals Assembly shall be reported to the Executive Board no later than two weeks before such meeting by written report prepared by or at the direction of the Executive Director. The actions and recommendations of the Principals Assembly shall be advisory to the Executive Board.

SECTION 10. EXECUTIVE DIRECTOR.

a. Executive Director. The Executive Board shall be responsible for the appointment and termination of an Executive Director. The Executive Director shall have experience in the delivery of mental health services for persons with apparent

behavioral health issues and/or developmental disabilities, as well as administrative experience and such individual's appointment shall be on the basis of merit only. The Executive Director is an "at will" position and may be terminated from such position as Executive Director upon the Supermajority Vote of the Executive Board, with or without cause. The Executive Board shall consult with the Operations Board in the evaluation and selection of the Executive Director.

b. Duties of Executive Director. The Executive Director shall:

- i. Be responsible and report to the Executive Board and advise it from time to time on budget and other appropriate matters in order to fully implement the purposes of this Agreement.
- ii. Develop and submit to the Executive Board a proposed budget.
- iii. Consult with the Operations Board regarding Agency operations, programs and services. It is the intent of the parties that the Executive Director will seek the active participation and advice of the Operations Board in Agency operations.
- iv. Consult with staff from Public Safety Operations Serving the Principals and human services, mental health and behavioral health service providers on a regular basis to develop and improve the safety and efficacy of Field Staff activities.
- v. Administer the Agency in its day-to-day operations consistent with the policies adopted by the Executive Board.
- vi. Appoint persons to fill other staff positions, subject to confirmation by the Executive Board as the Board may require.
- vii. Report to the Executive Board on the Agency's effectiveness in meeting Executive Board adopted metrics and other performance targets.
- viii. Prepare and submit to the Executive Board and Principals Assembly an annual report as described in Section 9.c.

The Executive Director shall actively and continuously consider and evaluate all means and opportunities to enhance Agency services and programs. The Executive Director shall also gather and maintain data relevant to Agency services and best practices with respect to mobile crisis response for persons with behavioral health issues and/or developmental disabilities. The Executive Director shall present recommendations to the Operations Board and Executive Board from time to time. The Executive Director shall, at least quarterly, submit budget and operation performance reports to the Executive Board in a form acceptable to the Executive Board. The Executive Board shall provide direction to Executive Director as to which operational policies must be approved by the Executive Board and which may be implemented administratively.

SECTION 11. PERSONNEL POLICY.

The Executive Director may, as such individual deems necessary from time to time, submit to the Executive Board a proposed Agency personnel policy for the Executive Board's approval, rejection or modification. All modifications or revisions to personnel policies must have the final approval of the Executive Board. No personnel policies shall be required unless the Agency hires staff directly; any personnel policies applicable to loaned staff shall be consistent with the policies of the staff's principal employer.

SECTION 12. BUDGET, PAYMENT OF BUDGET SHARES, DELINQUENCIES, RESERVE FUNDS.

a. Budget Fiscal Year. Agency budget fiscal year shall be either the calendar year, or two calendar years as the Executive Board may determine. The "budget period" corresponds to the fiscal year or years so determined by the Board. The initial budget period will be the period from the date the Agency is legally established through the end of calendar year 2024.

b. Budget Approval. The Executive Director shall develop the proposed operating budget for the next budget period in consultation with the Operations Board. The Executive Director shall present a proposed budget to the Executive Board by no later than June 30 prior to the commencement of the budget period, together with any Operations Board's recommendations with respect to the proposed budget. The Executive Board shall review and revise the budget as it deems appropriate; conduct a public hearing on the draft budget; approve a draft budget and forward same to Principals, all no later than August 31. The budget shall be adopted by Supermajority Vote of the Executive Board effective no later than December 15 prior to commencement of the budget period, following confirmation of the approval by the legislative authorities of Principals of each respective shares of the budget, as evidenced by resolution or other appropriate method received by Agency no later than December 1 preceding the commencement of the budget period. Failure of a Principal to approve its share of the budget before the commencement of the budget period shall result in the Agency no longer responding to Community Members in Crisis within the jurisdictional boundaries of the Principal, effective as of the first day of the budget period for which the budget was not approved.

c. Budget Modifications. Modifications to the budget must be approved by a Supermajority Vote of the Executive Board as necessary from time to time after each Principal has approved its own budget in order to conform the Agency budget to the budgets adopted by the Principals and account for other operating changes.

d. Cost Allocation and Budget Share. The Agency budget for Agency costs shall, in the 2023-2024 budget period, be allocated as shown on Exhibit B. Thereafter,

Agency costs, net of revenues from grants or other sources, shall be allocated between Principals in each budget period (as determined by the Executive Board) on a per capita basis, based on the April 1 Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington published by the Washington State Office of Financial Management Population Estimate (or equivalent population database) in the year prior to the commencement of the budget period. Each Principals' cost allocation for a budget period is also referred to as the Principal's Budget Share.

e. Payment of Agency Charges. Each Principal shall pay its Budget Share in equal installments no later than January 15, April 15, July 15 and October 15 of each year, or on such schedule as may otherwise be approved by the Executive Board.

f. Delinquencies. Payments not received when due shall bear interest at the rate of 12% per annum, or such lower maximum allowable rate as provided by law and approved by the Executive Board, until paid. If a payment is more than three months delinquent, the delinquent Principal shall not be entitled to vote on any Executive Board matter until all delinquent payments together with accrued interest have been paid. A Principal who is six months delinquent in payment shall not have access to Agency services until all payments including accrued interest have been made. A Principal who is one year delinquent is deemed to have withdrawn as a Principal and to have withdrawn from the Agreement. A delinquent Principal (whose has not yet been determined to have withdrawn from this Agreement) in attendance at a meeting shall be included for purposes of establishing a quorum. Withdrawal does not extinguish the obligation to pay Agency for its Budget Share(s) during the time it was a party to this Agreement, together with interest.

g. Reserve Funds. The Executive Board may establish and fund reserve funds to support operations of the Agency, at levels the Executive Board determines to be appropriate.

SECTION 13. USE OF AGENCY FUNDS.

a. Use Guidelines. Consistent with any use imposed on particular funds by statute, ordinance, contract, this Agreement or any bylaws adopted by Agency, Agency may use any available funds for any purpose authorized by this Agreement in connection with an authorized expenditure.

b. Eligibility for King County Mental Illness and Drug Dependency (MIDD) Funds. The Principals place a high priority on securing grants of MIDD funds and other grants to significantly offset funds Principals would otherwise need to contribute to pay for operation and management of the Agency. The Executive Board and Executive Director shall take all steps reasonably necessary to ensure the Agency remains eligible for receipt of MIDD grant funds.

SECTION 14. ADDITION OF NEW PRINCIPALS

a. Additional Principals. A governmental entity meeting the qualifications of a Principal in Section 3.t and this Section may be admitted as an Agency Principal upon Supermajority Vote of the Executive Board as required under Section 7.g. In addition to meeting the conditions of Section 3.t, a city seeking to become a Principal must:

- i. Have a coterminous jurisdictional boundary with at least one then-current Principal;
- ii. Accept the terms of this Agreement, any Agency Bylaws, and adopted policies and procedures; and
- iii. Not have held Principal status with the Agency within the five years immediately preceding the date of application to become a Principal.

b. Other Conditions for Additional Principals. As a condition of becoming a Principal, the Executive Board may require payment or other contributions or actions by the new Principal as the Executive Board may deem appropriate and may set such start date for service as it deems appropriate, it being the intention of this provision that the addition of new Principals shall not cause pre-existing Principals to incur additional cost or to experience any material reduction in services from the Agency.

c. Addition of Non-City Principals. A non-city governmental entity otherwise meeting the requirements of Section 14.a. may be admitted as an Agency Principal on the terms and conditions acceptable to the parties and their respective legislative authorities.

d. No Additional Principals in first year of Agency Operations. Notwithstanding the foregoing terms of this Section 14, no Principals in addition to the Formation Principals shall be admitted within the first year of the Agency's operations.

SECTION 15. FISCAL AGENT, CONTRACT AND SUPPORT SERVICES.

a. Agency Staffing. Initial staffing and operations (including Fiscal Agent duties) are expected to be transferred to the Agency from the RADAR Program established by the 2019 Agreement, and the applicable Member jurisdictions from and after the Effective Date of this Agreement. All staff serving the Agency (including the Executive Director) may be hired directly by the Agency or may be provided through an agreement with a Principal or other agency to provide such staff and support services. All such staffing agreements shall be approved by Simple Majority Vote of the Executive Board and shall provide for the full compensation for the services of such employees. It is contemplated that the Fiscal Agent shall also be the agency loaning staff to Agency.

From and after the Effective Date of this Agreement, the parties agree that the Executive Director and other Agency staff shall, unless otherwise determined by the

Executive Board, be loaned staff who are employees of the City of Kirkland. The terms of such loan to the Agency shall be provided by separate agreement between the Agency and the City of Kirkland. The Executive Board may, from time to time, contract with one or more other Principals or agencies for loaned staff and/or contract and support services as provided herein. All such contracts shall be approved by simple Majority Vote of the Executive Board.

b. Fiscal Agent. Unless otherwise determined by the Executive Board, the Agency shall have a lead administering agency, designated by the Executive Board, to carry out administrative functions and act as the Fiscal Agent for the Agency. The Fiscal Agent may be the Agency itself or may be a Principal or other agency pursuant to an agreement between the Agency and the Fiscal Agent. All such Fiscal Agent agreements shall be approved by Simple Majority Vote of the Executive Board, and shall provide for the full compensation for such services. The Fiscal Agent, if any, will have all power and authority necessary or appropriate to deposit, manage, invest and expend Agency funds in furtherance of the purposes of this Agreement. Subject to such additional requirements as may be set forth by the Executive Board, the Fiscal Agent for Agency shall as necessary contract with appropriate local governments or other third parties for staff, supplies and services. The Fiscal Agent may cease serving as the Fiscal Agent upon six months written notice to the Executive Board.

From and after the Effective Date of this Agreement, the parties agree that the initial Fiscal Agent shall be the City of Kirkland. The terms for the Fiscal Agent shall be provided by separate agreement between the Agency and the City of Kirkland. Such agreement shall be approved by Simple Majority Vote of the Executive Board and may include terms relating to providing financial, information technology, records management, legal, office space, fleet vehicles and vehicle maintenance, uniforms, radios, and other services, facilities and materials to Agency. The Executive Board may, from time to time, contract with one or more other Principals or agencies for successor Fiscal Agents and support services as provided herein. All such contracts shall be approved by simple Majority Vote of the Executive Board.

c. General Contract and Support Services. The Executive Board or the Executive Director with advice of the Executive Board shall as necessary contract with appropriate local governments or other third parties for the use of space for its operations, and for staff and auxiliary services including, but not limited to, records, payroll, accounting, legal, purchasing, information technology, and data processing.

SECTION 16. RETAINED POWERS OF PRINCIPALS.

Each Principal shall retain the responsibility and authority for its operational departments and for such equipment and services as are required at its place of operation to communicate with Agency staff operations. Interconnecting equipment and services will

not be included in Agency's budget and operational program, except as the Executive Board may determine.

SECTION 17. INVENTORY AND PROPERTY.

a. Ownership of Property. Real and personal property purchased or otherwise acquired pursuant to or in connection with this Agreement shall be owned in the name of the Agency. The Agency may dispose of and otherwise convey its property as provided by law and policies of the Agency.

b. Equipment and Furnishings. Equipment and furnishings for Agency's operation shall be acquired as provided by law. If any Principal provides equipment or furnishings for Agency's use, title to the same shall rest with the respective local entity unless that equipment or furnishing is acquired by Agency.

c. Annual Inventory. The Executive Director shall maintain and annually update an inventory of equipment and furnishings owned by, leased or temporarily assigned to Agency, and the values thereof.

d. Return of Loaned Property. In the event of dissolution or termination of Agency, assigned or loaned items shall be returned to the lending entity and all other items or funds derived from the sale thereof shall be distributed to Principals as described in Section 20.

SECTION 18. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL.

a. Except as provided in Section 2, any Principal may withdraw its membership and terminate its participation in this Agreement by providing written notice and serving that notice on the Agency Executive Board on or before December 31 in any year. After providing appropriate notice as provided in this Section, that Principal's membership withdrawal shall become effective on the last day of the calendar year following delivery and service of appropriate notice to all other Principals.

b. A Principal who withdraws or is terminated (by being deemed withdrawn for nonpayment pursuant to Section 12(f)) shall hold the remaining Principals harmless against any resultant increased capital and/or operating costs allocated to them, for a project approved by the Executive Board prior to notice of withdrawal or termination.

c. Time is of the essence in giving notice of termination and/or withdrawal.

d. The termination and/or withdrawal of a Principal shall not discharge or relieve any Principal of its obligations to Agency.

e. An Executive Board Member representing a Principal that (1) has given notice of withdrawal, or (2) has been terminated by vote of the Executive Board which termination is effective at a future date, shall be authorized to cast votes at the Executive

Board only on budget items to be implemented prior to the withdrawal or termination date.

SECTION 19. AMENDMENT OF AGREEMENT.

This Agreement may be amended upon approval of a Supermajority Vote of the Executive Board except that any amendment affecting the following shall require consent of the legislative authorities of all Principals:

- a. Expansion of the scope of services provided by the Agency beyond the scope of expansion authorized in Section 5.g.
- b. The terms and conditions of membership on the Executive Board.
- c. Voting rights of Executive Board Members.
- d. Powers of the Executive Board.
- e. Principal contribution responsibilities inconsistent with Section 12.d.
- f. Hold harmless and indemnification requirements.
- g. Provisions regarding duration, termination or withdrawal.
- h. Adding a non-city Principal pursuant to Section 14.
- i. The conditions of this Section.

This Section shall not be construed to require legislative authority consent for the addition of a new Principal.

No Party shall transfer or assign a portion or all of its responsibilities or rights under this Agreement, except with the prior authorization of the Executive Board.

SECTION 20. TERMINATION OF AGREEMENT; DISSOLUTION OF AGENCY.

a. Generally. This Agreement may be terminated upon the approval of a Supermajority Vote of the Executive Board. The termination shall be by direction of the Executive Board to wind up business by a date specified by the Executive Board, which date shall be at least one year following the date of the vote to terminate. Upon the final termination date, this Agreement shall be fully terminated.

b. Distribution of Property on Termination of Agreement. Upon termination of this Agreement, all property acquired during the life of the Agreement remaining in ownership of the Agency shall be disposed of in the following manner:

- i. Real or Personal Property. All real or personal property purchased pursuant to this Agreement and all unexpended funds or reserve funds, net of all outstanding Agency liabilities, shall be distributed to those Principals still participating in the Agency on the day prior to the termination date and shall be apportioned between Principals

based on the ratio that the average of each Principal's contributions to the operating budget over the preceding six years bears to the total of all then remaining Principals' operating budget contributions paid during such six-year period. The Executive Board shall have the discretion to allocate the real or personal property and funds as it deems appropriate, and the apportionment, determined consistent with the preceding sentence, need not be exact.

- ii. Loaned Property. In the event of dissolution or termination of the Agency, assigned or loaned assets shall be returned to the lending entity.
- iii. Allocation of Liabilities. In the event outstanding liabilities of the Agency exceed the value of personal and real property and funds on hand, all Principals shall contribute to retirement of those liabilities in the same manner as which they would share in the distribution of properties and funds per subsection "i" above.

c. Notwithstanding the foregoing, in the event of withdrawal or termination of Principals such that not more than three Principals remain party to this Agreement, then the Agreement shall terminate one year from the first date that only three Principals remain.

d. Notwithstanding the foregoing, the Agreement may not be terminated if to do so would abrogate or otherwise impair any outstanding obligations of the Agency, unless provision is made for those obligations.

SECTION 21. MERGER, CONSOLIDATION OR SALE OF ALL OR SUBSTANTIALLY ALL ASSETS.

Approval of the merger or consolidation of the Agency with another entity, or the sale of all or substantially all assets of the Agency, shall require a Supermajority Vote.

SECTION 22. DISPUTE RESOLUTION.

a. Whenever any dispute arises between Principals or between the Principals and the Agency (referred to collectively in this Section as the "parties") under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute by the process described in this Section.

b. The parties shall seek in good faith to resolve any such dispute or concern by meeting, as soon as feasible. The meeting shall include the President of the Executive Board, the Executive Director, and a representative(s) of the Principal(s), if a Principal(s) is involved in the dispute.

c. If the parties do not come to an agreement on the dispute or concern, any party may request mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The mediator(s) shall be mutually agreed upon and shall be skilled in the legal and business aspects of the subject matter of this Agreement. The parties shall share equally the costs of mediation and assume their own costs.

SECTION 23. INSURANCE.

a. The Executive Board, the Executive Director and the Agency shall take such steps as are reasonably practicable to minimize the liability of the Principals, including but not limited to the utilization of sound business practices. The Executive Board shall determine which, if any, insurance policies may be reasonably practicably acquired to cover the operations of the Agency and the activities of the parties pursuant to this Agreement (which may include Directors and Officers, Commercial General Liability, Auto, Workers' Compensation, Stop Gap/ Employer's Liability, errors and omissions, crime/ fidelity insurance, CyberRisk), and shall direct the acquisition of same.

b. No Field Staff shall be deployed unless insurance approved by the Executive Board is in place covering their actions and insuring both Field Staff, Agency and the Principals from liability resulting from Field Staff actions. The cost of such insurance shall be borne by the Agency.

c. To the extent practicable, all Principals shall be named as additional insureds (or an equivalent) on any policy held by the Agency, including pool insurance.

SECTION 24. INDEMNIFICATION AND HOLD HARMLESS.

a. Provisions regarding the "Fiscal Agent" in this Section shall apply when a Principal is acting as Fiscal Agent. In the event the Fiscal Agent appointed by the Executive Board is not a Principal or government agency, the agreement between the Agency and the Fiscal Agent shall establish the applicable indemnification and hold harmless provisions.

b. Each Principal shall indemnify and hold other Principals, their officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees and costs ("Damages"), arising out of that Principal's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused in whole or in part by another Principal.

c. Each Principal shall indemnify and hold the Agency and its officers, officials, employees and volunteers harmless from any and all Damages arising out of that Principal's acts or omissions in connection with the performance of its obligations

under this Agreement, except to the extent the injuries and damages are caused by the Agency.

d. As provided in its Articles of Incorporation, the Agency shall indemnify and hold each Principal its officers, officials, employees and volunteers harmless from any and all Damages arising out of the Agency's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused by any Principal.

e. The Agency shall indemnify and hold the Fiscal Agent harmless from any and all Damages arising out of that Principal's or the Agency's acts or omissions in connection with the performance of their respective obligations under this Agreement, except to the extent the injuries and damages are caused by the Fiscal Agent.

f. Each Principal shall indemnify and hold the Fiscal Agent harmless from any and all Damages arising out of that Principal's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused by the Fiscal Agent.

g. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of a party hereto and the Agency, its officers, officials, employees, and volunteers, the party's liability hereunder shall be only to the extent of the party's negligence. It is further specifically and expressly understood that the indemnification provided in this Section constitutes each party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose 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.

h. Each party shall give the other parties proper notice as provided in Section 26, of any claim or suit coming within the purview of these indemnities. Termination of this Agreement, a Principal's withdrawal from the Agency (collectively for purposes of this subparagraph "Termination"), shall not affect the continuing obligations of each of the parties as indemnitors hereunder with respect to those indemnities and which shall have occurred prior to such Termination.

SECTION 25. INTERGOVERNMENTAL COOPERATION.

The Agency shall cooperate with local, state and federal governmental agencies in order to maximize the utilization of any grant funds for equipment and operations and to enhance the effectiveness of the Agency's operations and minimize costs of service delivery.

SECTION 26. NOTICE.

Notices required to be given to the Agency under the terms of this Agreement shall be directed to the following unless all Principals are otherwise notified in writing:

President, Agency Executive Board
c/o Principal agency's address

Notices to Principals or Executive Board Members required hereunder may be given by mail, overnight delivery, email (with confirmation of transmission), or personal delivery. Each Principal and Executive Board Member shall provide the President of the Agency Executive Board written notice of the address for providing notice. Any change in address shall be promptly sent to the President of the Executive Board. Notice or other written communication shall be deemed to be delivered at the time when the same is postmarked in the mail or overnight delivery services, sent by email (with confirmation of transmission), or received by personal delivery.

SECTION 27. CHOICE OF LAW; VENUE.

This Agreement and any rights, remedies, and/or obligations provided for in this Agreement shall be governed, construed, and enforced in accordance with the substantive and procedural laws of the State of Washington. The parties agree that the Superior Court of King County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

SECTION 28. FILING.

Pursuant to RCW 39.34.040, this Agreement shall be filed with King County, or, alternatively, listed by subject on a Principal's web site or other electronically retrievable public source.

SECTION 29. NO THIRD PARTY BENEFICIARIES.

There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

SECTION 30. SEVERABILITY.

The invalidity or any clause, sentence, paragraph, subdivision, section or portion of this agreement shall not affect the validity of the remainder of the Agreement.

SECTION 31. RATIFICATION.

All prior acts taken by the Principals consistent with this Agreement but prior to its Effective Date are hereby ratified and confirmed.

SECTION 32. COMPLIANCE WITH LAWS; NONDISCRIMINATION.

During the term of this Agreement, the Agency and the parties hereto shall comply with all federal, state, and local laws as necessary to carry out the terms of this Agreement. Further, to the extent that any of the services provided by the Agency under this Agreement constitute the retention, security, confidentiality or other handling of certain “protected” health information under the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations thereunder by the U.S. Department of Health and Human Services and other applicable laws including chapter 70.02 RCW, the Washington Uniform Health Care Information Act, as amended, the parties agree to comply with such laws and execute documents as necessary to implement the requirements under such laws.

The parties and the Agency shall comply with the nondiscrimination requirements of applicable federal, state and local statutes and regulations.

SECTION 33. ENTIRE AGREEMENT.

The Parties agree that this Agreement, including any attached exhibits, constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties. No other agreement, written or oral, expressed or implied, exists between the Parties with respect to the subject matter of this Agreement, and the Parties declare and represent that no promise, inducement, or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them.

SECTION 34. TERMINATION OF 2019 AGREEMENT.

This Agreement is intended to replace the existing 2019 Agreement among the Formation Principals with respect to the RADAR Program. From and after the Effective Date of this Agreement, the Formation Principals agree that the 2019 Agreement shall be

terminated and shall be superseded and replaced by the terms of this Agreement. Initial staffing and operations (including Fiscal Agent duties) are expected to be transferred to the Agency from the RADAR Program and the applicable Member jurisdictions from and after the Effective Date of this Agreement.

SECTION 35. EXECUTION, COUNTERPARTS AND EFFECTIVE DATE.

This Agreement and any amendments thereto, shall be executed on behalf of each Principal by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance. This Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument. This Agreement shall be deemed adopted and effective as of [January 1, 2023] (the “Effective Date”), subject to approval by the legislative bodies of all five Principals prior filing of the Agreement as required by Section 28.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed by each party on the dates set forth below.

CITY OF BOTHELL

CITY OF KENMORE

Date

Date

Approved as to Form:

Approved as to Form:

City Attorney
Date: _____

City Attorney
Date: _____

CITY OF KIRKLAND

CITY OF LAKE FOREST PARK

Date

Date

Approved as to Form:

Approved as to Form:

City Attorney
Date: _____

City Attorney
Date: _____

CITY OF SHORELINE

Date

Approved as to Form:

City Attorney

Date: _____

EXHIBIT A
Initial Agency Organizational Chart



EXHIBIT B
2023-2024 BUDGET AND PRINCIPAL BUDGET SHARES

2023-2024 Regional Crisis Response Agency Budget

Budget	START-UP COST	ONGOING OPERATIONS			GRANDTOTAL (START-UP & ONGOING)
		2023	2024	TOTAL '23-'24	
EXPENSES					
Personnel	\$8,580	\$2,020,933	\$2,104,847	\$4,125,780	\$4,134,360
Professional Services & Training	\$18,000	\$49,400	\$50,882	\$100,282	\$118,282
Clothing and Equipment	\$41,400	\$10,450	\$10,764	\$21,214	\$62,614
IT, Supplies, and Furniture	\$52,830	\$155,745	\$160,763	\$316,508	\$369,338
Vehicles	\$100,000	\$24,740	\$25,482	\$50,222	\$150,222
Miscellaneous	\$184,246	\$195,340	\$201,917	\$397,257	\$581,502
TOTAL EXPENSES	\$405,056	\$2,456,607	\$2,554,655	\$5,011,262	\$5,416,318
REVENUES					
Grants/Other External Revenue*		\$588,400	\$508,400	\$1,096,800	\$1,096,800
TOTAL REVENUES		\$588,400	\$508,400	\$1,096,800	\$1,096,800
PROGRAM BALANCE (covered by Principals)	\$405,056	\$1,868,207	\$2,046,255	\$3,914,462	\$4,319,518

*The budget assumes MIDD grant funding will be awarded in 2023-2024 at roughly \$436,000 per year. The balance is grants from WASPC and DOJ.

2023-2024 Principal Budget Shares

	Bothell	Kenmore	Kirkland	LFP	Shoreline	Total
Population (April 2022 Revised OFM)	48,940	24,090	93,570	13,620	60,320	240,540
% of Total	20.35%	10.01%	38.90%	5.66%	25.08%	100.00%
PRINCIPAL SHARES						
2023 Start-Up (1-Time Costs)	\$82,412	\$40,566	\$157,567	\$22,935	\$101,575	\$405,056
2023 On-going Costs	\$265,509	\$130,693	\$1,070,865	\$73,891	\$327,248	\$1,868,207
2024 On-going Costs	\$312,532	\$153,839	\$1,107,700	\$86,978	\$385,205	\$2,046,255
TOTAL 2023-2024	\$660,454	\$325,099	\$2,336,132	\$183,804	\$814,029	\$4,319,518

ALLOCATION METHODOLOGY

The one-time start-up costs are shared on a per capita basis. In 2023-2024, Kirkland covers the cost of 3.5 FTEs, and the remaining costs not funded through other revenues are funded by the five cities on a per-capita basis.

ARTICLES OF INCORPORATION
OF
REGIONAL CRISIS RESPONSE AGENCY

We, the undersigned, acting as the incorporators of a nonprofit corporation under the provisions of the Washington Nonprofit Miscellaneous and Mutual Corporations Act (chapter 24.06 of the Revised Code of Washington (“RCW”), referred to herein as the “Act”) and the Washington Interlocal Cooperation Act (chapter 39.34 RCW), hereby sign and verify the following Articles of Incorporation (“Articles”) for such corporation:

ARTICLE I — NAME

The name of this corporation is: REGIONAL CRISIS RESPONSE AGENCY (the “Agency”).

ARTICLE II — DURATION

The period of duration of the Agency is perpetual.

ARTICLE III — PURPOSES

The Agency is organized on behalf of and as an instrumentality of its governmental members to carry out certain exclusively governmental activities and the purposes of the Regional Crisis Response Agency Interlocal Agreement (the “Interlocal Agreement”) pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW. These purposes include developing, owning, operating and managing and maintaining a mobile crisis response agency as further described in the Interlocal Agreement.

ARTICLE IV — PROHIBITED ACTIVITY

Notwithstanding any of the provisions of these Articles, the Agency shall not conduct or carry-on activities not permitted to be conducted or carried on by an organization exempt from federal income tax under Sections 115 of the Internal Revenue Code or by an organization, contributions to which are deductible under Section 170(c)(2). No part of the net earnings of the Agency shall inure to the benefit of any director, officer, or private individual. No substantial part of the activities of the Agency shall be devoted to the carrying on of propaganda, or otherwise attempting to influence legislation except as may be permitted by the Internal Revenue Code, and the Agency shall not participate in, or intervene in (including the publication or distribution of statements regarding) any political campaign on behalf of or in opposition to any candidate for public office. The Agency shall not have or issue shares of stock, shall not make any disbursement of income to its directors or officers, and shall not make loans to its officers or directors.

ARTICLE V — POWERS

In general, and subject to such limitations and conditions as are or may be prescribed by law, or in these Articles or in the Agency's Bylaws or in the Interlocal Agreement, the Agency shall have all powers which now or hereafter are conferred under chapters 24.06 and 39.34 RCW and other applicable law upon a corporation organized for the purposes set forth above, or are necessary or incidental to the powers so conferred, or are conducive to the attainment of the Agency's purposes.

ARTICLE VI — MEMBERS

Each Member of the Agency must be a general-purpose municipal corporation formed and existing under the laws of the state of Washington meeting the requirements described in the Interlocal Agreement. As used in these Articles, the term "Members" means "Principals" as defined in the Interlocal Agreement. The rights and responsibilities of the Members/Principals and the manner of their election, appointment, or admission to membership and termination of membership shall be as provided for in the Interlocal Agreement. The Agency shall have one class of Members/Principals, except that each Member/Principal may be treated as a separate class for calculating votes as provided for in the Interlocal Agreement.

ARTICLE VII — DISTRIBUTIONS UPON DISSOLUTION

No director, trustee, or officer of the Agency, nor any private individual, shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the Agency or the winding up of its affairs. Upon dissolution of the Agency, after paying, satisfying, and discharging, or making adequate provision therefor, of all liabilities and obligations of the Agency, and after returning, transferring, or conveying assets held by the Agency requiring return, transfer, or conveyance on condition of the dissolution, all remaining assets of the Agency shall be distributed by the Executive Board as provided for in the Interlocal Agreement.

ARTICLE VIII — DISSENTING MEMBERS

"Dissenting members," as that term is used in RCW 24.06.245 through 255, will be entitled to the rights and allocation of assets set forth in the Interlocal Agreement, but may be limited to "a return of less than the fair value" of their membership as that term is used in RCW 24.06.255.

ARTICLE IX — BYLAWS

Provisions for the regulation of the internal affairs of the Agency shall be set forth in the Bylaws of the Agency.

ARTICLE X — REGISTERED AGENT

The address of the initial registered office of the Agency is City of Kirkland (c/o the Regional Crisis Response Agency), 123 5th Avenue, Kirkland, WA 98033. The name and address of its initial registered agent is the City Clerk (or such officer's designee), City of Kirkland, 123 5th Avenue, Kirkland, WA 98033.

ARTICLE XI — DIRECTORS

The initial board of directors (referred to in the Interlocal Agreement as the “Executive Board”) shall consist of five (5) directors. The names and addresses of the persons who are to serve as initial directors are:

[____], City Manager
City of Bothell
18415 101st Avenue N.E.
Bothell, WA 98011

[____], City Manager
City of Kenmore
18120 68th Ave. N.E.
Kenmore, WA 98028

[____], City Manager
City of Kirkland
123 Fifth Avenue
Kirkland, WA 98033

[____], City Administrator
City of Lake Forest Park
17425 Ballinger Way NE
Lake Forest Park, WA 98155

[____], City Manager
City of Shoreline
17500 Midvale Ave. N.
Shoreline, WA 98133

Actions of the Directors of the Agency shall be conducted as provided in the Interlocal Agreement, the Bylaws and policies of the Agency. The Board shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030 and chapter 24.06 RCW, as they now exist or may hereafter be amended, and as authorized, amended, or removed by the Directors, as provided for in the Interlocal Agreement, and including but not limited to the powers provided for in the Interlocal Agreement.

Directors may be removed as provided for in the Interlocal Agreement.

ARTICLE XII -- OFFICERS

The Agency shall have four officers, a President, Vice-President, Secretary and Treasurer. The responsibilities of the officers shall be described in the Interlocal Agreement and the Agency Bylaws.

ARTICLE XIII — INCORPORATORS

The names and addresses of the incorporators are:

[____], City Manager
City of Bothell
18415 101st Avenue N.E.
Bothell, WA 98011

[____], City Manager
City of Kenmore
18120 68th Ave. N.E.
Kenmore, WA 98028

[____], City Manager
City of Kirkland
123 Fifth Avenue
Kirkland, WA 98033

[____], City Administrator
City of Lake Forest Park
17425 Ballinger Way NE
Lake Forest Park, WA 98155

[____], City Manager
City of Shoreline
17500 Midvale Ave. N.
Shoreline, WA 98133

ARTICLE XIV — LIMITATION OF DIRECTOR LIABILITY

Except to the extent otherwise required by applicable law (as it exists on the date of the adoption of this Article or may be amended from time to time), a director of the Agency (a director is referred to as a “Member of the Executive Board” in the Interlocal Agreement) shall not be personally

liable to the Agency for monetary damages for conduct as a director, except for liability of the director (i) for acts or omissions which involve intentional misconduct by the director or a knowing violation of law by the director, (ii) for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled, or (iii) for any act or omission occurring before the date when this provision becomes effective.

If the Act is hereafter amended to expand or increase the power of the Agency to eliminate or limit the personal liability of directors, then, without any further requirement of action by the directors of the Agency, the liability of a director shall be eliminated or limited to the full extent permitted by the Act. No amendment to or repeal of this Article shall adversely affect any right of protection of any director of the Agency occurring after the date of the adoption of this Article and prior to such amendment or repeal.

ARTICLE XV — INDEMNIFICATION

Except as provided in Article XIV, the Agency shall indemnify any director and officer of the Agency who is involved in any capacity in a proceeding (as defined in RCW 23B.08.500, as presently in effect and as hereafter amended) by reason of the position held by such person or entity in the Agency to the full extent allowed by law, as presently in effect and as hereafter amended. By means of a resolution or of a contract specifically approved by the Board of Directors (referred to as the “Executive Board” in the Interlocal Agreement), the Agency may also indemnify an employee, or agent to such degree as the Board of Directors determines to be reasonable, appropriate, and consistent with applicable law and to be in the best interests of the Agency. Reasonable expenses incurred by a director or officer who is involved in any capacity in a proceeding by reason of the position held in the Agency, shall be advanced by the Agency to the full extent allowed by and on the conditions required by applicable law, as presently in effect and as hereafter amended.

The Board of Directors of the Agency shall have the right to designate the counsel who shall defend any person or entity who may be entitled to indemnification, to approve any settlement, and to approve in advance any expense. The rights conferred by or pursuant to this Article shall not be exclusive of any other rights that any person may have or acquire under any applicable law (as presently in effect and as hereafter amended), these Articles, the bylaws of the Agency, a vote of the Board of Directors of the Agency, or otherwise. No amendment to or repeal of this Article shall adversely affect any right of any director, officer, employee, or agent for events occurring after the date of the adoption of this Article and prior to such amendment or repeal.

The Agency shall also indemnify and hold harmless every Member/Principal, including, but not limited to that Member’s/Principal’s officers, directors, employees and agents from all claims, injuries, damages, losses or suits, including reasonable attorney fees and costs which arise out of acts and/or omissions of the Agency.

Nothing in these Articles may be interpreted as a waiver of sovereign immunity by any member.

Indemnification of directors and officers by the Agency shall be consistent with the terms of the Interlocal Agreement, the Act, the Interlocal Cooperation Act and other applicable law. In the event of any inconsistency between this Article and the Interlocal Agreement, the terms of the Interlocal Agreement shall control to the extent consistent with applicable law.

Notwithstanding any other provision of this Article, no indemnification shall be provided to any person if in the reasonable opinion of competent counsel, payment of such indemnification would cause the Agency to lose its exemption from federal income taxation.

ARTICLE XVI — CONFLICTS

In the case of any conflict between any of these Articles and the Bylaws of the Agency, these Articles shall control. In the case of any conflict between these Articles and the Interlocal Agreement, the Interlocal Agreement shall control.

ARTICLE XVII — DATE OF INCORPORATION

The date of incorporation of the Agency shall be _____, 2023.

ARTICLE XVIII — NO CORPORATE STOCK; NO DISTRIBUTION OF SURPLUS FUNDS

The Agency will have no capital stock. The Agency will not distribute surplus funds to its members, stockholders, or other persons.

IN WITNESS WHEREOF, the undersigned have signed these Articles of Incorporation this ____ day of _____, 2023.

INCORPORATORS:

[Signature blocks to follow]

~~COMMUNITY MOBILE CRISIS RESPONSE~~REGIONAL CRISIS RESPONSE
AGENCY
INTERLOCAL AGREEMENT

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TABLE OF CONTENTS

[TO BE UPDATED PRIOR TO FINALIZING DOCUMENT]

SECTION 1. CREATION OF ~~COMMUNITY MOBILE~~REGIONAL CRISIS RESPONSE AGENCY2

SECTION 2. TERM OF AGREEMENT.....2

SECTION 3. DEFINITIONS.2

SECTION 4. AGENCY GOALS.....3

SECTION 5. AGENCY SERVICES.....5

SECTION 6. AGENCY POWERS.....5

SECTION 7. EXECUTIVE BOARD: COMPOSITION AND OPERATION.....8

SECTION 8. PUBLIC RECORDS9

SECTION 9. ADVISORY GROUPS; PRINCIPAL’S ASSEMBLY11

SECTION 10. EXECUTIVE DIRECTOR.....12

SECTION 11. PERSONNEL POLICY.....13

SECTION 12. BUDGET, PAYMENT OF BUDGET SHARES, DELINQUENCIES, RESERVE FUNDS.....14

SECTION 13. USE OF AGENCY FUNDS.....15

SECTION 14. ADDITION OF NEW PRINCIPALS15

SECTION 15. FISCAL AGENT, CONTRACT AND SUPPORT SERVICES.16

SECTION 16. RETAINED POWERS OF PRINCIPALS.....17

SECTION 17. INVENTORY AND PROPERTY.....17

SECTION 18. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL.....18

SECTION 19. AMENDMENT OF AGREEMENT.....18

SECTION 20. TERMINATION OF AGREEMENT; DISSOLUTION OF AGENCY...19

SECTION 21. ~~DISPUTE~~.....~~20~~MERGER,
RESOLUTION.....20
CONSOLIDATION OR SALE OF ALL OR SUBSTANTIALLY ALL
ASSETS.....19

Formatted: Tab stops: Not at 1"

~~SECTION 22. SPACE~~.....~~DISCUSSION~~.....~~20~~

SECTION 23. INSURANCE.....20

SECTION 24......INDEMNIFICATION AND HOLD HARMLESS.....21

SECTION 25......~~SECTION 24.~~.....INTERGOVERNMENTAL COOPERATION.....22

SECTION 25. NOTICE.....22

SECTION 27. FILING.....23VENUE.....22

SECTION 28. FILING.....23

SECTION 29......NO THIRD PARTY BENEFICIARIES.....23

SECTION 30. RATIFICATION.....SEVERABILITY.....23

SECTION 31. RATIFICATION.....23

SECTION 32......COMPLIANCE WITH LAWS; NONDISCRIMINATION.....23

SECTION ~~32~~33......ENTIRE AGREEMENT.....23

SECTION ~~33~~34......TERMINATION OF 2019 AGREEMENT.....24

SECTION ~~34~~35......EXECUTION, COUNTERPARTS, AND EFFECTIVE DATE.....24

EXHIBITS AND APPENDICES

Exhibit A Initial Agency Organizational Chart

Exhibit B 2023-2024 Budget and Principal Budget Shares

~~COMMUNITY MOBILE CRISIS RESPONSE AGENCY~~REGIONAL CRISIS
RESPONSE AGENCY
 INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (this “Agreement”), is entered into by and among the Cities of Bothell, Kenmore, Kirkland, Lake Forest Park and Shoreline (the “Formation Principals”) pursuant to the Interlocal Cooperation Act, chapter 39.34 of the Revised Code of Washington (“RCW”), for the purpose of establishing the “~~Community Mobile~~Regional Crisis Response Agency” (the “Agency” or “RCR”) as a separate, independent governmental administrative agency, which shall be organized under Washington law as a non-profit corporation under chapter 24.06 RCW. This Agreement is dated as of the Effective Date (as defined in Section 34 below).

RECITALS

WHEREAS, the Formation Principals are committed to improving outcomes and services to community members experiencing crisis through a variety of programs and finding ways to reduce the potential of use of force by law enforcement; and

WHEREAS, the Formation Principals have been members of the North Sound RADAR Navigators, a grant-funded regional “co-response” pilot program (the “RADAR Program”) that pairs a contracted mental health professional with law enforcement to provide crisis de-escalation, reduce use of force, and improve outcomes for community members in ~~behavior~~behavioral health crisis, through an interlocal agreement among the Formation Principals dated as of May 2019 (the “2019 Agreement”); and

WHEREAS the City of Kirkland created a Community Safety Initiative in 2021 to fund “community responders” to respond to calls ~~involving~~from people in crisis with underlying behavioral health, ~~substance abuse~~ conditions or developmental ~~disability components~~disabilities (the “Kirkland Community Responder Program”); and

WHEREAS, in early 2022, the Formation Principals determined to explore creation of a regional mobile crisis response entity, recognizing the potential benefits of merging the RADAR Program and the Kirkland Community Responder Program in order to achieve expanded crisis response coverage in all Formation Principal jurisdictions, elevate shared governance of these programs to city managers and/or elected officials within the Formation Principal jurisdictions, and align with regional efforts by the Formation Principals to site a crisis stabilization clinic in north King County, among other benefits; and

WHEREAS, the Formation Principals agree that public safety and emergency response services, including crisis response awareness, support and resource referral for community members in crisis with underlying behavioral health ~~issues, substance abuse, conditions~~ and/or developmental disabilities, will be enhanced by combining and expanding the RADAR Program and the Kirkland Community Responder Program into a separate regional nonprofit governmental entity to be jointly governed and funded by the Formation Principals; and

WHEREAS, this Agreement is authorized by the Interlocal Cooperation Act, codified at 39.34 RCW, and the Washington Nonprofit Miscellaneous and Mutual Corporation Act, codified at chapter 24.06 RCW;

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:

SECTION 1. CREATION OF ~~COMMUNITY MOBILE~~ THE REGIONAL CRISIS RESPONSE AGENCY.

There is hereby created a regional mobile crisis response agency, hereinafter called the “~~Community Mobile~~Regional Crisis Response Agency” (the “Agency” or “RCR”). The parties hereto each hereby assign to the Agency the responsibility for developing, owning, operating, and managing a regional mobile crisis response operation on behalf of the Principals as authorized by the Interlocal Cooperation Act as further described in this Agreement. The Agency shall be formed pursuant to the Interlocal Cooperation Act as a separate, independent governmental administrative agency and shall be organized under Washington law as a non-profit corporation under chapter 24.06 RCW.

SECTION 2. TERM OF AGREEMENT.

This Agreement shall have an initial term of approximately ~~six~~four (4) years, from its Effective Date through December 31, ~~2028~~2026 (the “Initial Term”) and shall thereafter be of ongoing duration, subject to termination provisions contained herein. During the Initial Term no Principal may withdraw from ~~the~~this Agreement without just cause, provided that a Principal may upon action of the Executive Board be deemed withdrawn and therefore terminated from ~~participation in the~~this Agreement as provided in ~~Section~~Sections 12(f) and 18.

SECTION 3. DEFINITIONS.

Words and terms used in this Agreement and not otherwise defined herein (including in the recitals which are hereby incorporated into this Agreement by this reference) shall be given their ordinary and usual meanings or their well-known technical industry meanings except that the following terms are defined for this Agreement as follows:

- a. Agency or "RCR". The "Agency" or "RCR" is the ~~Community Mobile~~Regional Crisis Response Agency, the governmental agency formed under this Agreement and RCW 39.34.030(3)(b) that is organized as a nonprofit corporation under chapter 24.06 RCW as authorized by the Interlocal Cooperation Act for the purposes set forth herein.
- b. 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.
- c. Articles of Incorporation. The "Articles of Incorporation" refer to the articles filed with the Washington Secretary of State under chapter 24.06 RCW, as such may be amended from time to time.
- d. Budget Share. The "Budget Share" means the portion of the Agency budget for a given budget period (which may be annual or biennial, as the Executive Board may determine) payable by a Principal, as further described in Section 12.
- e. Bylaws. The "Bylaws" mean the bylaws adopted by the Executive Board to govern its operations, as such Bylaws may be amended from time to time.
- f. Chief Administrative Officer. The "Chief Administrative Officer" with respect to any Principal is the City Manager in a council-manager form of city government and is the City Administrator or chief appointed official in a mayor-council form of government.
- g. Community Advisory Group or Groups. "Community Advisory Group" means the group or groups established per Section 9.
- ~~g-h.~~ Community Members in Crisis. "Community Members in Crisis" means those individuals with apparent behavioral health, substance use, medical, ~~developmental disabilities~~ or basic needs crises encountered by Field Staff in their work for the Agency.
- ~~h-i.~~ Effective Date. "Effective Date" has the meaning set forth in Section ~~34~~35.
- ~~i-j.~~ Executive Director. The "Executive Director" is the chief operating officer for the Agency appointed by and serving at the pleasure of the Executive Board.
- ~~j-k.~~ Executive Board. The "Executive Board" is the body described in Section 7 and shall be the legislative body of the Agency.
- ~~k-l.~~ Field Staff. "Field Staff" mean employees of the Agency, sometimes referred to as "community responders" or "navigators," whose primary job duties are to

engage with Community Members in Crisis outside of the Agency offices. Field staff may be licensed mental health professionals and/or non-licensed peer support specialists.

l.m. Formation Principals. The Formation Principals are the original parties to this Agreement, including the Cities of Bothell, Kenmore, Kirkland, Lake Forest Park and Shoreline.

m.n. Initial Term. “Initial Term” has the meaning set forth in Section 2.

n.o. Interlocal Cooperation Act. The “Interlocal Cooperation Act” means chapter 39.34 RCW, as it may be amended from time to time.

o.p. Member. A “Member” or “Executive Board Member” is the individual representing a Principal on the Executive Board, whether the Chief Administrative Officer of such Principal or such officer’s designated alternate.

p.q. Open Public Meetings Act. The “Open Public Meetings Act” means chapter 42.30 RCW, as it may be amended from time to time.

q.r. Operations Board. The “Operations Board” is the advisory body described herein.

r.s. Partner Agencies. Partner Agencies are public, nonprofit, or private agencies, other than the Agency, providing services or direct assistance to Community Members in Crisis as a result of referrals made by Agency staff. Partner Agencies are not parties or third-party beneficiaries to this Agreement.

s.t. Principal. A “Principal” is a general-purpose municipal corporation formed under the laws of the State which meets the requirements of Section 14, has accepted the terms of and is a party to this Agreement and has paid its share of initial costs as may be required by the Executive Board as a condition to becoming a Principal. Principals shall receive services offered by the Agency according to such terms and conditions as may be established by the Executive Board. The Formation Principals are Principals.

t.u. Public Safety Operations Serving the Principals. The term “Public Safety Operations Serving the Principals” shall include police, fire, emergency medical, and public safety dispatch services provided to the Principals directly through contract as well as by cityoperational departments of Principals providing these services.

u.v. Public Records Act. The “Public Records Act” means chapter 42.56 RCW, as it may be amended from time to time.

v.w. Quorum. A “Quorum” of the Executive Board for purposes of doing business on any issue means at least 51% of the Members (or such Member’s alternates) in number plus one additional Member (or such Member’s alternate), excluding any Member which per Section 18 has given notice of withdrawal or has which been terminated by vote of the Executive Board, shall constitute a quorum of the Executive Board for purposes of doing business on any issue. (By way of example, a quorum of the initial Executive Board comprised of five Members shall be four Members).

~~w-x.~~ Simple Majority Vote. A “Simple Majority Vote” of the Executive Board means at least 51% of the Members present constituting a quorum and voting, with each Member present and voting having one vote. (By way of example, if five Members of the Board are in attendance at a meeting and voting on an issue, a simple majority would be three affirmative votes. If four Members of the Board are in attendance at a meeting and voting on an issue, a simple majority of would be three affirmative votes).

~~x-y.~~ State. “State” means State of Washington.

~~y-z.~~ Supermajority Vote. A “Supermajority Vote” means Executive Board approval of an item accomplished by securing affirmative votes of both: (1) not less than two-thirds (66%) of all Members of the Executive Board in number and (2) not less than sixty percent (60%) of the Weighted Vote of all Members of the Executive Board. (By way of example, so long as there are five Principals, then four Member in number must vote in the affirmative to satisfy the first prong of a Supermajority Vote).

~~z-aa.~~ Weighted Vote. A “Weighted Vote” means a vote in which each Member’s vote is counted according to the proportion its respective Principal’s Budget Share due and payable for the then current budget period bears to the total Budget Shares payable for the then current budget period by all Principals. A Weighted Vote may not be split.

~~aa-bb.~~ 2019 Agreement. The “2019 Agreement” is the Interlocal Agreement by and between the Formation Principals providing for joint funding of the RADAR program operated by the City of Bothell.

SECTION 4. AGENCY GOALS

The goals of the Agency shall be to:

- a. Provide a consolidated and standardized mobile crisis response program operating throughout the jurisdictions served by the Principals.
- b. ~~Provide~~Significantly reduce solo police response to behavioral health calls by providing alternatives in appropriate instances to police as the primary response to ~~community members~~Community Members in Crisis by deploying mental health professionals or similarly certified staff as crisis responders.
- c. ~~Seek to expand~~Enable Agency ~~operations and funding to enable~~service coverage 24 hours per day, 7 days per week.
- d. ~~Advocate for and support the formation of a~~Coordinate with regional crisis stabilization facility ~~in-(s) serving the~~ North King County area.
- e. Support and advise public safety dispatch agencies over time as these agencies develop and adopt dispatch protocols for mobile crisis responders utilizing both the 911 and 988 systems.
- f. ~~Prioritize~~Ensure the safety of Field Staff.

g. Reduce strain on police and fire departments by reducing repeat calls from Community Members in Crisis.

h. Attract and retain highly qualified Field Staff.

~~g.i.~~ Maintain a well informed and collaborative working relationship with members of the Public Safety Operations Serving the Principals.

~~h.i.~~ Operate the Agency under a shared governance and funding model, maximizing the use of grant funding where practicable.

SECTION 5: AGENCY SERVICES.

a. The Agency has the responsibility and authority for providing, in the furtherance of improved public safety and emergency response, crisis de-escalation, support, and resource referrals for Community Members in Crisis, through the deployment of ~~licensed staff with training as mental health professionals and/or peer support specialists~~ Field Staff who will:

- i. Respond to in-progress calls routed directly to the Agency by public safety dispatch agencies, or that are initially routed by public safety dispatch agencies to the Public Safety Operations Serving the Principals.
- ii. Provide resource navigation, referral, and follow-up services for Community Members in Crisis as appropriate to address the current crisis and reduce risk of future crisis events.
- iii. Outreach and response to, and engagement of, Community Members in Crisis.
- iv. Provide education, training and information to the Principals' public safety departments through, among other strategies, creation of response plans for encountering known Community Members in Crisis.
- v. Establish and update from time-to-time standard protocols for communications to and from Agency Field Staff and Public Safety Operations Serving the Principals.

b. Stakeholder Engagement. The Agency will inform its service delivery practices and procedures through the engagement of Community Members in Crisis encountered by Field Staff or those with similar lived experience, Community Advisory Groups, an Operations Board, and Partner Agencies.

c. Information Sharing and Collaboration. The Agency will provide a forum for the sharing of information and resources for the purpose of developing expertise and data that can inform continuous learning on how to improve provision of mobile crisis de-escalation and referral services and better meet the needs of both

Community Members in Crisis, Public Safety Operations Serving the Principals, and Partner Agencies.

d. Limitation on Authority. The Agency shall have no authority to set local policies or take enforcement action on behalf of any Principal.

e. Expansion of Scope of Services. The Agency may provide additional ancillary public services to the extent reasonably necessary for the development and implementation of best practices in delivery of mobile crisis response and de-escalation and referral, upon approval of a Supermajority Vote of the Executive Board. The Agency shall not operate any crisis stabilization facilities for the care of Community Members in Crisis or provide any ongoing clinical services.

f. An expansion of the scope of services is defined as items consistent with but not expressly enumerated in this Section 5.

g. The initial staffing and organizational chart for the Agency, upon which the initial Agency biennial budget is based, is set forth at Exhibit A.

SECTION 6. AGENCY POWERS.

Through its Executive Board, the Agency shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030, as authorized, amended, or removed by the Executive Board, including but not limited to the following:

- a. Recommend action to the legislative bodies of the Principals.
- b. Review and approve budget expenditures for the Agency.
- c. Establish policies for expenditures of budget items for the Agency.
- d. Review and adopt a personnel policy for the Agency (if applicable).
- e. Review and approve operating and financial policies for the Agency.
- f. Establish a fund or special fund or funds as authorized by RCW 39.34.030 for the operation of the Agency.
- g. Conduct regular and special meetings as may be designated by the Executive Board consistent with the Open Public Meetings Act.
- h. Maintain, retain and manage records in accordance with the State Public Records Act, and other applicable state and federal laws and regulations, consistent with Section 8.
- i. Determine what services shall be offered and under what terms they shall be offered, consistent with Section 5.
- j. Retain an Executive Director.
- k. Create advisory boards and committees to review and make recommendations.
- l. Approve strategic plans.
- m. Approve the addition of new Principals to this Agreement and the terms of participation in the Agency and receipt of Agency services.

- n. Enter into agreements with third parties for goods and services necessary to fully implement the purposes of this Agreement.
- o. Direct and supervise the Executive Director.
- p. Make purchases or contract for services necessary to fully implement the purposes of this Agreement.
- q. Enter into agreements with, and receive and distribute funds, from any federal, state or local agencies.
- r. Receive all funds allocated to the Agency by Principals.
- s. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of the Agency.
- t. Sell, convey, lease, exchange, transfer, and otherwise dispose of all of its property and assets.
- u. Sue and be sued, complain and defend, in all courts of competent jurisdiction in the Agency's name.
- v. Make and alter bylaws for the administration and regulation of its affairs.
- w. Any and all other lawful acts necessary to further the Agency's goals and purposes.

SECTION 7. EXECUTIVE BOARD: COMPOSITION AND OPERATION.

- a. Composition. The Agency shall be governed by an Executive Board composed of one representative from each Principal, which representative shall be the Chief Administrative Officer of each such Principal or their alternate as provided in Section 7.d. Such representatives are referred to as a Member or Members of the Executive Board.
- b. Conditions for Serving on Executive Board. All Members and their alternates shall serve without compensation from the Agency. Members may serve only for such time as they are the duly appointed, ~~or~~ acting ~~or elected~~ Chief Administrative Officer of their respective ~~Principal city~~ agency.
- c. Powers. The Executive Board shall have final decision-making authority upon all Agency policy issues and shall exercise the powers described in Section 6. The Executive Board may delegate responsibility for execution of Executive Board policies and directives and for day-to-day operational decision-making to the Executive Director, including the hiring and supervision of additional staff positions authorized by the Executive Board (subject to the terms of Section 10).
- d. Alternates. Each Member of the Executive Board may designate one alternate to serve on the Executive Board when such Member is absent or unable to serve. All alternates must be designated in writing and must have been previously provided to the Executive Board. All alternates must have management and/or director

responsibilities within such individual's respective agency-~~central administration~~. Either the primary Member or such Member's alternate may attend meetings of the Executive Board; provided, however, if both representatives are in attendance at a meeting of the Executive Board, only the primary Member of the Executive Board shall be included for purposes of establishing a quorum and voting on matters before the Executive Board. If an alternate is serving in a meeting on behalf of a Member, such alternate shall have all of the rights and authority of the primary Member of the Executive Board under this Agreement, including but not limited to establishing a quorum and voting on matters before the Executive Board. When a Member of the Executive Board is represented by a designated alternate, the Member is considered to have an excused absence from the meeting.

e. Quorum. 51% of the Members (or their alternates) in number plus one Member (or their alternate), excluding any Member which per Section 18 has given notice of withdrawal or has which been terminated by vote of the Executive Board, shall constitute a quorum of the Executive Board for purposes of doing business on any issue. (By way of example, a quorum of the Executive Board shall initially be four of the five Executive Board Members).

f. Voting. The Board shall strive to operate by consensus. All Executive Board decisions on items not listed in Section 7.g or as otherwise specified by Section 19 require a Simple Majority Vote for approval. A Member may not split its vote on an issue. No voting by proxies shall be allowed. Voting by a designated alternate shall not be considered voting by proxy.

- i. A Member representing a Principal that has given notice of withdrawal or which has been terminated ~~by vote of the Executive Board~~ shall be authorized to cast votes at the Executive Board only on those matters defined in Section 18.
- ii. The distribution of Weighted Votes on the Executive Board shall be adjusted annually as of the first day of each budget period based on the Budget Share.

iii. In connection with the preparation of the 2025-2026 biennial budget, the Executive Board shall recommend to the Principals' legislative bodies an amendment to this Agreement adjusting the definition of Weighted Vote to incorporate additional factors such as the calls for service responded to by Field Staff within each Principal jurisdiction, or other factors that the Executive Board determines appropriate. It shall be the intent of the Executive Board to propose a new definition that is fair to all Principals and flexible enough to accommodate the addition of new Principals or withdrawal of existing Principals. It is also the intent of the Executive Board that if the Executive Board does not recommend an amendment to the definition

of Weighted Vote in connection with the 2025-2026 biennium, the issue may be discussed in connection with a subsequent biennium.

g. Items Requiring Supermajority Vote for Approval. A Supermajority Vote of the Executive Board shall be required in order to approve the following items or actions:

- i. Approval of or amendment to the Agency budget, including other service charges.
- ii. A decision to acquire assets, equipment, real or personal property valued at over 20% of the then current budget for the budget period.
- iii. Admission of a new Principal.
- iv. Appointing or removing the Executive Director.
- v. Amending this Agreement (except for those amendments requiring unanimous consent of Principals under Section 19 of this Agreement).
- vi. Adoption or amendment of the Agency Bylaws, or amendment of the Agency Articles of Incorporation subject to other applicable requirements of chapter 24.06 RCW.
- vii. Other actions requiring a two-thirds majority vote under chapter 24.06 RCW, including termination, dissolution, or merger, consolidation or sale of all or substantially all assets of the Agency- per Section 21).

h. Officers. The Executive Board shall have four officers: a President, Vice-President, Secretary and Treasurer. It will be the function of the President to preside at the meetings of the Executive Board. The Vice-President shall assume this role in absence of the President. At the first meeting of the Executive Board following the Effective Date of this Agreement, the Executive Board officers shall be elected, and shall serve in this capacity through May 31, 2024, whereupon new officers shall be elected by the Executive Board. Annually thereafter, the Executive Board shall elect a new President and Vice President for one-year terms commencing each June 1. In the event of a vacancy in the President position, the Vice-President shall assume the role of President for the balance of the term of the departed President. In the event of a vacancy in the Vice-President position, the Executive Board shall elect a new Vice-President to serve to the balance of the term of the departed Vice-President. An officer elected to fill the unexpired term of their predecessor shall not be precluded from serving one or more full annual terms of office following the end of such unexpired term. Any officer appointed by the Board may be removed by vote of the Board upon 30 days' written notice, with or without cause, in which event the Board shall promptly elect a new officer who shall serve until the next regular officers' board term begins (June 1). The Board shall appoint persons to serve as Secretary and Treasurer of the Agency, with such duties as may be described in the Agency Bylaws, provided that such persons shall not be Members of the Executive Board.

i. Staffing. The Executive Director shall assign Agency staff to support the Executive Board as the Executive Director deems appropriate.

j. Meetings. The Executive Board shall meet as often as it deems necessary and not less than six times each calendar year. The Executive Board shall, at least annually, adopt a regular meeting schedule for the upcoming calendar year, which states the time, date, and location for regular meetings of the Executive Board. Meeting agendas shall include, as needed, reports from or on behalf of the Operations Board and the Community Advisory Group. Individual members of the Operations Board and the Community Advisory Group are encouraged, similar to other members of the public, to provide comment on matters before the Executive Board.

j. Special meetings may be called by the President or a majority of the Members of the Executive Board as permitted in the Open Public Meetings Act. In an emergency, the Executive Board may dispense with written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Executive Board Members. Members (or alternates) may participate in meetings by telephone conference, video conference or other comparable means, as permitted by the Open Public Meetings Act. Regular and special meetings, including any executive sessions, must be properly noticed and held as required under the Open Public Meetings Act.

k. Parliamentary Procedure. Unless otherwise approved by vote of the Executive Board, upon the request of any Member of the Executive Board, Robert's Revised Rules of Order shall govern any proceeding of the Executive Board.

l. Public Comment. The Executive Board may allow public comment at its meetings and shall ensure there are multiple means for the public to offer comments to the Agency.

m. Agency Performance Metrics. In consultation with the Executive Director, the Executive Board shall from time to time adopt and revise performance metrics and targets for the Agency.

SECTION 8. PUBLIC RECORDS.

The Executive Director, or designee, shall keep records related to the Agency as required by law and in accordance with the policies, procedures and retention schedules as may be established by the Executive Board. Each Principal shall keep records related to the Agency as required by law and in accordance with such the policies, procedures and retention schedules as may be established by the Principal, and each Principal shall be responsible for responding to public disclosure requests addressed to it in accordance with the State Public Records Act and such procedures as may be established by the Party. The Fiscal Agent, in coordination with the Executive Director, ~~or designee,~~ shall be responsible for responding to public disclosure requests addressed to the Agency in

accordance with the State Public Records Act, and such procedures as may be established by the Executive Board.

SECTION 9. ADVISORY GROUPS; PRINCIPAL'S ASSEMBLY.

a. Operations Board. An Operations Board is hereby created to serve in an advisory capacity to the Executive Director and Executive Board. The Operations Board shall be composed of:

- i. The Police Chief or their designee from each Principal.
- ii. Not less than one representative from a public safety dispatch agency providing service to at least one Principal.
- iii. Not less than one representative from a fire district, regional fire authority or fire department providing service to at least one Principal.
- iv. Not less than two representatives from Partner Agencies.
- v. Any additional representatives as determined by the Executive Board-, it being the intent that the number of Police Chiefs or their designees serving on the Operations Board shall not exceed the number of other representatives on the Operations Board.

Operations Board Members, other than those identified in Section 9.a.i above, shall be nominated by a Member of the Executive Board and must be confirmed by a simple majority of the Executive Board. The Operations Board shall meet as often as it deems necessary and not less than six times each calendar year.

The Operations Board shall endeavor to promote interagency collaboration, cooperation and information sharing between the Public Safety Operations Serving the Principals, the Agency and its staff, and Partner Agencies. Specifically, the Operations Board shall provide advisory support to the Executive Director and the Executive Board in the review and development of proposed Agency operating policies and procedures, proposed program and service options, proposed training and outreach regarding Agency operations and procedures, information sharing, and such other matters as the Executive Board may direct. The Operations Board may, in its discretion, and with consent of the Executive Board President, make presentations to the Executive Board at Board meetings. The Executive Director shall regularly report to the Executive Board on the information and advice offered by the Operations Board. The Executive Director shall prepare summary minutes of each meeting of the Operations Board, ensuring protection of sensitive operational information of the Agency and its Principals as well as the privacy of persons served by the Agency and Operations Board members. The Executive Board shall consider input from the Operations Board in its deliberations.

b. Community Advisory Groups. The Executive Director shall establish and appoint members to one or more Community Advisory Groups comprised of individuals with experience as Community Members in Crisis, or other individuals with lived experience similar to that of Community Members in Crisis. In respect for the privacy of these individuals, the Community Advisory Group(s) shall not be considered standing committee(s) of the Agency. The Community Advisory Group(s) shall provide information and advice to the Executive Director on the policies and procedures of the Agency in its work with Community Members in Crisis. The Executive Director shall meet with the Community Advisory Group(s) approximately monthly, and in any event not less than 10 times per year. A Community Advisory Group may, in its discretion, and with consent of the Executive Board President, make presentations to the Operations Board and Executive Board at regularly scheduled Board meetings. The Executive Director shall regularly report to the Executive Board and Operations Board on the information and advice offered by the Community Advisory Group(s). The Executive Director shall prepare summary minutes of each meeting of a Community Advisory Group, ensuring protection of sensitive operational information of the Agency and its Principals as well as the privacy of persons served by the Agency and Community Advisory Group members. The Executive Board and Operations Board shall consider such input from the Community Advisory Group(s) in their deliberations.

c. Principals Assembly. ~~The Agency may, at least annually, hold a Principals Assembly.~~ The Agency shall hold a Principals Assembly not less than three times per year in the first biennium of the Agency operations. Thereafter, the Principals Assembly shall be held at least one time per year. A Principals Assembly shall also be convened upon request of the legislative bodies of two or more Principals. If such Principals Assembly is convened, the legislative body of each Principal shall appoint one of its members to represent the legislative body at the Principals Assembly. The Principals Assembly shall be convened by the Executive Board for one meeting as a joint meeting with the Executive Board, at which the Executive Director shall present an annual report: (1) reviewing the activities of Agency for the previous calendar year; (2) presenting the work program and significant events for the upcoming calendar year; (3) presenting a financial management report for Agency, including in the year prior to the end of the current budget period, the proposed budget for the following budget period; and (4) reporting on workload and performance benchmarks of Agency. Also at the Principals Assembly, a representative from the Operations Board may present a report on its work in the prior calendar year, and priorities for the forthcoming year. At the Principals Assembly, the appointed legislative representatives may vote to recommend changes to the Agency's proposed budget policy, work program and performance measures program, and may provide additional comments and questions to the Executive Board and Executive Director. Voting by legislative representatives shall be on one-vote per Principal basis with a simple majority vote of Principals represented at the meeting required to approve

any recommendation to be forwarded to the Executive Board. The agenda for the Principals Assembly shall be reported to the Executive Board no later than two weeks before such meeting by written report prepared by or at the direction of the Executive Director. The actions and recommendations of the Principals Assembly shall be advisory to the Executive Board.

SECTION 10. EXECUTIVE DIRECTOR.

a. Executive Director. The Executive Board shall be responsible for the appointment and termination of an Executive Director. The Executive Director shall have experience in the delivery of mental health services for persons with apparent behavioral health issues, ~~substance abuse~~ and/or developmental disabilities, as well as administrative experience and such individual's appointment shall be on the basis of merit only. The Executive Director is an "at will" position and may be terminated from such position as Executive Director upon the Supermajority Vote of the Executive Board, with or without cause. The Executive Board shall consult with the Operations Board in the evaluation and selection of the Executive Director.

b. Duties of Executive Director. The Executive Director shall:

- i. Be responsible and report to the Executive Board and advise it from time to time on budget and other appropriate matters in order to fully implement the purposes of this Agreement.
- ii. Develop and submit to the Executive Board a proposed budget.
- iii. Consult with the Operations Board regarding Agency operations, programs and services. It is the intent of the parties that the Executive Director will seek the active participation and advice of the Operations Board in Agency operations.
- iv. Consult with staff from Public Safety Operations Serving the Principals and human services, mental health and behavioral health service providers on a regular basis to develop and improve the safety and efficacy of Field Staff activities.
- v. Administer the Agency in its day-to-day operations consistent with the policies adopted by the Executive Board.
- vi. Appoint persons to fill other staff positions, subject to confirmation by the Executive Board as the Board may require.
- vii. Report to the Executive Board on the Agency's effectiveness in meeting Executive Board adopted metrics and other performance targets.
- viii. Prepare and submit to the Executive Board and Principals Assembly an annual report as described in Section 9.c.

The Executive Director shall actively and continuously consider and evaluate all means and opportunities to enhance Agency services and programs. The Executive Director shall also gather and maintain data relevant to Agency services and best practices with respect to mobile crisis response for persons with behavioral health issues, ~~substance abuse~~ and/or developmental disabilities. The Executive Director shall present recommendations to the Operations Board and Executive Board from time to time. The Executive Director shall, at least quarterly, submit budget and operation performance reports to the Executive Board in a form acceptable to the Executive Board. The Executive Board shall provide direction to Executive Director as to which operational policies must be approved by the Executive Board and which may be implemented administratively.

SECTION 11. PERSONNEL POLICY.

The Executive Director may, as such individual deems necessary from time to time, submit to the Executive Board a proposed Agency personnel policy for the Executive Board's approval, rejection or modification. All modifications or revisions to personnel policies must have the final approval of the Executive Board. No personnel policies shall be required unless the Agency hires staff directly; any personnel policies applicable to loaned staff shall be consistent with the policies of the staff's principal employer.

SECTION 12. BUDGET, PAYMENT OF BUDGET SHARES, DELINQUENCIES, RESERVE FUNDS.

a. Budget Fiscal Year. Agency budget fiscal year shall be either the calendar year, or two calendar years as the Executive Board may determine. The "budget period" corresponds to the fiscal year or years so determined by the Board. The initial budget period will be the period from the date the Agency is legally established through the end of calendar year 2024.

b. Budget Approval. The Executive Director shall develop the proposed operating budget for the next budget period in consultation with the Operations Board. The Executive Director shall present a proposed budget to the Executive Board by no later than June 30 prior to the commencement of the budget period, together with any Operations Board's recommendations with respect to the proposed budget. The Executive Board shall review and revise the budget as it deems appropriate; conduct a public hearing on the draft budget; approve a draft budget and forward same to Principals, all no later than August 31. The budget shall be adopted by Supermajority Vote of the Executive Board effective no later than December 15 prior to commencement of the budget period, following confirmation of the approval by the legislative authorities of Principals of each respective shares of the budget, as evidenced by resolution or other

appropriate method received by Agency no later than December 1 preceding the commencement of the budget period. Failure of a Principal to approve its share of the budget before the commencement of the budget period shall result in the Agency no longer responding to Community Members in Crisis within the jurisdictional boundaries of the Principal, effective as of the first day of the budget period for which the budget was not approved.

c. Budget Modifications. Modifications to the budget must be approved by a Supermajority Vote of the Executive Board as necessary from time to time after each Principal has approved its own budget in order to conform the Agency budget to the budgets adopted by the Principals and account for other operating changes.

d. Cost Allocation and Budget Share. The Agency budget for Agency costs shall, in the 2023-2024 budget period, be allocated as shown on Exhibit ~~A~~B. Thereafter, Agency costs, net of revenues from grants or other sources, shall be allocated between Principals in each budget period (as determined by the Executive Board) on a per capita basis, based on the April 1 Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington published by the Washington State Office of Financial Management Population Estimate (or equivalent population database) in the year prior to the commencement of the budget period. Each Principals' cost allocation for a budget period is also referred to as the Principal's Budget Share.

e. Payment of Agency Charges. Each Principal shall pay its Budget Share in equal installments no later than January 15, April 15, July 15 and October 15 of each year, or on such schedule as may otherwise be approved by the Executive Board.

f. Delinquencies. Payments not received when due shall bear interest at the rate of 12% per annum, or such lower maximum allowable rate as provided by law and approved by the Executive Board, until paid. If a payment is more than three months delinquent, the delinquent Principal shall not be entitled to vote on any Executive Board matter until all delinquent payments together with accrued interest have been paid. A Principal who is six months delinquent in payment shall not have access to Agency services until all payments including accrued interest have been made. A Principal who is one year delinquent is deemed to have withdrawn as a Principal and to have withdrawn from the Agreement. A delinquent Principal (whose has not yet been determined to have withdrawn from this Agreement) in attendance at a meeting shall be included for purposes of establishing a quorum. Withdrawal does not extinguish the obligation to pay Agency for its Budget Share(s) during the time it was a party to this Agreement, together with interest.

g. Reserve Funds. The Executive Board may establish and fund reserve funds to support operations of the Agency, at levels the Executive Board determines to be appropriate.

SECTION 13. USE OF AGENCY FUNDS.

a. Use Guidelines. Consistent with any use imposed on particular funds by statute, ordinance, contract, this Agreement or any bylaws adopted by Agency, Agency may use any available funds for any purpose authorized by this Agreement in connection with an authorized expenditure.

b. Eligibility for King County Mental Illness and Drug Dependency (MIDD) Funds. The Principals place a high priority on securing grants of MIDD funds and other grants to significantly offset funds Principals would otherwise need to contribute to pay for operation and management of the Agency. The Executive Board and Executive Director shall take all steps reasonably necessary to ensure the Agency remains eligible for receipt of MIDD grant funds.

SECTION 14. ADDITION OF NEW PRINCIPALS

a. Additional Principals. A governmental entity ~~formed as a city and~~ meeting the qualifications of a Principal in Section 3.~~mt~~ and this Section may be admitted as an Agency Principal upon Supermajority Vote of the Executive Board as required under Section 7.g. In addition to meeting the conditions of Section 3.~~mt~~, a city seeking to become a Principal must:

- i. Have a coterminous jurisdictional boundary with at least one then-current Principal;
- ii. Accept the terms of this Agreement ~~and~~, any Agency Bylaws, and adopted policies and procedures; and
- iii. Not have held Principal status with the Agency within the five years immediately preceding the date of application to become a Principal.

b. Other Conditions for Additional Principals. As a condition of becoming a Principal, the Executive Board may require payment or other contributions or actions by the new Principal as the Executive Board may deem appropriate and may set such start date for service as it deems appropriate, it being the intention of this provision that the addition of new Principals shall not cause pre-existing Principals to incur additional cost or to experience any material reduction in services from the Agency.

c. Addition of Non-City Principals. A non-city governmental entity otherwise meeting the requirements of Section 14.a. may be admitted as an Agency Principal on the terms and conditions acceptable to the parties and their respective legislative authorities.

d. No Additional Principals in first year of Agency Operations. Notwithstanding the foregoing terms of this Section 14, no Principals in addition to the Formation Principals shall be admitted within the first year of the Agency's operations.

SECTION 15. FISCAL AGENT, CONTRACT AND SUPPORT SERVICES.

a. Agency Staffing. Initial staffing and operations (including Fiscal Agent duties) are expected to be transferred to the Agency from the RADAR Program established by the 2019 Agreement, and the applicable Member jurisdictions from and after the Effective Date of this Agreement. All staff serving the Agency (including the Executive Director) may be hired directly by the Agency or may be provided through an agreement with a Principal or other agency to provide such staff and support services. All such staffing agreements shall be approved by Simple Majority Vote of the Executive Board, and shall provide for the full compensation for the services of such employees. It is contemplated that the Fiscal Agent shall also be the agency loaning staff to Agency.

From and after the Effective Date of this Agreement, the parties agree that the Executive Director and other Agency staff shall, unless otherwise determined by the Executive Board, be loaned staff who are employees of the City of Kirkland. The terms of such loan to the Agency shall be provided by separate agreement between the Agency and the City of Kirkland. The Executive Board may, from time to time, contract with one or more other Principals or agencies for loaned staff and/or contract and support services as provided herein. All such contracts shall be approved by simple Majority Vote of the Executive Board.

b. Fiscal Agent. Unless otherwise determined by the Executive Board, the Agency shall have a lead administering agency, designated by the Executive Board, to carry out administrative functions and act as the Fiscal Agent for the Agency. The Fiscal Agent may be the Agency itself or may be a Principal or other agency pursuant to an agreement between the Agency and the Fiscal Agent. All such Fiscal Agent agreements shall be approved by Simple Majority Vote of the Executive Board, and shall provide for the full compensation for such services. The Fiscal Agent, if any, will have all power and authority necessary or appropriate to deposit, manage, invest and expend Agency funds in furtherance of the purposes of this Agreement. Subject to such additional requirements as may be set forth by the Executive Board, the Fiscal Agent for Agency shall as necessary contract with appropriate local governments or other third parties for staff, supplies and services. The Fiscal Agent may cease serving as the Fiscal Agent upon six months written notice to the Executive Board.

From and after the Effective Date of this Agreement, the parties agree that the initial Fiscal Agent shall be the City of Kirkland. The terms for the Fiscal Agent shall be provided by separate agreement between the Agency and the City of Kirkland. Such agreement shall be approved by Simple Majority Vote of the Executive Board and may include terms relating to providing financial, information technology, records management, legal, office space, fleet vehicles and vehicle maintenance, uniforms, radios, and other services, facilities and materials to Agency. The Executive Board may, from time to time, contract with one or more other Principals or agencies for successor

Fiscal Agents and support services as provided herein. All such contracts shall be approved by simple Majority Vote of the Executive Board.

c. General Contract and Support Services. The Executive Board or the Executive Director with advice of the Executive Board shall as necessary contract with appropriate local governments or other third parties for the use of space for its operations, and for staff and auxiliary services including, but not limited to, records, payroll, accounting, legal, purchasing, information technology, and data processing.

SECTION 16. RETAINED POWERS OF PRINCIPALS.

Each Principal shall retain the responsibility and authority for its operational departments and for such equipment and services as are required at its place of operation to communicate with Agency staff operations. Interconnecting equipment and services will not be included in Agency's budget and operational program, except as the Executive Board may determine.

SECTION 17. INVENTORY AND PROPERTY.

a. Ownership of Property. Real and personal property purchased or otherwise acquired pursuant to or in connection with this Agreement shall be owned in the name of the Agency. The Agency may dispose of and otherwise convey its property as provided by law and policies of the Agency.

b. Equipment and Furnishings. Equipment and furnishings for Agency's operation shall be acquired as provided by law. If any Principal provides equipment or furnishings for Agency's use, title to the same shall rest with the respective local entity unless that equipment or furnishing is acquired by Agency.

c. Annual Inventory. The Executive Director shall maintain and annually update an inventory of equipment and furnishings owned by, leased or temporarily assigned to Agency, and the values thereof.

d. Return of Loaned Property. In the event of dissolution or termination of Agency, assigned or loaned items shall be returned to the lending entity and all other items or funds derived from the sale thereof shall be distributed to Principals as described in Section 20.

SECTION 18. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL.

a. Except as provided in Section 2, any Principal may withdraw its membership and terminate its participation in this Agreement by providing written notice and serving that notice on the Agency Executive Board on or before December 31 in any year. After providing appropriate notice as provided in this ~~section~~Section, that

Principal's membership withdrawal shall become effective on the last day of the calendar year following delivery and service of appropriate notice to all other Principals.

b. A Principal who withdraws or is terminated (by being deemed withdrawn for nonpayment pursuant to Section 12(f)) shall hold the remaining Principals harmless against any resultant increased capital and/or operating costs allocated to them, for a project approved by the Executive Board prior to notice of withdrawal or termination.

c. Time is of the essence in giving notice of termination and/or withdrawal.

d. The termination and/or withdrawal of a Principal shall not discharge or relieve any Principal of its obligations to Agency.

e. An Executive Board Member representing a Principal that (1) has given notice of withdrawal, or (2) has been terminated by vote of the Executive Board which termination is effective at a future date, shall be authorized to cast votes at the Executive Board only on budget items to be implemented prior to the withdrawal or termination date.

SECTION 19. AMENDMENT OF AGREEMENT.

This Agreement may be amended upon approval of a Supermajority Vote of the Executive Board except that any amendment affecting the following shall require consent of the legislative authorities of all Principals:

a. Expansion of the scope of services provided by the Agency beyond the scope of expansion authorized in Section 5.g.

b. The terms and conditions of membership on the Executive Board.

c. Voting rights of Executive Board Members.

d. Powers of the Executive Board.

e. Principal contribution responsibilities inconsistent with Section 12.d.

f. Hold harmless and indemnification requirements.

g. Provisions regarding duration, termination or withdrawal.

h. Adding a non-city Principal pursuant to Section 14.

i. The conditions of this Section.

This Section shall not be construed to require legislative authority consent for the addition of a new Principal.

No Party shall transfer or assign a portion or all of its responsibilities or rights under this Agreement, except with the prior authorization of the Executive Board.

SECTION 20. TERMINATION OF AGREEMENT; DISSOLUTION OF AGENCY.

a. Generally. This Agreement may be terminated upon the approval of a Supermajority Vote of the Executive Board. The termination shall be by direction of the Executive Board to wind up business by a date specified by the Executive Board, which date shall be at least one year following the date of the vote to terminate. Upon the final termination date, this Agreement shall be fully terminated.

b. Distribution of Property on Termination of Agreement. Upon termination of this Agreement, all property acquired during the life of the Agreement remaining in ownership of the Agency shall be disposed of in the following manner:

- i. Real or Personal Property. All real or personal property purchased pursuant to this Agreement and all unexpended funds or reserve funds, net of all outstanding Agency liabilities, shall be distributed to those Principals still participating in the Agency on the day prior to the termination date and shall be apportioned between Principals based on the ratio that the average of each Principal's contributions to the operating budget over the preceding six years bears to the total of all then remaining Principals' operating budget contributions paid during such six-year period. The Executive Board shall have the discretion to allocate the real or personal property and funds as it deems appropriate, and the apportionment, determined consistent with the preceding sentence, need not be exact.
- ii. Loaned Property. In the event of dissolution or termination of the Agency, assigned or loaned assets shall be returned to the lending entity.
- iii. Allocation of Liabilities. In the event outstanding liabilities of the Agency exceed the value of personal and real property and funds on hand, all Principals shall contribute to retirement of those liabilities in the same manner as which they would share in the distribution of properties and funds per subsection "i" above.

c. Notwithstanding the foregoing, in the event of withdrawal or termination of Principals such that not more than three Principals remain party to this Agreement, then the Agreement shall terminate one year from the first date that only three Principals remain.

d. Notwithstanding the foregoing, the Agreement may not be terminated if to do so would abrogate or otherwise impair any outstanding obligations of the Agency, unless provision is made for those obligations.

SECTION 21. MERGER, CONSOLIDATION OR SALE OF ALL OR SUBSTANTIALLY ALL ASSETS.

Approval of the merger or consolidation of the Agency with another entity, or the sale of all or substantially all assets of the Agency, shall require a Supermajority Vote.

SECTION 22. DISPUTE RESOLUTION.

a. Whenever any dispute arises between Principals or between the Principals and the Agency (referred to collectively in this Section as the “parties”) under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute by the process described in this Section.

b. The parties shall seek in good faith to resolve any such dispute or concern by meeting, as soon as feasible. The meeting shall include the President of the Executive Board, the Executive Director, and a representative(s) of the Principal(s), if a Principal(s) is involved in the dispute.

c. If the parties do not come to an agreement on the dispute or concern, any party may request mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The mediator(s) shall be mutually agreed upon and shall be skilled in the legal and business aspects of the subject matter of this Agreement. The parties shall share equally the costs of mediation and assume their own costs.

SECTION 2223. INSURANCE.

a. The Executive Board, the Executive Director and the Agency shall take such steps as are reasonably practicable to minimize the liability of the Principals, including but not limited to the utilization of sound business practices. The Executive Board shall determine which, if any, insurance policies may be reasonably practicably acquired to cover the operations of the Agency and the activities of the parties pursuant to this Agreement (which may include Directors and Officers, Commercial General Liability, Auto, Workers’ Compensation, Stop Gap/ Employer’s Liability, errors and omissions, crime/ fidelity insurance, CyberRisk), and shall direct the acquisition of same.

b. No Field Staff shall be deployed unless insurance approved by the Executive Board is in place covering their actions and insuring both Field Staff, Agency and the Principals from liability resulting from Field Staff actions. The cost of such insurance shall be borne by the Agency.

c. To the extent practicable, all Principals shall be named as additional insureds (or an equivalent) on any policy held by the Agency, including pool insurance.

SECTION 2324. INDEMNIFICATION AND HOLD HARMLESS.

a. Provisions regarding the “Fiscal Agent” in this Section shall apply when a Principal is acting as Fiscal Agent. In the event the Fiscal Agent appointed by the

Executive Board is not a Principal or government agency, the agreement between the Agency and the Fiscal Agent shall establish the applicable indemnification and hold harmless provisions.

b. Each Principal shall indemnify and hold other Principals, their officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees and costs (“Damages”), arising out of that Principal’s acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused in whole or in part by another Principal.

c. Each Principal shall indemnify and hold the Agency and its officers, officials, employees and volunteers harmless from any and all Damages arising out of that Principal’s acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused by the Agency.

d. As provided in its Articles of Incorporation, the Agency shall indemnify and hold each Principal its officers, officials, employees and volunteers harmless from any and all Damages arising out of the Agency’s acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused by any Principal.

e. The Agency shall indemnify and hold the Fiscal Agent harmless from any and all Damages arising out of that Principal’s or the Agency’s acts or omissions in connection with the performance of their respective obligations under this Agreement, except to the extent the injuries and damages are caused by the Fiscal Agent.

f. Each Principal shall indemnify and hold the Fiscal Agent harmless from any and all Damages arising out of that Principal’s acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused by the Fiscal Agent.

g. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of a party hereto and the Agency, its officers, officials, employees, and volunteers, the party’s liability hereunder shall be only to the extent of the party’s negligence. It is further specifically and expressly understood that the indemnification provided in this Section constitutes each party’s waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose 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.

h. Each party shall give the other parties proper notice as provided in Section 2526, of any claim or suit coming within the purview of these indemnities. Termination of this Agreement, a Principal’s withdrawal from the Agency (collectively for purposes

of this subparagraph “Termination”), shall not affect the continuing obligations of each of the parties as indemnitors hereunder with respect to those indemnities and which shall have occurred prior to such Termination.

SECTION 2425. INTERGOVERNMENTAL COOPERATION.

The Agency shall cooperate with local, state and federal governmental agencies in order to maximize the utilization of any grant funds for equipment and operations and to enhance the effectiveness of the Agency’s operations and minimize costs of service delivery.

SECTION 2526. NOTICE.

Notices required to be given to the Agency under the terms of this Agreement shall be directed to the following unless all Principals are otherwise notified in writing:

President, Agency Executive Board
c/o Principal agency’s address

Notices to Principals or Executive Board Members required hereunder may be given by mail, overnight delivery, email (with confirmation of transmission), or personal delivery. Each Principal and Executive Board Member shall provide the President of the Agency Executive Board written notice of the address for providing notice. Any change in address shall be promptly sent to the President of the Executive Board. Notice or other written communication shall be deemed to be delivered at the time when the same is postmarked in the mail or overnight delivery services, sent by email (with confirmation of transmission), or received by personal delivery.

SECTION 2627. CHOICE OF LAW; VENUE.

This Agreement and any rights, remedies, and/or obligations provided for in this Agreement shall be governed, construed, and enforced in accordance with the substantive and procedural laws of the State of Washington. The parties agree that the Superior Court of King County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

SECTION 2728. FILING.

Pursuant to RCW 39.34.040, this Agreement shall be filed with King County, or, alternatively, listed by subject on a Principal’s web site or other electronically retrievable public source.

SECTION ~~28~~29. NO THIRD PARTY BENEFICIARIES.

There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

SECTION ~~29~~30. SEVERABILITY.

The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this agreement shall not affect the validity of the remainder of the Agreement.

SECTION ~~30~~31. RATIFICATION.

All prior acts taken by the Principals consistent with this Agreement but prior to its Effective Date are hereby ratified and confirmed.

SECTION ~~31~~32. COMPLIANCE WITH LAWS; NONDISCRIMINATION.

During the term of this Agreement, the Agency and the parties hereto shall comply with all federal, state, and local laws as necessary to carry out the terms of this Agreement. Further, to the extent that any of the services provided by the Agency under this Agreement constitute the retention, security, confidentiality or other handling of certain “protected” health information under the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations thereunder by the U.S. Department of Health and Human Services and other applicable laws including chapter 70.02 RCW, the Washington Uniform Health Care Information Act, as amended, the parties agree to comply with such laws and execute documents as necessary to implement the requirements under such laws.

The parties and the Agency shall comply with the nondiscrimination requirements of applicable federal, state and local statutes and regulations.

SECTION ~~32~~33. ENTIRE AGREEMENT.

The Parties agree that this Agreement, including any attached exhibits, constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties. No other agreement, written or oral, expressed or implied, exists between the Parties with respect to the subject matter of this Agreement, and the Parties

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declare and represent that no promise, inducement, or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them.

SECTION ~~33~~34. TERMINATION OF 2019 AGREEMENT.

This Agreement is intended to replace the existing 2019 Agreement among the Formation Principals with respect to the RADAR Program. From and after the Effective Date of this Agreement, the Formation Principals agree that the 2019 Agreement shall be terminated and shall be superseded and replaced by the terms of this Agreement. Initial staffing and operations (including Fiscal Agent duties) are expected to be transferred to the Agency from the RADAR Program and the applicable Member jurisdictions from and after the Effective Date of this Agreement.

SECTION ~~34~~35. EXECUTION, COUNTERPARTS AND EFFECTIVE DATE.

This Agreement and any amendments thereto, shall be executed on behalf of each Principal by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance. This Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument. This Agreement shall be deemed adopted and effective as of [January 1, 2023] (the “Effective Date”), subject to approval by the legislative bodies of all five Principals prior filing of the Agreement as required by Section ~~27~~28.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed by each party on the dates set forth below.

~~City of Bothell~~CITY OF BOTHELL

~~City of Kenmore~~CITY OF KENMORE

Date

Date

Approved as to Form:

Approved as to Form:

City Attorney
Date: _____

City Attorney
Date: _____

~~City of Kirkland~~CITY OF KIRKLAND

~~City of Lake Forest Park~~CITY OF LAKE FOREST PARK

Date

Date

Approved as to Form:

Approved as to Form:

City Attorney
Date: _____

City Attorney
Date: _____

~~City of Shoreline~~ CITY OF SHORELINE

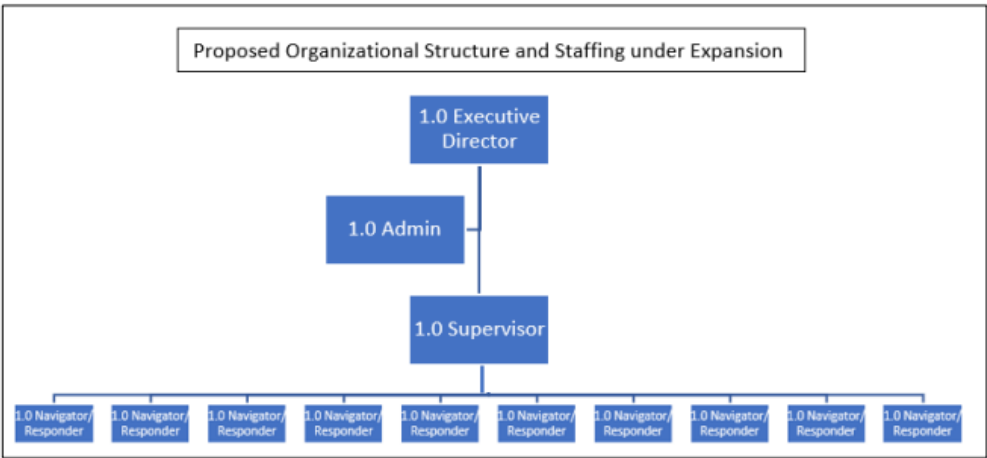
Date

Approved as to Form:

City Attorney

Date: _____

EXHIBIT A
Initial Agency Organizational Chart



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EXHIBIT AB
2023-2024 BUDGET AND PRINCIPAL BUDGET SHARES

2023-2024 ~~Community Mobile~~Regional Crisis Response Agency Budget

Budget	START-UP COST	ONGOING OPERATIONS			GRANDTOTAL (START-UP & ONGOING)
		2023	2024	TOTAL '23-'24	
EXPENSES					
Personnel	\$8,580	\$2,020,933	\$2,104,847	\$4,125,780	\$4,134,360
Professional Services & Training	\$18,000	\$49,400	\$50,882	\$100,282	\$118,282
Clothing and Equipment	\$41,400	\$10,450	\$10,764	\$21,214	\$62,614
IT, Supplies, and Furniture	\$52,830	\$155,745	\$160,763	\$316,508	\$369,338
Vehicles	\$100,000	\$24,740	\$25,482	\$50,222	\$150,222
Miscellaneous	\$184,246	\$195,340	\$201,917	\$397,257	\$581,502
TOTAL EXPENSES	\$405,056	\$2,456,607	\$2,554,655	\$5,011,262	\$5,416,318
REVENUES					
Grants/Other External Revenue*		\$588,400	\$508,400	\$1,096,800	\$1,096,800
TOTAL REVENUES		\$588,400	\$508,400	\$1,096,800	\$1,096,800
PROGRAM BALANCE (covered by Principals)	\$405,056	\$1,868,207	\$2,046,255	\$3,914,462	\$4,319,518

*The budget assumes MIDD grant funding will be awarded in 2023-2024 at roughly \$436,000 per year. The balance is grants from WASPC and DOJ.

2023-2024 Principal Budget Shares

	Bothell	Kenmore	Kirkland	LFP	Shoreline	Total
Population (April 2022 Revised OFM)	48,940	24,090	93,570	13,620	60,320	240,540
% of Total	20.35%	10.01%	38.90%	5.66%	25.08%	100.00%
PRINCIPAL SHARES						
2023 Start-Up (1-Time Costs)	\$82,412	\$40,566	\$157,567	\$22,935	\$101,575	\$405,056
2023 On-going Costs	\$265,509	\$130,693	\$1,070,865	\$73,891	\$327,248	\$1,868,207
2024 On-going Costs	\$312,532	\$153,839	\$1,107,700	\$86,978	\$385,205	\$2,046,255
TOTAL 2023-2024	\$660,454	\$325,099	\$2,336,132	\$183,804	\$814,029	\$4,319,518

ALLOCATION METHODOLOGY

The one-time start-up costs are shared on a per capita basis. In 2023-2024, Kirkland covers the cost of 3.5 FTEs, and the remaining costs not funded through other revenues are funded by the five cities on a per-capita basis.



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

Meeting Date	October 27, 2022
Originating Department	Police Department
Contact Person	Mike Harden, Chief of Police
Title	Resolution 1860/Authorizing an Interlocal Agreement with King County for Jail Services

Legislative History

- First Presentation October 27, 2022
- Action October 27, 2022

Attachments:

1. Resolution 1860
2. Attachment A - The Interlocal Agreement Between King County and the City of Lake Forest Park for Jail Services
3. King County Letter with Detention Rates

Executive Summary

On December 10, 2020, Council approved an interlocal agreement (ILA) authorizing the City of Lake Forest Park to utilize the Jail Services at the King County Jail from 2021 to 2022. All felony cases that involve an individual being booked go to King County Jail to be seen in court at a later date. The City of Lake Forest Park also uses King County Jail for misdemeanor bookings and temporary holding for the Lake Forest Park Municipal Court.

Background

The current ILA expires on December 31, 2022, and King County Jail has drafted a new agreement for 2023 and 2024. This agreement is similar to the one in place since 2020. It is a two-year contract. King County Jail is offering the same agreement and rates to all its city partners.

Lake Forest Park also uses Snohomish County Jail for booking services. Snohomish County Jail is a better option as the transport officer does not have to go through Seattle traffic, the King County Jail is much busier and is suffering from staffing shortages. Beyond KCJ and SCJ, Lake Forest Park also has an ILA with Lynnwood Jail but at this time, Lynnwood Jail is closed for construction of a new jail and medical services building. Felonies are always booked into KCJ (Not SCJ or Lynnwood).

Another option is to use SCORE Jail in Des Moines. This jail is in South King County and is a further drive past King County Jail in Seattle traffic. The transport officer is transporting during typical heavy traffic. The mileage to KCJ is 12 miles from LFP, for about 30-45 minutes of drive time. The mileage to SCORE Jail is double the mileage at 27 miles for a one-hour (+) drive time. Driving back to LFP for court and then back to this jail would have longer transport times (time, gas, mileage). The transport officer would be on the road for more than 4 hours of just driving.

For the last few months, officers have been doing transports as the support officer has been out on medical issues and light duty. This critical need takes the patrol officer off the road for most of the day. On a typical transport day, the officer is going to both SCJ and KCJ. Using SCORE would increase the time off patrol duties, higher gas mileage, vehicle wear and tear, and longer times to be seen in court.

This current agreement is in draft form as it still needs approval from the King County Council, which is scheduled for mid-December. Having no Lake Forest Park Council meetings beyond December 8th, we are asking the City Council to authorize the Mayor to execute the ILA in its current form, and if the KC Council approves the draft with amendments, authorize the Mayor to execute the ILA as amended if the terms are substantially similar with the draft ILA. Approval from Council taking into consideration inconsequential or minor amendments by the King County Council will allow Lake Forest Park to keep continuity of jail services into 2023. If the King County Council makes substantial changes to the draft ILA, the Department will bring the ILA back to the City Council for consideration.

Fiscal & Policy Implications

The City must have jail services to book in-custodies. The 2023 rate increases are delineated in the rates matrix below. The fiscal impact will increase from the last two years.

Other Cities	2022 Base Rate ¹	Annual Increase ²	CPI W ²	Base Rate before Debt Svc.	CSSP ³	ISP ³	2023 Final Rate
Daily Maint	\$ 225.80	1.50%	9,50%	\$ 250.64	\$ 1.05	\$ 5.21	\$ 256.90
Booking - Standard	\$ 236.26	1.50%	9,50%	\$ 262.25			\$ 262.25
Booking - Reduced	\$ 160.96	1.50%	9,50%	\$ 178.67			\$ 178.67
Acute Psych Housing ⁴	\$ 274.33	1.50%	9,50%	\$ 304.51			\$ 304.51
Psych Other ⁴	\$ 106.01	3.00%	9,50%	\$ 119.26			\$ 119.26
Infirmery	\$ 345.77	3.00%	9,50%	\$ 388.99			\$ 388.99
1 on 1 Guarding Hrly	\$ 78.63	1.50%	9,50%	\$ 87.28			\$ 87.28

¹ Prior years base rate, before the inclusion of the CSSP and ISP fees.

² Exhibit III Section 7 Inflation and Re-Sets of Fees and Charges.

³ Exhibit III Section 1. C, Capital Expenditures included in Daily Maintenance charges. CSSP = Courthouse Seismic Stabilization Project, ISP =

⁴ Exhibit III Section 3 c. Acute Psychiatric Care (Psych Unit) is comprised of the Acute Psychiatric Housing Surcharge and the Psych Other Surcharge.

Alternatives

<i>Options</i>	<i>Results</i>
• Not use King County Jail.	The inability to book Felony cases on dangerous individuals
• Use SCORE Jail in Des Moines	Continue to have increased rates and longer transport times (time, gas, mileage).
• Approve the ILA	The City will continue to use King County jail services for 2023 and 2024.

Staff Recommendation

Approval of Resolution XXXX.

RESOLUTION NO. 1860**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKE FOREST PARK, WASHINGTON AUTHORIZING THE
MAYOR TO SIGN AN INTERLOCAL AGREEMENT WITH
KING COUNTY FOR JAIL SERVICES**

WHEREAS, the City of Lake Forest Park has an Interlocal Agreement (ILA) with King County for jail services that expires on December 31, 2022; and

WHEREAS, the City of Lake Forest Park wishes to enter into a new ILA with King County to provide the City the option to continue to use King County jail facilities through 2024; and

WHEREAS, the city attorney has reviewed and approved the Agreement as drafted.

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 ILA with King County for jail services in substantially the same format as in Attached A. Should the King County Council's approval substantially change the terms of the same, the ILA will be brought back to the City Council for consideration.

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 October 27, 2022.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 1860

Attachment A

Interlocal Agreement Between King County and The City of Lake Forest Park for Jail Services

THIS AGREEMENT is effective as of January 1, 2023 ("Effective Date"). The Parties to this Agreement are King County, a Washington municipal corporation and legal subdivision of the State of Washington (the "County") and The City of Lake Forest Park, a Washington municipal corporation (the "City").

WHEREAS, this Agreement is made in accordance with the Interlocal Cooperation Act (RCW Chapter 39.34) and the City and County Jails Act (RCW Chapter 70.48);

NOW THEREFORE, in consideration of the promises, payments, covenants and agreements contained in this Agreement, the parties agree as follows:

1. **Definitions:** Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this Agreement:
 - 1.1 "Agreement" means this Interlocal Agreement by and between King County and the City for Jail Services and any amendments to this Agreement.
 - 1.2 "Booking" means registering, screening and examining persons for confinement in the Jail or assignment to a King County Community Corrections Division (CCD) program; inventorying and safekeeping personal property of such persons; maintaining all computerized records of arrest; performing warrant checks; Jail Health Services (JHS) health screening; and all other activities associated with processing a person for confinement in Jail or assignment to a CCD program.
 - 1.3 "Booking Fee" means the fee incurred for booking City Inmates, as further described in Exhibit III, Section 2.
 - 1.4 "Business Day" means Monday through Friday, 8:00 a.m. until 5:00 p.m., except emergency facility closures, holidays and County-designated furlough days.
 - 1.5 "City Detainee" means a person booked into or housed in a Secure Detention facility such as the Jail but also including any other Secure Detention facility not operated by or on behalf of the County, which individual would, if housed in the Jail, qualify as a City Inmate.
 - 1.6 "City Inmate" means a person booked into or housed in the Jail when a City charge is the principal basis for booking or confining that person.
 - A. A City charge is the principal basis for booking or confining a person where one or more of the following applies, whether pre-trial or post-trial. (See Exhibit I for further billable charge rules.):

-
- 1.6.1 The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense within the City's jurisdiction, and:
- 1.6.1.1 The case is referred to the City, through its City Attorney or contracted attorney, for a filing decision; or
 - 1.6.1.2 The case is referred to the City, through its City Attorney or contracted attorney, who then refers the case to the County Prosecutor for a filing decision per section 1.6.2; or
 - 1.6.1.3 The case is filed by the City, through its City Attorney or contracted attorney, whether filed under state law or city ordinance.
- 1.6.2 The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense, whether filed under state law or city ordinance, within the City's jurisdiction and the case is referred by the City, through its City attorney or contracted attorney, to the County prosecutor and filed by the County prosecutor as a misdemeanor in district court due to a conflict or other reason but excluding a case filed in a regionally-funded mental health court as described in Section 1.6.10.
- 1.6.3 The person is booked or confined by reason of a Court warrant issued either by the City's Municipal Court or other court when acting as the City's Municipal Court;
- 1.6.4 The person is booked or confined by reason of a Court order issued either by the City's Municipal Court or other court when acting as the City's Municipal Court; or,
- 1.6.5 The person is booked or confined by reason of subsections 1.6.1 through 1.6.4 above in combination with charges, investigation of charges, and/or warrants of other governments, and the booking or confinement by reason of subsections 1.6.1 through 1.6.4 above is determined to be the most serious charge in accordance with Exhibit I.
- 1.6.6 The person has been booked or confined for reasons other than subsections 1.6.1 through 1.6.5 and would be released or transferred but for the City having requested that the County continue to confine the person.
- B. A City charge is not the principal basis for confining a person where:
- 1.6.7 The person is booked or confined exclusively or in combination with other charges by reason of a felony charge or felony investigation.
- 1.6.8 The person is confined exclusively or in combination with other charges by reason of a felony charge or felony investigation that has been reduced to a State misdemeanor or gross misdemeanor.
- 1.6.9 The City has requested the transfer of the person to another jail facility not operated by King County and the County denies the request, unless one or more of the transfer exception criteria listed in Attachment I-2 are met, in which case the person remains a City Inmate. The billing status of the person will change to no longer be the City's responsibility effective the calendar day following the day that the County denies the transfer request. If the County thereafter determines that it no longer needs to detain the person and the person would as a result become a City Inmate, then the County will provide notice to the City that it will become billable for the Inmate. For details on notice and billing, see Attachment I-2.

- 1.6.10 The person is booked or confined by reason of committing a misdemeanor or gross misdemeanor offense, whether filed under state law or city ordinance, within the City's jurisdiction and the case is referred by the City attorney or contracted attorney to the County prosecutor and filed by the County prosecutor as a misdemeanor in the mental health court (or successor) for so long as the operations of such court are substantially funded by special regional funds (for example, Mental Illness and Drug Dependency sales tax levy) or other regional funding as the County may determine. The County shall provide the City thirty (30) days Notification before changing the status of a regionally-funded mental health court to local funding status. The City is not billed for cases filed by the County prosecutor into mental health court prior to changing to local funding status.
- 1.7 "Community Corrections Programs" means programs designed as alternatives to, or as rehabilitation or treatment in lieu of, Secure Detention, operated by or on behalf of the King County Department of Adult and Juvenile Detention (DAJD) Community Corrections Division, or its successor. Upon the date of the execution of this Agreement, Community Corrections Programs include Electronic Home Detention and Community Center for Alternative Programs (CCAP).
- 1.8 "Continuity of Care Records" means an Inmate's diagnosis, list of current medications, treatments, PPD (tuberculosis screening test) results and scheduled appointments or follow-ups.
- 1.9 "Contract Cities" mean cities that are signatory to an agreement in substantially similar form to this Agreement. Contract Cities do not include cities who are a party to the 2012-2030 Agreement.
- 1.10 "Contract Cities Inmates" means all Contract Cities' City Inmates.
- 1.11 "County Inmate" means any Inmate that is not a City Inmate.
- 1.12 "DAJD" means the King County Department of Adult and Juvenile Detention or its successor agency.
- 1.13 "Fees and Charges" are the Fees and Charges imposed as described in Section 4 and Exhibit III.
- 1.14 "Force Majeure" means war, civil unrest, and any natural event outside of the party's reasonable control, including pandemic, fire, storm, flood, earthquake or other act of nature.
- 1.15 "Inmate" means a person booked into or housed in the Jail.
- 1.16 The first "Inmate Day" means confinement for more than six (6) hours measured from the time such Inmate is first presented to and accepted by the Jail for housing in the Jail until the person is released, provided that an arrival on or after six (6) o'clock p.m. and continuing into the succeeding day shall be considered one day. The second and each subsequent Inmate Day means confinement for any portion of a calendar day after the first Inmate Day. For persons confined to the Jail for the purpose of mandatory Driving Under the Influence (DUI) sentences, "Inmate Day" means confinement in accordance with Exhibit II.

- 1.17 “Jail” means a place owned or operated by or under contract to the County primarily designed, staffed, and used for the housing, in full confinement, of adults charged or convicted of a criminal offense; for the punishment, correction, and rehabilitation of offenders charged or convicted of a criminal offense; for confinement during a criminal investigation or for civil detention to enforce a court order, all where such place is structured and operated to ensure such individuals remain on the premises 24-hours a day (excluding time for court appearances, court approved off-premises trips, or medical treatment). Inmates housed in the Jail are considered to be in Secure Detention as defined in Section 1.37. Upon the date of the execution of the Agreement, Jail includes the King County Correctional Facility and the detention facility at the Maleng Regional Justice Center.
- 1.18 “Maintenance Charge” is the daily housing charge incurred for City Inmates housed in Jail as further described in Exhibit III, Section 1.
- 1.19 “Medical Inmate” means an Inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail’s infirmary. If an Inmate is moved to the general population, then the Inmate is no longer considered a Medical Inmate.
- 1.20 “Notification” means provision of written alert, confirmation of information or request meeting the requirements of Section 11.11. In contrast, a “notice” means providing alert or confirmation of information or request in writing to the individuals identified in Section 11.11, or their designee (as may be specified through a formal Notification) through means less formal than required by Section 11.11, including but not limited to electronic mail or facsimile.
- 1.21 “Official Daily Population Count” is an official count of Inmates in the custody of the Jail made at a point in time in a 24-hour period for, among other purposes, security and population management. It is not used for billing purposes.
- 1.22 “Offsite Medical Care Charges” means those pass-through charges for treatment of a City Inmate where that Inmate is clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing services provided from offsite medical institutions, as further defined in Exhibit III Section 4. An Inmate may receive Offsite Medical Care that triggers an Offsite Medical Care Charge without being otherwise classified as a Medical Inmate or Psychiatric Inmate (e.g., some Inmates held in the general population receive offsite medical care that will result in Offsite Medical Care Charges being incurred).
- 1.23 “Psychiatric Inmate” means either an Acute Psychiatric Inmate or a Non-Acute Psychiatric Inmate, as defined below.
- 1.23.1 A “Non-Acute Psychiatric Inmate” is an Inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing Psychiatric Care Services (as further described in Exhibit III and Attachment III-1) and housed outside the Jail’s acute psychiatric housing units.

- 1.23.2 An “Acute Psychiatric Inmate” is an inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail’s acute psychiatric housing units (as further described in Exhibit III and Attachment III-1). If an Inmate is moved to housing outside the Jail’s acute psychiatric housing units then the Inmate is no longer considered an Acute Psychiatric Inmate.
- 1.24 “Parties” mean the City and County, as parties to this Agreement.
- 1.25 “Secure Bed Cap for Contract Cities” means the maximum total number of beds in Secure Detention in the Jail available on a daily basis to house Contract Cities Inmates in the aggregate. The Secure Bed Cap for Contract Cities is based on the Official Daily Population Count and is established in Section 6.
- 1.26 “Secure Detention” refers to a facility structured and operated for the full confinement of City Detainees to ensure such individuals remain on the premises 24-hours a day (excluding time for court appearances, court approved off-premises trips, or medical treatment), such as the Jail but also including other similar facilities that the City may elect to house City Detainees. Secure Detention excludes City Inmates enrolled in Community Corrections Programs.
- 1.27 “Surcharge” means any of the following special charges, defined in Exhibit III, Section 3 and further described in Attachment III-1: Infirmity Care Surcharge; Non-Acute Psychiatric Care Surcharge; Acute Psychiatric Care Surcharge; and 1:1 Guarding Surcharge.
- 1.28 “2012-2030 Agreement” means the agreement executed by the County and the City of Seattle effective on January 1, 2012, together with any other interlocal agreement in substantially the same form of said agreement executed by the County and another city.
- 1.29 “Base Year” refers to the year in which the base fees, charges and surcharges are set.
2. Term. This Agreement shall commence on the Effective Date and shall extend through December 31, 2024. This Agreement shall supersede all previous contracts and agreements among the Parties relating to the Jail and any other jail services, except that any obligations contained in these previous contracts or agreements which expressly survived termination or expiration of these previous contracts or agreements shall remain in effect.
3. Jail and Health Services. The County shall accept City Inmates for confinement in the Jail, except as provided in Sections 5.4, and 6 of this Agreement. The County shall also furnish the City with Jail facilities; booking; transportation among facilities, as determined necessary in the County’s sole discretion, including the various Jail facilities, Harborview Medical Center and Western State Hospital; custodial services; and personnel for the confinement of City Inmates at least equal to those the County provides for confinement of County Inmates. However, the County reserves the right to operate specific programs and/or facilities exclusively for County Inmates or persons sentenced or assigned to Community Corrections Programs. The County shall furnish to City Inmates in Secure Detention all medical, dental, and other health care services required to be provided pursuant to federal or state law. Also, the County shall make every reasonable effort to release a City Inmate as expeditiously as possible after the County has received notice of a court order to release. Nothing in this section shall be deemed to limit the County’s right to refuse to accept City Detainees for confinement in Jail when they are deemed by the County to be in need

of urgent medical or psychological care, nor to return custody of such inmates back to the City if the City Detainee is admitted to the hospital or psychiatric facility.

4. City Compensation. The City will pay the County a Booking Fee, Maintenance Charge, Surcharges, and Offsite Medical Charges as follows (together with such other charges as may be applicable in accordance with this Agreement):
 - 4.1 Booking Fee. The Booking Fee shall be assessed for the booking of City Inmates by or on behalf of the City into the Jail as further described in Exhibit III, Section 2. The Booking Fee will be inflated effective January 1, 2023.
 - 4.2 Maintenance Charge. The Maintenance Charge shall be assessed for a City Inmate for each Inmate Day as provided in Exhibit III, Subsection 1. The Maintenance Charge will be inflated effective January 1, 2023.
 - 4.2.1 The County will provide notice to the City after booking a City Inmate in order to give notice that the City Inmate has been booked and to provide the opportunity for release to the City if the City so desires. Such action will take place as soon as reasonably possible but no later than the next business day after booking. A City Inmate released within six hours of booking will result in no Maintenance Charges.
 - 4.2.2 The County will provide notice to the City of the billing status of its Inmates for the prior calendar day in cases where confinement is the result of multiple warrants or sentences from two or more jurisdictions. As of the date of this Agreement, this notice is provided to the City once each business day when applicable. The intent of this program is to allow the City to take custody of a City Inmate if they so desire after the other jurisdictional warrants are resolved and thereby prevent unnecessary Maintenance Charges.
 - 4.2.3 The Parties may amend the notice requirements of Sections 4.2.1 and 4.2.2 by administrative agreement signed by both the Chief Executive Officer of the City and the King County Executive.
- 4.3 Access to and Charges for City Inmate Use of Community Corrections Programs. The Parties agree to discuss in good faith the ability for the City to access Community Corrections Programs, and to negotiate charges for such access. Any agreement between the Parties with respect to access and charges for Community Corrections Programs shall be enacted through an amendment to this Agreement.
- 4.4 Surcharges and Offsite Medical Charges. In addition to the Booking Fee, Maintenance Charge, and any other charges agreed to per Section 4.3, the City will be charged for Offsite Medical Charges and Surcharges as detailed in Exhibit III, Section 3 and 4.
 - 4.4.1 Proposed Notice of Certain Surcharges. The County intends to provide or make available to the City timely notice of occurrences when a City Inmate is transported to Harborview Medical Center or other offsite medical institution, or is receiving infirmary care or psychiatric care that will subject a City to Surcharges. Notice provided or made available will be based on information known to DAJD at the time (since billing status of an Inmate may be changed retroactively based on new information or other factors). The County intends to provide or make available this notice within two (2) business days following the day in which the chargeable

event occurs and will make good faith efforts to provide notice sooner if practicable. The County will make good faith efforts to try to institute a means to provide notice to the City within twenty-four (24) hours of the admittance of a City Inmate to Harborview Medical Center or other offsite medical institution. The County's failure to provide or make available notice or develop quicker means to provide notice to the City as detailed above shall not excuse the City from financial responsibility for related Offsite Medical Charges or Surcharges and shall not be a basis for imposing financial responsibility for related Offsite Medical Charges or Surcharges on the County.

5. Billing and Billing Dispute Resolution Procedures.

5.1 The County shall transmit billings to the City monthly. Within forty-five (45) days after receipt, the City shall pay the full amount billed or withhold a portion thereof and provide the County written notice meeting the requirements of Section 5.2.1, specifying the total amount withheld and the grounds for withholding such amount, together with payment of the remainder of the amount billed (if any amount remains). Notwithstanding the foregoing, the County shall bill the City for Offsite Medical Charges as such charges are periodically received by the County from third party medical institutions or other offsite medical providers. Offsite Medical Charges shall be due within such time and subject to such withholding and dispute resolution procedures as otherwise provided in this Section 5.

5.2 Withholding of any amount billed or alleging a violation related to billing provisions of this Agreement shall constitute a dispute, which shall be resolved as follows:

5.2.1 The County shall respond in writing to billing disputes within sixty (60) days of receipt of such disputes by the DAJD billing offices. To ensure the soonest start to the sixty (60)-day timeline, the City should electronically mail scanned billing disputes directly to the DAJD billing office, or by fax, or U.S. mail rather than to any other County office or officer. The DAJD billing office contact information as of the date of this Amendment is:

KC DAJD
DAJD-AP@kingcounty.gov
Attn: Finance – Inmate Billing
500 Fifth Avenue
Seattle, WA 98104

5.2.2 In the event the parties are unable to resolve the dispute, either Party may pursue the dispute resolution mechanisms outlined in Section 9.

5.3 Any amount withheld from a billing, which is determined to be owed to the County pursuant to the dispute resolution procedure described herein, shall be paid by the City within thirty (30) days of the date of the resolution.

5.4 If the City fails to pay a billing within forty-five (45) days of receipt, the County will provide the City with a notice of its failure to pay and the City shall have ten (10) days from receipt of such notice to cure nonpayment. Any undisputed billing amount not paid by the City within sixty (60) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure that are not paid

within thirty (30) days of resolution, shall be conclusively established as a lawful debt owed to the County by the City, shall be binding on the Parties, and shall not be subject to legal question either directly or collaterally. In the event the City fails to cure its nonpayment, the City shall be deemed to have voluntarily waived its right to house City Inmates in the Jail and, at the County's request, will remove City Inmates already housed in the Jail within thirty (30) days. Thereafter, the County, at its sole discretion, may accept no further City Inmates until all outstanding bills are paid. This provision shall not limit the City's ability to challenge or dispute any billings that have been paid by the City.

- 5.5 The County may charge an interest rate equal to the interest rate on the monthly County investment earnings on any undisputed billing amount not paid by the City within forty-five (45) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure. Interest on amounts owed begin accruing on the forty-sixth (46) day after payment was due.
- 5.6 Each Party may examine the other's financial records to verify charges. If an examination reveals an improper charge, the next billing statement will be adjusted appropriately. Disputes on matters related to this Agreement which are revealed by an audit shall be resolved pursuant to Section 5.2.

6. Jail Capacity.

- 6.1 The Contract Cities may house Contract Cities Inmates in the Jail at an aggregate number, calculated based on the Jail's Official Daily Population Count, equal to or less than the Secure Bed Cap for Contract Cities established in Sections 6.1.1.
- 6.1.1 Through December 31, 2024, the Secure Bed Cap for Contract Cities in the aggregate is fifty (50) beds. These fifty (50) beds shall be available on a first-come, first-served basis measured at the time of the Jail's Official Daily Population Count.
- 6.2 In the event the number of Contract Cities Inmates exceeds the Secure Bed Cap for Contract Cities described in Section 6.1, the County will notify the Contract Cities by phone or electronic mail. The County may then decide to continue to house Contract Cities Inmates in excess of the Secure Bed Cap for Contract Cities. Alternatively, the County may refuse to accept bookings from the City until such time as the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities. If the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities through removal of Contract Cities Inmates from the Jail, then the County will be obligated to accept new City bookings. The notice required by the first sentence of this Section 6.2, will be made to the person designated in Section 13.10 of this Agreement, and will inform the City whether the County intends to continue to house Contract Cities Inmates in excess of the Secure Bed Cap for Contract Cities described in Section 6.1, or whether the County will refuse to accept bookings from the City until such time as the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities described in Section 6.1.
- 6.3 At the end of the last day of this Agreement, the Contract City agrees to reduce the number of Contract City Inmates in the Jail to zero (0), with the exception that Inmates whose status has changed to Contract City Inmate, will not be included in the calculation of the number

of Contract City Inmates, if such individuals are removed from the Jail within seventy-two (72) hours of such change in status.

For the purpose of determining the number of Contract Cities Inmates only, and not for billing purposes, Inmates held on multiple warrants or sentences by the County which include one or more city warrants or sentences in addition to a County and/or state warrant or sentence, and Contract Cities Inmates that have been booked into the Jail and the Contract City has not been notified of such booking shall not be considered a Contract Cities Inmate. Also, Contract Cities Inmates housed in the Jail will not be considered Contract Cities Inmates for the purpose of determining the number of City Inmates.

- 6.4 The Jail's capacity limit for Contract City Medical Inmates is thirty (30). The Jail's capacity limit for Contract City Psychiatric Inmates is one-hundred-fifty-one (151). For the purpose of this Section the Medical and Psychiatric Inmate population will be determined following the definitions in Sections 1.21 and 1.25 at the time of the Jail's Official Daily Population Count.
- 6.5 When the Jail has reached its capacity limit for either Medical or Psychiatric Inmates as set forth in Section 6.5, the County will provide notice to the City by phone or electronic mail. Such notification will be made to the person designated in Section 11.11 of this Agreement. At the time this notification is made the County may request that the City take custody of a sufficient number of its Medical or Psychiatric Inmates to reduce the number of Medical or Psychiatric Inmates to the capacity limits detailed in Section 6.5, or the County may inform the City that the County is willing to continue to house these Inmates.
- 6.6 County requests under Section 6.5 will be made as follows. The billable city (under this Agreement or other jail service agreements between the County and cities that have identical provisions as this Section) with the Inmate most recently admitted as Medical or Psychiatric Inmate will be asked to take custody of that inmate. This process will be repeated until such time as the Medical and Psychiatric populations are reduced below capacity limits, or the Jail is willing to house these Inmates.
- 6.7 If the County, pursuant to Sections 6.5 and 6.6, requests that the City take custody of Medical or Psychiatric Inmates, the City shall comply with the County's request. The City shall take custody of its¹ Medical or Psychiatric Inmates by picking them up no later than twenty-four (24) hours after the County's request. If the City has not picked-up the Medical or Psychiatric Inmate within twenty-four (24) hours of the County's request, the County shall deliver the Medical or Psychiatric Inmate to the City's designated drop-off location or backup location. In either case, the City's designee must accept the Medical or Psychiatric Inmate from the County and must be available to do so seven (7) days a week, twenty-four (24) hours a day. In all cases, the County shall provide the receiving entity

¹ Within eight (8)-hours of the County's request, the City may provide the County with the names of other Medical Inmates to substitute for the Medical Inmates identified for pick-up by the County. In the event the City identifies substitute Medical Inmates that are City Inmates, the provisions of Section 6 will continue to apply. In the event the City identifies substitute Medical Inmates that are the responsibility of a different city (Substitute City) that is party to this Agreement or a jail services agreement with the King County containing these same provisions, the Substitute City will be responsible for picking-up the substitute Medical Inmates within 24-hours of the initial request for pick-up. In the event the Substitute City fails to pick-up its Medical Inmates within 24-hours of initial notification to the City, the County may deliver the Medical Inmates named in the original notification to the City's designated drop-off location or backup location. The procedures outlined in this footnote will also apply to Psychiatric Inmates.

with Continuity of Care Records, in a sealed envelope, at the time custody is transferred. The City will ensure that the City and the receiving entity comply with all applicable confidentiality laws and rules. Similarly, the City will ensure that Continuity of Care Records are provided to the County at the time custody of a City Inmate receiving the level of care consistent with a Medical or Psychiatric Inmate is transferred to the County.

- 6.8 If the County, in its sole discretion, decides to transport Medical or Psychiatric Inmates to the City's designated drop-off location or backup location within King County, Washington, the County will do so without charge. Should the County agree to a drop-off location or backup location outside of King County, Washington, the City will pay all transportation costs for Medical or Psychiatric Inmates taken to the designated drop off location or backup location. In no case will the County be obligated to transport a Medical or Psychiatric Inmate out-of-state.

7. Jail Planning.

- 7.1 Jail Planning. The County and the City recognize the value of sharing information about their respective inmate populations and anticipated use of Secure Detention and alternative means of detention. The Parties agree to make good-faith efforts to share this information regularly. Furthermore, should the County begin planning for potential changes in jail space or models, the County will make good-faith efforts to provide notice to the City that such planning is underway, so that the City has an opportunity to participate in planning efforts.

8. Indemnification.

- 8.1 The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from any, and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that, the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- 8.2 The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from any, and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.
- 8.3 In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility, which arises in whole or in

part from the existence or effect of City ordinances, rules, or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

- 8.4 The terms of this Section 8 "Indemnification" shall survive the termination or expiration of this Agreement.
9. Dispute Resolution. In the event the Parties are unable to resolve a dispute, then either Party may pursue the dispute resolution provisions of this Section 9.
- 9.1. Either Party may give Notification to the other in writing of a dispute involving the interpretation or execution of the Agreement. Within thirty (30) days of this Notification, the King County Executive and the Chief Executive Officer of the City, or their designees, shall meet to resolve the dispute. If the dispute is not resolved, then at the request of either Party it shall be referred to non-binding mediation. The mediator will be selected in the following manner: The City shall propose a mediator and the County shall propose a mediator; in the event the mediators are not the same person, the two proposed mediators shall select a third mediator who shall mediate the dispute. Alternately, the Parties may agree to select a mediator through a mediation service mutually acceptable to both Parties. The Parties shall share equally in the costs charged by the mediator or mediation service.
- 9.2. Each party reserves the right to litigate any disputed issue in court, *de novo*.
10. Termination. Either Party may initiate a process to terminate this Agreement as follows:
- 10.1. Ten (10)-Day Notification of Intent to Terminate. Any Party wishing to terminate this Agreement shall issue a written Notification of intent to terminate, not less than ten (10) days prior to issuing a ninety (90) day termination Notification under Section 10.2 of this Agreement. Upon receipt of the written Notification of intent to terminate, the parties will meet to confer on whether there are steps that the non-terminating party can take, in order to, avoid a ninety (90) day termination Notification notice under Section 10.2 of this Agreement.
- 10.2. Ninety (90)-Day Termination Notification. After the ten (10) day period has run under Section 10.1 of this Agreement, the party desiring to terminate this Agreement may provide the other party ninety (90) days written termination Notification, as provided in RCW 70.48.090.
11. General Provisions.
- 11.1. Other Facilities. This Agreement reserves in each party the power to establish a temporary holding facility during a pandemic, riot, civil disobedience or natural disaster, to establish group homes or other care or rehabilitation facilities in furtherance of a social service program, to temporarily transfer Inmates to alternative detention facilities in order to respond to Jail overcrowding, a public health directive, or to comply with a final order of a federal court or a state court of record for the care and treatment of Inmates.

- 11.2. Grants. Both Parties shall cooperate and assist each other toward procuring grants or financial assistance from the United States, the State of Washington, and private benefactors for the Jail, the care and rehabilitation of Inmates, and the reduction of costs of operating and maintaining Jail facilities.
- 11.3. Law Enforcement Intake Portal. The County will offer the use of a web-based Subject Intake Portal when its Jail Management System goes live in 2021. The tool will allow law enforcement officers to log onto the system and enter all arrest, case/charge, victim, probable cause, and drug crime certificate information. This method is the County's preferred method of intake and booking. Cities that take advantage of this intake method will be able to print out or receive an electronic version of the intake information, including the ability to integrate with the JMS via web services or API integration if desired.
- 11.4. Severability. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.
- 11.5. Remedies. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or continued performance after Notification of a deficiency in performance constitute an acquiescence thereto. The Parties are entitled to all remedies in law or equity.
- 11.6. Exhibits. This Agreement consists of several pages plus the following attached exhibits, which are incorporated herein by reference as fully set forth:
- | | |
|-------------|--|
| Exhibit I | Method of Determining Billable Charge and Agency |
| Exhibit II | Exception to Billing Procedure |
| Exhibit III | Calculation of Fees, Charges and Surcharges |
- 11.7. Not Binding on Future Agreements. This Agreement does not bind the Parties as to the terms, fees, or rate formulas to be included in any future jail services agreements.
- 11.8. Entire Agreement. This Agreement, including all exhibits and attachments hereto, represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.
- 11.9. Modifications. The provisions of this Agreement may only be modified and amended with the mutual written consent of the King County Executive and the Chief Executive Officer of the City and the approval of their respective legislative bodies, excepting that, certain modifications to the notice requirements in Sections 4.2.2, 4.2.3 and Attachment I-2 may be approved administratively by signature of both the Chief Executive Officer of the City and King County Executive as specified herein.
- 11.10. Force Majeure. In the event either party's performance of any of the provisions of this Agreement become impossible due to Force Majeure, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

- 11.11. Notifications. Except as otherwise provided in this Agreement, any Notification required to be provided under the terms of this Agreement, shall be delivered by certified mail, return receipt requested or by personal service to the following person:

For the City of Lake Forest Park:

Or his/her successor, as may be designated by written Notification from the City to the County.

For the County:

Chief of Administration
Dept. of Adult and Juvenile Detention
500 Fifth Avenue
Seattle, WA 98104

Or his/her successor, as may be designated by written Notification from the County to the City.

- 11.12. Council Approval. The Parties' obligations under this Agreement are subject to official City and County Council approval.
- 11.13. Filing. As provided by RCW 39.34.040, this Agreement shall be filed with the King County Department of Records and Elections.
- 11.14. Assignment/Subcontracting. The City may not assign or subcontract any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement.
- 11.15. No-Third Party Beneficiaries. Except as expressly provided herein, there are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.
- 11.16. Execution in Counterparts. This Agreement and any amendments thereto, shall be executed on behalf of each party by its duly authorized representative and pursuant to an appropriate motion, resolution, or ordinance. The Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument.

King County

The City of Lake Forest Park

King County Executive

Title of City Official

Date

Date

Approved as to Form:

Approved as to Form:

King County
Deputy Prosecuting Attorney

Title of City Official

Date

Date

EXHIBIT I

Method of Determining Billable Charge and Agency

Process Overview

The application of all billing rules in conjunction with Section 1.6 of this Agreement comprises the method for determining the principal basis for booking or confining a person. The County's billing system examines all open and active charges and holds for each calendar day and applies the billing priority rules and tie breaker rules as set forth below. Then the billable agency is determined from the billable charge(s) or hold(s) and the application of exception rules, for example, the special DUI sentencing rule or the special six-hour rule.

Billing Priority Rules

The Billing Priority Group is determined in the following order:

1. Local felony charge(s)	A local felony charge is filed by the King County Prosecuting Attorney into a King County court.
2. Investigation holds from King County agencies or pursuant to a contract	An investigation hold is one that has been referred to the King County Prosecutor and includes King County investigation holds.
3. Department of Corrections (DOC) charge(s) pursuant to contract with DOC	Felony and misdemeanor charges adjudicated by DOC hearing examiner. Cases heard by a local court are considered local misdemeanors even if DOC is the originating agency.
4. Local misdemeanor charge(s) and city court appearance orders	Includes King County misdemeanors.
5. Other holds (contract and non-contract)	

Tie Breaker Rules

Tie breaker rules are applied in the following order to the Local Misdemeanor Priority Group (Number 4 above) when there are charges with multiple billable agencies. The first rule that applies determines the billable charge(s). The billable agency for the selected charge(s) is the billable agency.

1. Longest or only sentenced charge rule	This rule selects the charge(s) with an active sentenced charge or, if there is more than one active sentenced charge, the rule selects the charge with the longest imposed sentence length.
2. Earliest sentence rule	This rule selects the charge(s) with the earliest sentence start date.
3. Lowest sentence charge number rule	This rule selects the sentenced charge(s) with the lowest charge number as given in the DAJD booking system.
4. Arresting agency rule	This rule selects the charge(s) or hold(s) with a charge billable agency that matches the arresting agency for the booking.
5. Accumulated bail rule	This rule selects the agency with the highest total bail summed for all of the charge(s) and hold(s) for which the agency is the billable agency.
6. Lowest charge number rule	This rule selects the charge or hold with the lowest charge number as given in the DAJD booking system.

Attachment I-1: City and County Jail Charges Clarification

This document contains several examples consistent with Section 1.6 of this Agreement.

#	Situation	Jail Costs associated with these cases are:
1	<i>Inmate booked by a city on a felony investigation, whose case is filed by the Prosecutor initially as a felony in Superior Court but subsequently amended to a misdemeanor charge (for evidentiary reasons, or entry into mental health court, or for other reasons)</i>	County responsibility
2	<i>Inmate booked by a city on a felony investigation and whose case is initially filed by the Prosecutor as a felony in District Court as part of a plea bargain effort (so called “expedited cases”)</i>	County responsibility (including the expedited cases to be filed under the new Prosecutor Filing Standards).
3	<i>Inmate booked by a city on a felony investigation, whose case is initially filed by the County Prosecutor as a misdemeanor in district court (i.e., mental health, domestic violence <u>or</u> in regular district court)</i>	County responsibility
4	<i>Inmate booked by a city on a felony investigation. The County prosecutor declines to file the case and refers it to a city prosecutor or law enforcement for any further action.</i>	County responsibility prior to release of felony investigation by the County prosecutor; City responsibility from and after release of felony investigation
5	<i>Misdemeanor or felony cases originated by state agencies (i.e., WSP)</i>	County responsibility
6	<i>Inmates booked by a city on a juvenile charge who are held in adult detention or become adults during the pendency of their charge or sentence.</i>	County responsibility

Attachment I-2

**Inmate Transfers: Transfer Request Exemption Criteria, Notice and Billing
(Relating to Section 1.6.9)**

- A. In the event of one or more of the following transfer exception criteria are met, a transfer may be denied by the County, in which case the person for whom the City has sought a transfer remains a City Inmate:
- (1) Inmate has medical/health conditions/ treatments preventing transfer.
 - (2) Transfer location refuses Inmate.
 - (3) Inmate refuses to be transported and poses a security risk.
 - (4) Inmate misses transport due to being at court or other location.
 - (5) City refuses to sign transfer paperwork requiring the City to arrange transportation for Inmate back to King County, if needed, when City sentence ends.
- B. If the County has refused a transfer request and thereafter determines that it no longer needs to detain the person and the person would as a result become a City Inmate, then the County will provide notice to the City that it will become billable for the Inmate. The City will not incur a Maintenance Charge on the day of notice. If the City transfers the Inmate during the six calendar days immediately following the day of notice, it will not incur a Maintenance Charge for the first calendar day following notice but will incur a Maintenance Charge for each subsequent calendar day until the Inmate is transferred. If the City does not transfer the Inmate from the Jail during this six-day period, the City is billable beginning the calendar day following the day of notice from the County.
- C. The terms of this Attachment I-2 may be amended by administrative agreement evidenced by execution in writing by the Chief Executive Officer of the City and King County Executive.

EXHIBIT II

Exception to Billing Procedure

For persons serving the one- and two-day commitments pursuant to the mandatory DUI sentence grid who report directly from the community to the Jail for incarceration, Inmate day shall not be defined according to Section 1.16 of the Agreement. Instead, Inmate day shall be defined as a twenty-four-hour period beginning at the time of booking. Any portion of a twenty-four-hour period shall be counted as a full Inmate day. The number of days billed for each sentence shall not exceed the sentence lengths specified on the court commitment.

Two examples are provided for illustration:

Two-day sentence served on consecutive days:

John Doe	Booked 7/1/23 0700	Released 7/3/23 0700
	Number of Inmate days = 2	

Two-day sentence served on non-consecutive days:

John Doe	Booked 7/1/23 0700	Temporary Release 7/2/23 0700
	Return to Jail 7/8/23 0700 Number of Inmate days = 2	Released 7/9/23 0700

The Department of Adult and Juvenile Detention will apply this definition of Inmate day to the City's direct DUI one and two-day Inmates by adjusting the City's monthly bill before it is sent to the City. If the changes are not made for some reason, the City will notify the Department of Adult and Juvenile Detention, which will make the necessary adjustments.

EXHIBIT III
Calculation of Fees, Charges and Surcharges

Starting on the Effective Date of this Agreement, the City shall pay the fees, charges, and surcharges with such annual adjustments for inflation as described below. Starting on the Effective Date of this Agreement, the City shall also pay offsite medical care charges as detailed below

2023 is the Base Year for fees, charges, and surcharges and is the basis from which the fees, charges, and surcharges are to be annually adjusted by applying the inflators set forth in Subsection 5.a. of this Exhibit III.

1. MAINTENANCE CHARGE AND CAPITAL EXPENDITURE CHARGE

The Maintenance Charge shall be calculated as described below.

- a. The **Maintenance Charge** starting **January 1, 2023**, and for the remainder of the calendar year 2023, **excluding** any adjustments for Capital Expenditure Charges, will be **\$250.64**. When combined with the Capital Expenditure Charges, the Maintenance Charge for calendar year 2023 is **\$256.90**. The Maintenance Charge shall be inflated in 2024 as described in Section 5. The City will not be charged a Maintenance Charge for a City Inmate where the Inmate has been offsite (e.g. housed outside of the Jail) for all twenty-four (24) hours of a Surcharge Day and subject to 1:1 Guarding Surcharge for the entirety of such twenty-four (24)-hour period.
- b. In addition to the annual adjustment to the Maintenance Charge described above, King County will increase the Maintenance Charge to capture the cost of **Capital Expenditures**. Capital Expenditures are defined as the cost of repairing and renovating current jail capacity and facilities and support and administrative facilities that benefit Jail operations. Additional Capital Expenditures will be included in the Maintenance Charge if such expenditures benefit City Inmates. Any Capital Expenditure that solely benefits County Inmates will not be charged to the City. Capital Expenditures do not include Jail Bed Expansion Projects. Capital Expenditures do not include Major Maintenance.
 - i. Capital Expenditures will be calculated in proportion to the square footage that benefits adult detention. Cities will be billed their proportionate share based on the total number of Inmate Days (as defined in Section 1.17). By August 15 of 2023, DAJD will estimate the total number of Inmate Days for 2024 and provide notice to the City of the Capital Expenditure Charge to be included in the Maintenance Charge for 2024.
 - ii. Upon request of the City, the County shall provide its six (6)-year CIP and its six (6)-year major maintenance plan to the City. The County will provide a detailed line-item budget of each Capital Expenditure. If the City disputes that the Capital Expenditure benefits City Inmates or otherwise disputes the inclusion of the Capital Expenditure or any portion of the Capital Expenditures' budget in the maintenance fee, the matter will be resolved under the dispute resolution processes described herein. Capital Expenditures will not be charged to the City to the extent such Capital Expenditures are covered by federal grants, state grants, insurance proceeds, capital maintenance reserves or voter approved capital funding for jail related improvements.
 - iii. Capital Expenditures, if debt financed, shall begin being charged when debt service payments begin for the permanent financing of the Capital Expenditure and shall

continue until the end of the debt amortization unless the debt amortization is less than fifteen (15) years, in which case the charges to the City will be amortized over fifteen (15) years. If the Capital Expenditure is not debt financed, Capital Expenditure charges shall be based on actual expenditures. The County will make available documentation evidencing such expenditures.

- iv. Beginning January 1, 2023, and continuing through calendar year 2023, the Capital Expenditure Charge for ISP for the City is \$5.21 and the Capital Expenditure Charge for the CSSP is \$1.05, for a combined total Capital Expenditure Charge of \$6.26 to be added to the Maintenance Charge set forth in subparagraphs a and b above.

2. BOOKING FEE

- a. The booking fee shall be based on whether, or not the City is using the County's Personal Recognizance (PR) screeners for individuals it brings to a County jail facility to be booked. The two booking fees starting January 1, 2023, and for the remainder of the calendar year 2023 will be initially set as follows:
 - i. The **Base Booking Fee** shall be **\$178.67**. This is the booking fee payable by Contract Cities that are **not** using the County's PR screeners. This Booking Fee shall include **40.86%** of the total Budgeted Jail Costs associated with booking (including Jail Health Intake Services); this percentage of booking costs to be included in the Booking Fee shall remain fixed through the term of this Agreement.
 - ii. The **Standard Booking Fee** shall be **\$262.25**. This is the booking fee payable by Contract Cities using the County's PR screeners. This booking fee is composed of the Base Booking Fee plus the fee associated with the County's PR screeners.
- b. If the City has a court order on file as of the Effective Date, confirming that the City and not the County will have authorization to provide PR screening for City Inmates, then the City will be qualified for the Base Booking Fee as of the Effective Date. To qualify for the Base Booking Fee in 2024, the City must either provide a court order not later than July 1, 2023, confirming that the City and not the County will have authorization to provide PR screening for City Inmates, or a previously issued court order must remain in effect. If an authorizing court order is revoked or expires and is not renewed, the City will no longer qualify for the Base Booking Fee.

The Booking Fee shall be inflated in 2023 as described in section 5 below.

3. SURCHARGES

In addition to payment of the Maintenance Charge and the Booking Fees, the City shall pay Surcharges associated with services provided to City Inmates as described below. The types of services provided to an Inmate associated with each Surcharge, and a general description of each Surcharge, is set forth in Attachment III-1.

The initial Surcharge amounts described in paragraphs (a) – (d) below shall apply from the January 1, 2023, through December 31, 2023, and shall be inflated for 2024 as described in Section 5 below.

- a. **Infirmity Care.** For Medical Inmates, the City shall pay an Infirmity Care Surcharge of **\$388.99** for each Surcharge Day.

- b. **Non-Acute Psychiatric Care.** For Non-Acute Psychiatric Inmates, the City shall pay a Psychiatric Care Surcharge of **\$119.26** for each Surcharge Day.
- c. **Acute Psychiatric Care.** For Acute Psychiatric Inmates, the City shall pay an Acute Psychiatric Care Surcharge of **\$304.51** for each Surcharge Day.
 - i. The **Acute Psychiatric Surcharge** for each Surcharge Day shall be **\$304.51**.
 - ii. The **Psychiatric Care Surcharge** for each Surcharge Day of **\$119.26** is added to the Acute Psychiatric Housing surcharge for a total Acute Psychiatric Care Surcharge of **\$423.77**.
- d. **1:1 Guarding Surcharge.** The 1:1 Guarding Surcharge is the charge imposed when the County dedicates an individual officer to guard a City Inmate. The Surcharge shall be **\$87.28** per guard *for each hour* or portion thereof, and as further described in Attachment III-1.
- e. A **Surcharge Day** is defined as a 24-hour period from midnight to midnight, or any portion thereof, in which an Inmate receives any of the services within the Surcharges listed in subparagraphs (a) – (c) above; *provided that* with respect to the Infirmary Care Surcharge, Psychiatric Care Surcharge and Acute Psychiatric Surcharge, a maximum of one (1) charge may be imposed within the twenty-four (24)-hour period for a single inmate, and the charge imposed shall be the highest applicable charge. For example, if an inmate is placed in Acute Psychiatric Care, released to the general population, and then again placed in Acute Psychiatric Care all within the same twenty-four (24)-hour period (midnight to midnight), a single Acute Psychiatric Care Surcharge will be imposed. Similarly, if an Inmate is placed in Acute Psychiatric Care and then in Non-Acute Psychiatric Care within the twenty-four (24)-hour midnight to midnight period, then a single Acute Psychiatric Care charge will be imposed.

4. OFFSITE MEDICAL CARE CHARGES

In addition to the Maintenance Charge, the Booking Fee, and the Surcharges detailed above, the City shall be responsible for payment of all Offsite Medical Care Charges incurred by a City Inmate.

5. INFLATORS AND RE-SETS OF FEES CHARGES, AND SURCHARGES

- a. Inflators. Effective January 1, 2023, all fees, charges, and surcharges, excluding: (1) Offsite Medical Care Charges and, (2) the Capital Expenditure Charge components of the Maintenance Charge, shall be inflated by the percentage rates described below.

Non-Medical Charges: the following fees and charges are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the 12-month period ending in June) plus 1.5% but shall in no event be lower than 1.5%:

- i. Maintenance Charge
- ii. Booking Fee
- iii. Acute Psychiatric Housing Surcharge
- iv. 1:1 Guarding

Medical Charges: The following fees and charges are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the twelve (12)-month period ending in June) plus three (3) percent, but shall in no event be lower than three (3) percent:

-
- i. Infirmarium Care Surcharge
 - ii. Psychiatric Care Surcharge
- b. Final Fee, Charge and Surcharge Notice for Following Calendar Year. No later than August 15, the County will provide notice to the City of the final fees, charges and surcharges listed in this Subsection 5.a. reflecting the application of the June-June CPI index in the manner prescribed in Subsection 5.a above.
- c. Inflation Re-sets. Notwithstanding the terms of Subsections 5.a and 5.b to the contrary, in the event the Seattle-Tacoma-Bremerton CPI-W (June-June) exceeds eight (8) percent then, as part of the August 15, final fee and charge notice, the County will include information demonstrating whether, based on factors affecting the DAJD Budgeted Jail Costs including but not limited to personnel costs, food, utilities and pharmaceuticals, the County’s reasonably expected inflation experience for the DAJD Budgeted Jail Costs in the next calendar year (the “Expected Inflation Rate”) is *less than or greater than* said CPI-W (June-June) rate. If the Expected Inflation Rate is lower than the CPI-W (June-June) rate, the County will apply the lower of the two rates to the fees and charges listed in this Subsection 5.c for the following calendar year.

Attachment III-1
Summary Description of Medical Cost Model Surcharges and Pass-Through Charges

	Surcharge	Description
1.	1:1 Guarding	Cost to guard an inmate in a 1:1 situation. Most common occurrence is at hospital or at off-site medical appointments. If more than one guard is required, then the rate would be the multiple of guards.
2.	Acute Psychiatric Care (two components) – billed by location	
	a. Psychiatric Care Surcharge	Costs for Jail Health Services (JHS) treatment team for services listed below for Psychiatric Care.
	b. Acute Psychiatric Surcharge	Costs for additional officer staffing for: 15-minute checks, assistance with feeding, emergency responses, escorts, and other necessary services to provide for an inmate who poses a potential danger to him or herself.
3.	Non-Acute Psychiatric Care (one component)	
	a. Psychiatric Care Surcharge	Costs for JHS Psychiatric treatment team for services listed below for Psychiatric Care.
4.	Infirmiry Care	Costs for JHS Infirmiry care, services listed on reverse.

	Pass-Through Charge	Description
5.	Off-Site Medical Charges	Costs for inmates to receive services from outside medical providers (services not available from JHS). Examples include: ❖ Hospital care ❖ Dialysis ❖ Cancer treatment (chemotherapy, radiation) ❖ Specialized transport to medical appointments (wheelchair bound inmates)

JHS Psychiatric Care

Services Provided:	Criteria:
❖ Psychiatric Treatment & Management ❖ Psychiatric Treatment Team Monitoring ❖ Medication Administration ❖ Mental Health Crisis Counseling ❖ Psychiatric Therapy Groups	<i>Inmates with severe or unstable mental health conditions are placed in psychiatric housing units and receive a level of monitoring and care based on the acuity of their mental illness. Inmates in psychiatric housing are evaluated upon admission and then re-evaluated on a regular basis by a multi-disciplinary treatment team.</i>

JHS Infirmary Care

Services Provided:	Criteria:
❖ 24-hour Skilled Nursing Care ❖ Daily Provider Rounds ❖ Treatment and Management of Complex Disease States ❖ Medication Administration ❖ Activities of Daily Living Assistance ❖ Alcohol Detoxification	<i>Inmates who meet diagnostic criteria that require 24-hour skilled nursing care are housed in the KCCF Infirmary. Examples include but are not limited to:</i> ❖ <i>Patients requiring medical detoxification/withdrawal management</i> ❖ <i>Individuals with non-stable medical conditions such as: need for kidney dialysis, wired jaws, newly started on blood thinning medication;</i> ❖ <i>Individuals who are mobility impaired and/or not independent in activities of daily living;</i> ❖ <i>Individuals requiring IV therapy or with central lines in place;</i> ❖ <i>Individuals who are acutely ill, post-surgical, who require convalescent care, and those with conditions requiring extensive treatment and frequent monitoring; and</i> ❖ <i>Individuals with severe respiratory problems requiring nebulizer treatments, oxygen and close observation.</i> <i>Inmates are formally admitted to infirmary care following assessment by a physician or nurse practitioner and then monitored daily by provider and nursing staff. Discharge from the infirmary occurs either at the time of release from jail or as the patient's condition improves and can be safely managed in general population housing. Some individuals remain in infirmary care for the duration of their incarceration.</i>



King County

Department of Adult and Juvenile Detention

Directors Office
500 Fifth Avenue
Seattle, WA 98104

August 30, 2022

City of Lake Forest Park,

This letter is to provide you with 2023 detention rates for housing your inmates in King County jail facilities. Rates were prepared pursuant to the Interlocal Agreement between the County and King County cities. Due to continued COVID-19 population restrictions, the Department of Adult and Juvenile Detention is again only employing basic annual inflation in 2023, rather than implementing a full cost reset.

In addition, the Jail Services Agreement between your jurisdiction and King County is set to expire at the end of 2022. For 2023, we will be offering a two-year contract which will be substantially like our current contract.

Today, we are providing forecasted 2023 jail rates. While our council will have final approval of our rates, we are optimistic the figures below will not be substantially different, if at all. Once we have final approval from the council, we will reach back out with both the rates and a contract for your leadership to sign. The rates being proposed, and the methodology follows our current Jail Services Agreement with your agency.

Rates effective January 1, 2023, through December 31, 2023

The Exhibit III Calculation of Fees, Charges and Surcharges, in the Interlocal Agreement specifies the fees, charges and surcharges as well as the Offsite Medical Charges, the City shall pay. Also, Exhibit III c., i., denotes that King County will increase the Maintenance charge to capture the cost of capital expenditures that benefit jail operations. In 2023, the debt service for the Courthouse Seismic Stabilization Project (CSSP) is \$1.05 and the debt service for the Integrated Security Project (ISP) is \$5.21. For the period of January 2023 through December 2023, the rates are as follows:

Other Cities	2022 Base Rate ¹	Annual Increase ²	CPI W ²	Base Rate before Debt Svc.	CSSP ³	ISP ³	2023 Final Rate
Daily Maint	\$ 225.80	1.50%	9,50%	\$ 250.64	\$ 1.05	\$ 5.21	\$ 256.90
Booking - Standard	\$ 236.26	1.50%	9,50%	\$ 262.25			\$ 262.25
Booking - Reduced	\$ 160.96	1.50%	9,50%	\$ 178.67			\$ 178.67
Acute Psych Housing ⁴	\$ 274.33	1.50%	9,50%	\$ 304.51			\$ 304.51
Psych Other ⁴	\$ 106.01	3.00%	9,50%	\$ 119.26			\$ 119.26
Infirmery	\$ 345.77	3.00%	9,50%	\$ 388.99			\$ 388.99
1 on 1 Guarding Hrly	\$ 78.63	1.50%	9,50%	\$ 87.28			\$ 87.28

¹ Prior years base rate, before the inclusion of the CSSP and ISP fees.

² Exhibit III Section 7 Inflation and Re-Sets of Fees and Charges.

³ Exhibit III Section 1. C, Capital Expenditures included in Daily Maintenance charges. CSSP = Courthouse Seismic Stabilization Project, ISP =

⁴ Exhibit III Section 3 c. Acute Psychiatric Care (Psych Unit) is comprised of the Acute Psychiatric Housing Surcharge and the Psych Other Surcharge.

Please call me (206-477-2339) if you have any questions regarding the rates.

Sincerely,

Steve Larsen
DAJD Chief of Administration



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	October 27, 2022
Originating Department	Executive
Contact Person	Phillip Hill
Title	Resolution 1861/Authorizing the Mayor to sign an agreement with Gordon Thomas Honeywell Governmental Affairs for 2023-2024 State Legislative Advocacy Services

Legislative History

- First Presentation 10/27/2022 Regular Meeting
 - Action 10/27/2022 Regular Meeting
-

Attachments:

1. Resolution 1861/Authorizing the Mayor to Sign the Agreement for 2023-2024 State Legislative Advocacy Services with Gordon Thomas Honeywell Governmental Affairs
 2. Consultant Contract (Exhibit A to Resolution)
-

Executive Summary

The City needs the support of the state as a funding partner for its future transportation and infrastructure projects. A state government affairs advocate provides the City with a better opportunity to receive state support for projects that will benefit Lake Forest Park. The City has worked with a state government affairs advocate for several years and has been successful in obtaining funding for a variety of projects. The Administration has negotiated a contract with Gordon Thomas Honeywell Government Affairs (GTHGA) for state advocacy services in 2023 and 2024. Briahna Murray and Shelly Helder with GTGHA will serve as the consultants. This will be the ninth and tenth year that the City has worked with GTGHA. The proposed contract annual fee for each year is \$37,800, which is a 5% increase over the 2021 – 2022 contract.

Background

The City has contracted with GTHGA for the previous eight years. GTHGA has been instrumental in the City’s significant dollars in state capital/transportation funds. The positive relationships and the momentum created by GTHGA’s effort position the City for a successful 2023 and 2024 session.

The full scope of work is included as Exhibit A of the proposed agreement. Highlights include:

- Lobby to advance items on the city’s 2023-24 legislative agenda, with emphasis on securing funding for the replacement of culverts in Lake Forest Park, securing funding for improvements to State Route 104, and securing funding for a regional crisis response center.
- Monitor state legislation that impacts cities and provides comprehensive bill tracking.
- Organize meetings in Olympia and locally with the City’s legislative delegation.
- Provide weekly/bi-weekly updates on our priorities.
- In the interim months, assist the city in amending its 2023-24 legislative agenda to reflect changes from the 2023 Session, and prepare for the 2024 session and funding cycle.
- Present an end-of-session report that recaps the legislative session in full.

Fiscal & Policy Implications

The proposed 2023-2024 contract includes a 5% fee increase compared to the 2021-22 contract. The proposed 2023-24 budget provides funding for this contract in the Surface Water Utility and Transportation Capital Fund. If the City does not wish to continue the contract it may terminate the contract with 30 days’ notice.

Alternatives

<i>Options</i>	<i>Results</i>
• Authorize the Mayor to sign the agreement	The City will continue to work with GTHGA in the 2023-24 biennium.
• Do not authorize the Mayor to sign the agreement	The City will not work with GTGHA in the 2023-24 biennium.

Staff Recommendation

Move to approve Resolution 1861, authorizing the Mayor to sign the agreement for 2023 and 2024 state legislative advocacy services with Gordon Thomas Honeywell Governmental Affairs.

RESOLUTION NO. 1861**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKE FOREST PARK, WASHINGTON, AUTHORIZING
THE MAYOR TO SIGN THE AGREEMENT FOR 2023 AND
2024 STATE LEGISLATIVE ADVOCACY SERVICES WITH
GORDON THOMAS HONEYWELL GOVERNMENTAL
AFFAIRS**

WHEREAS, the City desires to obtain state governmental affairs services to support its legislative priorities; and

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

WHEREAS, the City Council desires to enter into a contract with Gordon Thomas Honeywell Governmental Affairs for state government affairs support; and

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

Section 1. AUTHORIZATION. The City Council of Lake Forest Park authorizes the Mayor to sign the contract with Gordon Thomas Honeywell Governmental Affairs for state government affairs support attached as Exhibit A.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 27th day of October, 2022.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Matt McLean
City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 1861

Exhibit A – GTHGA 2023

CITY OF LAKE FOREST PARK PROFESSIONAL SERVICES AGREEMENT

Agreement Title: State Government Affairs Consultant Contract – 2023 & 2024

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and Gordon Thomas Honeywell Government Affairs, (the "Consultant"), is dated this _____ day of _____, 20____.

Consultant Business: Gordon Thomas Honeywell Government Affairs
 Consultant Address: 1201 Pacific Ave., Suite 2100, Tacoma, WA 98401
 Consultant Phone: 253-620-6500
 Consultant Fax: 253-620-6565
 Contact Name: Shelly Helder
 Consultant e-mail: shelder@gth-gov.com

Federal Employee ID No.:

Authorized City Representative: Shannon Moore, Human Resources Director
 for this contract:

WHEREAS, the City desires to obtain state government affairs services to support its legislative priorities for 2023 and 2024; and

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

WHEREAS, the City finds that Consultant is qualified to perform and is experienced in performing the required services; and

WHEREAS, the City desires to engage the Consultant.

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

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

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

The project manager(s) of the Work shall be Shelly Helder and Briahna Murray. The project manager(s) shall not be replaced without the prior written consent of the City.

Work shall commence when the City issues a notice to proceed and it shall be completed no later than December 31, 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 thirty-seven thousand and eight hundred dollars (\$37,800.00) annually 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 Accounts Payable, 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. 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 by 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: Shannon Moore, Human Resources Director
 17425 Ballinger Way NE
 Lake Forest Park, WA 98155

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

Gordon Thomas Honeywell Government Affairs
 Attn: Briahna Murray
 1201 Pacific Ave., Suite 2100
 Tacoma, WA 98401
 bmurray@gth-gov.com

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

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

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

CITY OF LAKE FOREST PARK WASHINGTON By: _____ Jeff Johnson, Mayor _____ Date	CONSULTANT: Gordon Thomas Honeywell Government Affairs By _____ Briahna Murray Its _____ Date: _____
ATTEST: _____ Evelyn Jahed, City Clerk Date: _____ _____	
APPROVED AS TO FORM: _____ Kim Adams Pratt, City Attorney Date: _____	

EXHIBIT A
SCOPE OF WORK

Section 11, ItemB.

- Register as the City’s lobbyist with the Public Disclosure Commission.
- Assist the City in developing its 2023-24 legislative agenda.
- Lobby to advance items on the City’s 2023-24 legislative agenda, with emphasis on securing funding towards the replacement of culverts in Lake Forest Park, securing funding for improvements to State Route 104 and securing funding for a regional crisis response center.
- Monitor state legislation that impacts cities and provide comprehensive bill tracking.
- Monitor actions by state agencies, such as Department of Fish and Wildlife, regarding culvert studies and funding.
- Strengthen relevant legislative relationships between the City, state legislators, and executive offices.
- Meet with the City’s legislative delegation on a regular basis before, during, and after the legislative session.
- Meet with key legislators, including relevant committee chairs, before, during and after the legislative session.
- Brief City officials on legislative activity and attend City Council and City staff meetings as requested by the City manager or his designee.
- Schedule appointments for City officials to meet with the City’s legislative delegation and key legislators during visits to Olympia.
- Provide the City with weekly written and/or oral reports during the Legislative Session and daily communication via phone and email as needed. Provide the City with monthly written and/or oral reports during the Legislative Interim.
- Coordinate with the Association of Washington Cities, and other stakeholder groups, as appropriate to advancing the city’s legislative priorities.
- Present an end-of-session report that recaps the legislative session in full.
- In the interim months, assist the City in amending its 2023-24 legislative agenda to reflect changes from the 2023 Session, and prepare for the 2024 session and funding cycle.

EXHIBIT B
FEE SCHEDULE

Section 11, ItemB.

January 2023 – State Government Affairs Services	\$3,150.00
February 2023 – State Government Affairs Services	\$3,150.00
March 2023 – State Government Affairs Services	\$3,150.00
April 2023 – State Government Affairs Services	\$3,150.00
May 2023 – State Government Affairs Services	\$3,150.00
June 2023 – State Government Affairs Services	\$3,150.00
July 2023 – State Government Affairs Services	\$3,150.00
August 2023 – State Government Affairs Services	\$3,150.00
September 2023 - State Government Affairs Services	\$3,150.00
October 2023 - State Government Affairs Services	\$3,150.00
November 2023 - State Government Affairs Services	\$3,150.00
December 2023 - State Government Affairs Services	\$3,150.00
2023 Total	\$37,800.00

January 2024 – State Government Affairs Services	\$3,150.00
February 2024 – State Government Affairs Services	\$3,150.00
March 2024 – State Government Affairs Services	\$3,150.00
April 2024 – State Government Affairs Services	\$3,150.00
May 2024 – State Government Affairs Services	\$3,150.00
June 2024 – State Government Affairs Services	\$3,150.00
July 2024 – State Government Affairs Services	\$3,150.00
August 2024 – State Government Affairs Services	\$3,150.00
September 2024 - State Government Affairs Services	\$3,150.00
October 2024 - State Government Affairs Services	\$3,150.00
November 2024 - State Government Affairs Services	\$3,150.00
December 2024 - State Government Affairs Services	\$3,150.00
2024 Total	\$37,800.00

City Administrator Report

City of Lake Forest Park

Date: October 27, 2022

TO: Honorable Deputy Mayor and Councilmembers

FR: Phillip Hill, City Administrator

CC: Honorable Mayor Jeff Johnson
Leadership Team

The City Administrator Report is meant to provide the council, staff and community an update on the activities of the City and on issues that concern the City. This memo will be provided in each Council packet and is divided into key sections.

Please let me know if you have any questions or need additional information about any of the following items and please feel free to contact any of the department heads for additional information.

I. Intergovernmental and local issues update.

Police Department

Officers worked extensively with an elderly subject living in their vehicle. The subject had been evicted from a local apartment after a significant rent increase, is awaiting surgery and has mobility issues. Multiple complaints from residents regarding this subject being parked in the neighborhood led to officers finding a safe place for them to park and access to shower facilities until a more permanent living situation was found.

Officers were called by a subject who located what they believed to be cremated human remains. Officers recovered the remains and were able to locate next of kin.

Officers responded to a robbery on the Burke Gilman trail. While riding his bike on the trail the victim was grabbed by the suspect and fell off his bike. The victim and the suspect then struggled over the bike until witnesses intervened. The suspect was taken into custody and booked into the King County Jail.

Officers responded to a subject who was attempting to set his hair on fire with a butane torch. Officers detained the subject who was later sent to the hospital for a mental health evaluation.

II. Internal City Information

Public Works Department

Routine stormwater management system maintenance work has begun and will continue through the end of the year. This includes cleaning catch basins and drainpipes, and performing miscellaneous repairs and cleaning of stormwater treatment and flow control facilities to maintain proper facility function. This work is driven by NPDES municipal stormwater permit requirements and helps reduce stormwater-borne pollution of the City's surface waters, Lake Washington, and Puget Sound.



Within the next several weeks, DPW expects to share details of an online open house currently being developed as part of the City's Stormwater Management Action Planning process, which we expect to complete and submit to the WA Department of Ecology by March of next year. This interactive tool will enable residents and other local stakeholders to provide valuable input regarding preferred types, locations, and amounts of stormwater management action (e.g., capital improvement projects, operational adjustments, policy changes) to be included in the City's plan.

Municipal Services Department

Passport Services

During the month of October, we processed 260 passports with 177 photos, for a total revenue of \$11,932

Month	Passport Revenue	Photo Revenue	Total
October	\$9,100	\$2,832	\$11,932

III. Council Information

IV. Response to Citizen and Council Comments**V. Contract Reporting**

One contract was approved administratively during the reporting period: Amendment 2 to the agreement for primary public defender services with Stewart MacNichols Harmell, Inc. PS. Amendment 2 extends the term through December 31, 2023.

VI. Legislative Update**VII. Community Events****VIII. Upcoming City Sponsored Events****IX. Meetings Calendar****[Climate Action Committee Meeting \(hybrid meeting\)](#)**

November 1, 2022, 7:00 PM @ City Hall and via Zoom

[Tree Board Meeting \(hybrid meeting\)](#)

November 2, 2022, 7:00 PM - 9:00 PM @ City Hall and via Zoom

[City Council Special Meeting \(hybrid meeting\)](#)

November 3, 2022, 6:00 PM - 9:00 PM @ City Hall and via Zoom

[Planning Commission Meeting \(hybrid meeting\)](#)

November 8, 2022, 7:00 PM - 9:00 PM @ City Hall and via Zoom

[North King County Coalition on Homelessness](#)

November 10, 2022, 1:00 PM - 3:00 PM @ This meeting will be held virtually.

[City Council Work Session Meeting \(hybrid meeting\)](#)

November 10, 2022, 6:00 PM - 7:00 PM @ City Hall and via Zoom

[City Council Regular Business Meeting \(hybrid meeting\)](#)

November 10, 2022, 7:00 PM - 9:00 PM @ City Hall and via Zoom

[City Hall Closed \(Veterans' Day Holiday\)](#)

November 11, 2022, 9:00 AM - 5:00 PM

[CANCELED City Council Budget & Finance Committee Meeting \(hybrid meeting\)](#)

November 17, 2022, 6:00 PM - 7:30 PM @ City Hall and via Zoom

City Council Special Meeting (hybrid meeting)

November 17, 2022, 6:00 PM - 8:00 PM @ City Hall and via Zoom

Parks and Recreation Advisory Board Meeting (hybrid meeting)

November 23, 2022, 7:00 PM - 8:30 PM @ City Hall and via Zoom

City Hall Closed (Thanksgiving Day Holiday)

November 24, 2022, 9:00 AM - 5:00 PM

City Hall Closed (Native American Heritage Day Holiday)

November 25, 2022, 9:00 AM - 5:00 PM