



# CITY OF LAKE FOREST PARK CITY COUNCIL SPECIAL MEETING

**Thursday, March 07, 2024 at 6:00 PM**

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

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

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

**Join Zoom Webinar: <https://us06web.zoom.us/j/82939518103>**

**Call into Webinar: 253-215-8782 | Webinar ID: 829 3951 8103**

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 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:**

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 Public Comments. The City Clerk will read your name and subject matter into the record during Public Comments.

This is a special meeting of the City Council. Action may only be taken on items listed on the agenda. For up-to-date information on agendas, please visit the City’s website at

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

## **AGENDA**

- 1. CALL TO ORDER: 6:00 PM**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ADOPTION OF AGENDA**
- 4. PUBLIC 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 might have purview or control over. If the comments are of a nature that the Council does not have influence or control over, then the Mayor may request the speaker suspend their comments. 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.***

### **5. PRESENTATIONS**

- A.** 2024 Planning Commission Work Plan
- B.** 2024 Climate Action Committee Work Plan
- C.** 2024 Parks and Recreation Advisory Board Work Plan
- D.** Update on plan for Lakefront Park

### **6. CONSENT CALENDAR**

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

- A.** February 15, 2024 City Council Budget and Finance Committee Meeting Minutes
- B.** February 22, 2024 City Council Regular Meeting Minutes
- C.** City Expenditures for the Period Ending March 7, 2024
- D.** Resolution 24-1945/Authorizing the Mayor to accept the Department of Commerce Pursuit Technology Grant

### **7. ORDINANCES AND RESOLUTIONS FOR INTRODUCTION / REFERRAL**

- A.** Resolution 24-1946/Authorizing the Mayor to accept the Department of Commerce Climate Planning Grant
- B.** Ordinance 24-1290/Amending LFPMC 10.06.030 related to automatic traffic safety cameras

### **8. ORDINANCES AND RESOLUTIONS FOR COUNCIL DISCUSSION**

- A.** Ordinance 24-1289/Amending the 2023-2024 Budgeted Positions and Salary Schedule for the Municipal Services Department

## 9. OTHER BUSINESS

## 10. COUNCIL COMMITTEE REPORTS

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

## 11. ADJOURN

### FUTURE SCHEDULE

- Thursday, March 14, 2024 City Council Work Session 6 pm - *canceled*
- Thursday, March 14, 2024 City Council Regular Meeting 7 pm - *canceled*
- Thursday, March 21, 2024 City Council Budget & Finance Committee Meeting 6 pm – *hybrid meeting (Zoom and City Hall)*
- Saturday, March 23, 2024 City Council Special Meeting Retreat 9 am – *hybrid meeting (Zoom and The Lodge at St. Edward State Park, 14477 Juanita Drive NE, Kenmore, WA 98028)*
- Monday, March 25, 2024 City Council Committee of the Whole Meeting 6 pm – *hybrid meeting (Zoom and City Hall)*
- Thursday, March 28, 2024 City Council Regular Meeting 7 pm – *hybrid meeting (Zoom and City Hall)*

*This is a special meeting of the City Council. Action may only be taken on items 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.*



# Planning Commission Work Plan— 2024

Project Summary	Focus as a % of estimated time that will be devoted to each project.
<div>1. 2024 Comprehensive Plan Update<ul style="list-style-type: none"><li>• Review of 2015 Update and planning policy documents adopted since 2015</li><li>• Host in Public Engagement Activities</li><li>• Coordination with City Council and other advisory boards</li><li>• Review of Planning Consultant drafts of Housing Action Plan and draft updates to comprehensive plan policies and background materials</li><li>• Recommend Updates to Council</li></ul></div>	100%



Climate Action Committee  
2024 Work Plan

Project Summary
<p><b><u>Present the Climate Action Plan -</u></b> Will prepare a presentation for the City Council on the CAC’s Climate Action Plan. The CAC will share this presentation with the Planning Commission, the public, and other local community groups.</p>
<p><b><u>Legislative Recommendations –</u></b> Identify legislation to recommend to the City Council. Identify model legislation from other justifications.</p>
<p><b><u>Outreach to the Public -</u></b> Determine a plan for outreach and public education for newsletters, public meetings, and coordinate how to participate in the city’s public events for best outreach.</p>
<p><b><u>Coordination with the Planning Commission –</u></b> Will work to achieve the best way to coordinate climate effort with the Planning Commission.</p>



CAC Approval Date: February 6, 2024



# Parks and Recreation Advisory Board

## 2024 Work Plan

Project Summary	Requests Outside Normal Meeting Hours or Funding
<b>Park Master Plan</b> – Vision and Planning of the Lakefront Property	May include meetings outside the normal PRAB Meetings and Staff Hours plus time for project review/presentations
<b>Parks Social Media Presence</b> – Increase Park Use/Recreation use via the City’s Social Media or eNews. (e.g. Monthly Park Spotlight)	No extra meetings outside of normal PRAB Meetings and Staff Hours
<b>Increase Community Vitality &amp; Recreation Opportunities</b> – Continue Yoga in the Parks, Create Walking Tour/Routes, Pickleball Opportunities, etc.	May include meetings outside the normal PRAB Meetings and Staff Hours plus time for event activities
<b>PRAB Community Participation</b> – Join an established community event to host an activity that embraces community vitality, recreation, or provide information on parks/opportunities (e.g. Picnic in the Park activity or booth)	May include meetings outside the normal PRAB Meetings and Staff Hours plus time for event activities, work/participation will also be decided along current covid-19 environment/regulations
<b>Advise Council and Boards/Commissions/Committees</b> – Provide recommendations to Council and other City Boards/Commissions/Committees on issues that intersect with Parks and Recreation	May include meetings outside the normal PRAB Meetings and Staff Hours for other meetings

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Approval Date: February 28, 2024

City of Lake Forest Park  
Parks & Recreation Advisory Board

# Memo

**To:** Lake Forest Park City Council

**From:** Parks and Recreation Advisory Board

**cc:** Cory Roche

**Background:**

The Parks and Recreation Advisory Board (PRAB) has been honored to be a part of the project to create a new park in the city. At this stage, we have been asked to review and discuss several open design questions and provide our recommendations to the City Council. The city has held two design open houses for community members to attend, as well as two online surveys. The most recent open house and survey provided much community input regarding the pending design questions. Additionally, members of the PRAB have discussed those questions with their own networks of local community groups and PTA's.

**Summary:**

Pending Design Question	PRAB recommendation
1. Parking Options	Minimal parking to include required ADA spaces, adequate load/unload spaces, and several permit-only spaces related to use of the building.
2. Lyon Creek Preserve Options	Meadow
3. Beach Options	All beach
4. Lakefront Shelter Options	Balanced design – useful for the purpose, but not ornate
5. Play Area Options	Nature inspired, but with a strong focus on an actual play area useful to kids year-round
6. Community Dock Options	All-activity dock, including exploring the addition of a swim float.

**Details:**

A note on community input: The PRAB found the survey responses to be very helpful in identifying what is important to the residents of the city. We read all of them and discussed themes and concerns. While we cannot address every comment raised, we really appreciate the time and effort that respondents took to share their views.

**1. Parking**

We would like to begin by recognizing that parking is a huge issue for this park. Based on the park size and location, no design scenario will provide adequate parking within the park for the busiest days. The city will need to rely on the parking spaces available near City Hall as the primary parking. Another aspect of this project is to improve the pedestrian experience on the walk between that parking area and the park, including sidewalks, curbs, and signage.

The park will need some on-site parking spots, but we suggest those be kept to a minimum:

- Accessible parking spaces to accommodate our park users with such needs (and to comply with state law).
- Several short-term load/unload sites, to allow for loading of people, picnic supplies, human powered watercraft, etc., and to minimize the need to carry such things across Bothell Way.
- A few permitted spaces for building users, which may include city or police staff, program/service providers, etc.

Another design option included a few more long-term, non-permitted parking spaces by removing green space and one of the smaller cabins. After much discussion, the PRAB does not recommend that option. On balance, we expect the presence of such “general use” parking spaces will increase traffic circulation through the park as drivers look for parking. That could lead to unwanted parking on the neighborhood street of Beach Drive when the small number of spaces are full. We also want to be mindful of the increased vehicle traffic in the area with more park users visiting the park.

Community input leaned toward the “more parking” option, but on our review of the comments, we believe our suggestion of “minimal parking” plus dedicated accessible, loading, and permitted spaces will meet those needs. The PRAB also recommends this option to encourage and support alternative means of travel which connect with this park well, including bikes, transit, and walking.

**2. Lyon Creek Preserve**

Primary consideration is to do what is best for the health of the creek. Between the forested option and meadow option, we support both but have a preference for the meadow. Public opinion was evenly split on this question, but we believe the meadow option is an uncommon area for our current parks, while forested spaces are more common. For purposes of variety, the PRAB recommends the meadow option. The community input also leaned in favor of the meadow option.

### **3. Beach Options**

The design options presented the choice between an “all beach” area or a smaller beach area with a separate, dedicated space for small boat (human powered) launching. The PRAB discussed both, but ultimately determined that an “all beach” option would better address the community’s needs. The community’s primary goal for this park is beach access, and we think that is important to provide. The dock option we recommend below provides ample watercraft launching, as does the beach area – though not separated from the swim area. We advise the city to monitor how the community uses the park with watercraft, and include appropriate signage to direct watercraft launching to the dock or edge of the beach area. If park usage shows heavy watercraft traffic on the beach that interferes with other beach use, we expect the city can alter this park design choice in the future. But until that is demonstrated, we suggest opting for more beach. This recommendation is also consistent with community input.

### **4. Lakefront Shelter Options**

Community and PRAB input was aligned in not wanting the showpiece option. Community input was split between the other two options (simple or balanced design). The PRAB recommends that the “balanced design” option will meet the community’s needs by being useful all year.

### **5. Play Area Options**

Community survey results and the PRAB recommendations are aligned that a “nature-inspired” play area will be a better fit than the other two options (big timbers or from nature). However, the PRAB wants to make special mention of a consistent theme that this play area needs to be real and robust, with many activity areas and varying ways of play. Many community comments focused on the lack of “real” playgrounds in our city parks. We recommend a play area that children will want to use all year.

### **6. Community Dock Options**

Community feedback was evenly split between the two proposed options: All-Activity Dock and Modest Dock. The PRAB discussed the options and community input, and we recommend the All-Activity Dock as meeting community needs at this time and into the future. A longer and larger dock will allow greater access to the water and views. It will also allow for easier watercraft launching, which supports the “all beach” design option above. Given the difficulty and expense of building a dock, the PRAB has the understanding that it will be difficult to start with a small dock and then add on later; better to build the dock we want all at once.

# Lake Forest Park Lakefront Improvements

Design, Engineering, Environmental, and Permitting

**D|C|G** WATERSHED

# Schedule overview

Notice to Proceed received July 11, 2023

## Pre-design (July to October):

- Data Collection
- Site Analysis
- Early Engagement

## Concept Design (October to January 2024):

- Design programming
- Alternatives development
- Feasibility analysis
- Permit mapping
- Cost estimation

Council Update  
11/9/2023

## Alternatives Analysis (January 2024 to March):

- Presentation of alternatives
- Refinement
- Selection of preferred design

Council Update  
3/7/2024

## Schematic Design (March to June):

- Advance preferred design
- Preparation and delivery of schematic design package

End of current phase 1 contract

**Early works demolition – *March to December 2024***

**Design Development – *targeting Notice to Proceed in June 2024***

# Progress report

## Concept Design (October to January 2024):

- **Design programming**
- Alternatives development
- Feasibility analysis
- Permit mapping
- Cost estimation

## Completed:

Evaluate survey data, community input, regulatory and site information, grant requirements, and city feedback

Identify potential park program of site uses, facilities, amenities

# Progress report

## Concept Design (October to January 2024):

- Design programming
- **Alternatives development**
- **Feasibility analysis**
- **Permit mapping**
- **Cost estimation**

## Completed:

Using informed approach, explore design scenarios for program implementation

Explore regulatory and permit implications to potential design scenarios

### ***Design, vet, redesign***

Refine to strong array of feasible options and send for outside pricing

Comprehensive cost review, refine design to target cost range

# Progress report

## Alternatives Analysis (January 2024 to March):

- **Presentation of alternatives**
- Refinement
- Selection of preferred design

## Completed:

### Continued community engagement

- Online open house, listserv sign up
- Outreach – social media, email, postcards, eNews

### Presentation of design options

- Overview to city staff 1/18
- Presentation to PRAB 1/23 (meeting summary in Council packet)

### Presentation at community workshop

- In-person workshop 2/21
- Online survey to collect community preferences open from 2/20 – 3/6

# Ongoing Promotions

## Website

- ~2,500 unique visitors (~780 on 11/9)
- 172 individuals on listserv (96)

Postcard mailings: 2 mailings to 4,733 homes

Enews: citywide distribution

Engagement surveys (684 total responses)

- Predesign: 496 responses
- Workshop 1 recap: 7 responses
- Workshop 2: 181 responses

LAKE FOREST PARK

LAKEFRONT PARK



You can shape the vision for Lake Forest Park's public lakefront.

The Lake Forest Park Mayor and City Council have established improving public waterfront access as a high priority. This project was identified as a high priority in the City's Parks, Recreation, Open Space and Trails (PROST) plan.

The City of Lake Forest Park has acquired 2 parcels, totaling 1.91 acres, on the shores of Lake Washington. This land is located near the Town Center, Burke-Gilman Trail, and adjacent to the scenic Lyon Creek Waterfront Preserve. As of now, the City lacks public water access, and this project aims to provide the community with active water recreation opportunities in a beautiful area.

This multi-year effort requires community participation and input. Look out for opportunities to get involved or sign up at the website below to receive email updates.

[lfplakefrontpark.com](http://lfplakefrontpark.com)

LAKE FOREST PARK

LAKEFRONT PARK

You can shape the vision for Lake Forest Park's public lakefront.


The city and its consultants are embarking on the design of a new public waterfront that will feature expanded park and community space.

Visit the website to find out more and to learn how you can participate in the design and planning process.

[lfplakefrontpark.com](http://lfplakefrontpark.com)




Section 5, Item D.



Top: City map showing project location and adjacent water, pedestrian, and bicycle routes. Bottom: Aerial photo of project location facing east.

Estimated Project Schedule

2023	2024	2025	2026
7 8 9 10 11 12	1 2 3 4 5 6 7 8 9 10 11 12	1 2 3 4 5 6 7 8 9 10 11 12	1 2 3 4 5 6 7 8 9
DATA COLLECTION			
ENGAGEMENT & PREDESIGN			
	DESIGN ALTERNATIVES & REFINEMENT		




[Welcome](#) [Background](#) [Virtual Tour](#) [City Website](#) [Calendar & Events](#)

Welcome to the lakefront improvement project online open house website!

LAKE FOREST PARK

LAKEFRONT PARK PROPERTY



LAKE FOREST PARK

LAKEFRONT PARK

Save the date!

Join the Community Workshop on Wednesday, October 25th at Lake Forest Park City Hall.

This will be an open house event with activities for all ages. Stop by anytime between 5:30PM - 7:30PM.

Learn more about the project, take a virtual tour, and take the community survey at the project website:

[lfplakefrontpark.com](http://lfplakefrontpark.com)



A new community space and park is coming to the city's lakefront.

**Virtual Community Workshop: Survey is now open!**

The community survey for the second Community Workshop is now open. The in-person meeting will take place Wednesday, DCG/WATERSHED | LAKE FOREST PARK LAKEFRONT

The second Community Workshop for the Lake Forest Park Lakefront Improvements Project is available in both in-person and virtual formats.

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Select Language

# Presentation of Design Options

## Parks and Recreation Advisory Board

- Jan 23, 2024, 2 hr in-person meeting (hybrid option)
- Presentation with interactive exercises
- Attended by all members of PRAB
- Summary of discussion included in PRAB notes
- PRAB came to consensus on preferred design February 28, recommendation memo sent to Council on March 6

## Community Workshop 2

- Feb 21, 2024, 2 hr in-person meeting
- Open house format with interactive exercises
- 87 participants signed in
- Data collection via online survey
  - Survey open 2/20 – 3/6/2024
  - 181 responses

# Presentation of Design Options

## PRAB Meeting

Jan 23, 2024, 2 hr in-person meeting (hybrid option)

Presentation with interactive exercises

Attended by all members of PRAB

Summary of discussion included in PRAB notes and posted to project website

PRAB recommendation provided to Council

### City of Lake Forest Park Parks & Recreation Advisory Board

## Memo

**To:** Lake Forest Park City Council  
**From:** Parks and Recreation Advisory Board  
**cc:** Cory Roche

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Section 5, Item D.



#### Details:

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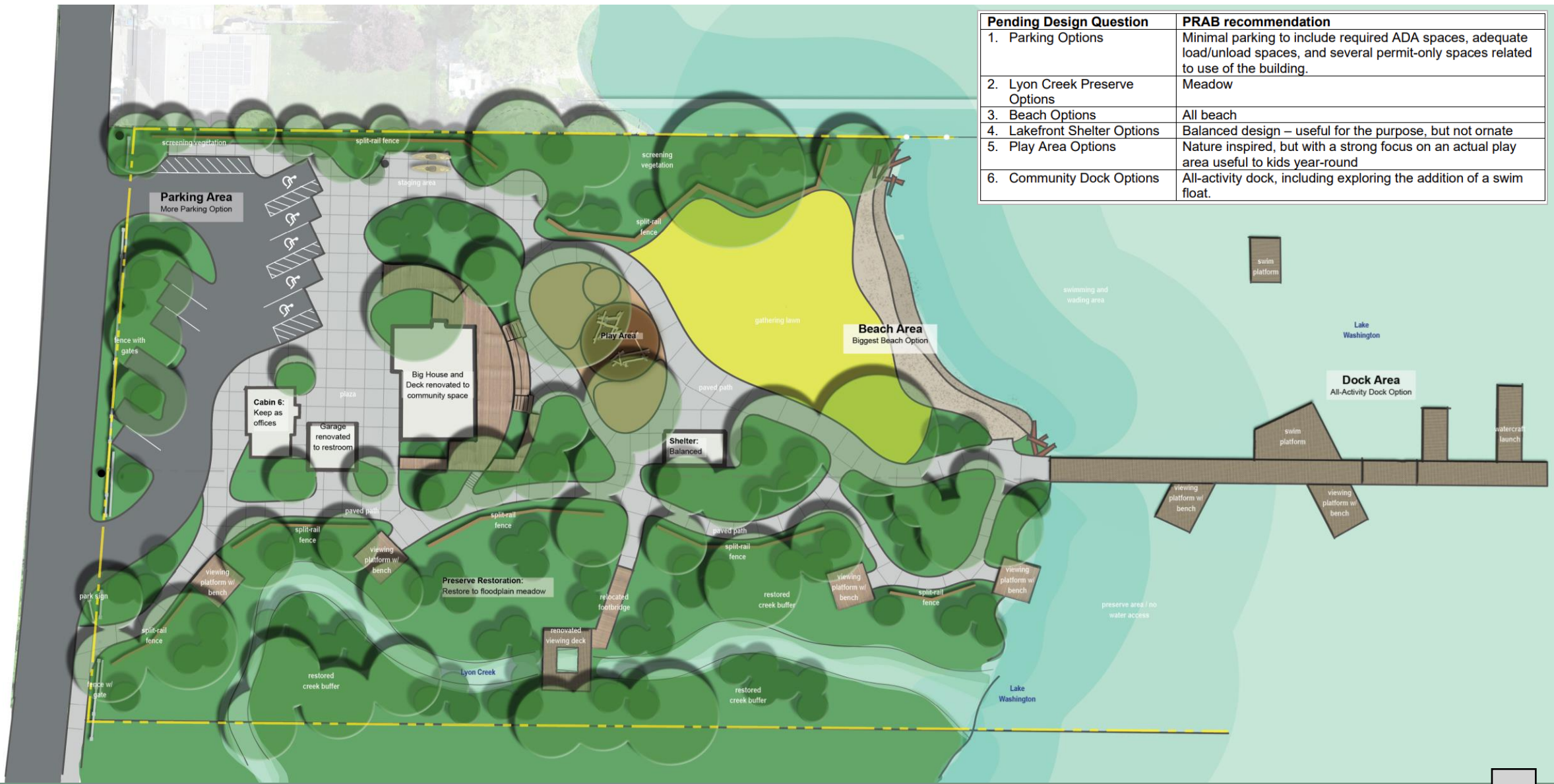
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Primary consideration is to do what is best for the health of the creek. Between the forested option and meadow option, we support both but have a preference for the meadow. Public opinion was evenly split on this question, but we believe the meadow option is an uncommon area in our parks and recreation spaces are more common. For purposes of variety, the PRAB recommends the meadow option. The community input also leaned in favor of the meadow option.

# Recommended design based on PRAB recommendation



# Presentation of Design Options

## Community Workshop 2

Feb 21, 2024, 2 hr in-person meeting

Open house format with interactive  
exercises

87 participants signed in, est. 100  
attendees

Great engagement with design team;  
good questions, ideas, and feedback

Data collection via online survey

Survey open 2/20 – 3/6/2024

181 responses



Section 5, Item D.

# Community Workshop 2 Survey Results

Community feedback and trends

Aligns with PRAB recommendation

## Polling on design options:

### More parking (60.7%), rather than minimum parking (39.3%).

- Load and unload zones are critical.
- Operational limitations should be used to influence parking behaviors, such as to discourage parking for Burke Gilman Trail and Civic Club.
- Encourage travel by biking, walking, and transit.
- Safety and logistics of crossing from City Hall to the park are a concern.

Aligns with PRAB recommendation

### Open planting is preferred (61.3%) to forested (38.7%).

- Planting and restoration in Lyon Creek Waterfront Preserve should be driven by environmental factors.
- Maintenance of planting is a key concern.

# Community Workshop 2 Survey Results

Community feedback and trends

Aligns with PRAB recommendation

## Polling on design options:

**A larger beach is preferred (60.8%) to a smaller beach with launch area (39.2%).**

- Many respondents commented on the value of a separate launch, the logistics of paddle crafts considering parking limitations, and the pros and cons of lawns.
- Some reduction of lawn is supported over what is shown in the design.

Aligns with PRAB recommendation

**A balanced picnic shelter design (48.9%) is preferred to a simple or showpiece design (41.4%, 9.7%, respectively).**

- Covered space and amenities like running water, seating, and electricity are desired.
- Art integration should be considered.

# Community Workshop 2 Survey Results

Community feedback and trends

Aligns with PRAB recommendation

## Polling on design options:

**Nature-inspired play (72.2%) over a natural materials play area (16.1%) or big timber play structure (11.7%).**

- A formal playground is a priority need among respondents.
- Play area should be as large as is feasible and appropriate for the area proposed.
- The play structure should feature many activities and serve all ages (younger and older kids) and all abilities (accessible play features).
- Other opportunities for nature play and engagement with nature should be incorporated throughout the park.

Aligns with PRAB recommendation

**Slight preference for the all-activity dock (51.2%) over the modest dock (48.8%), but the community is divided.**

- Community members are divided on the appropriateness of boats and fishing in the park.
- Several comments mentioned more specific delineation of the swimming area or containment of the swimming area.

# Community Workshop 2 Survey Results

Community feedback and trends

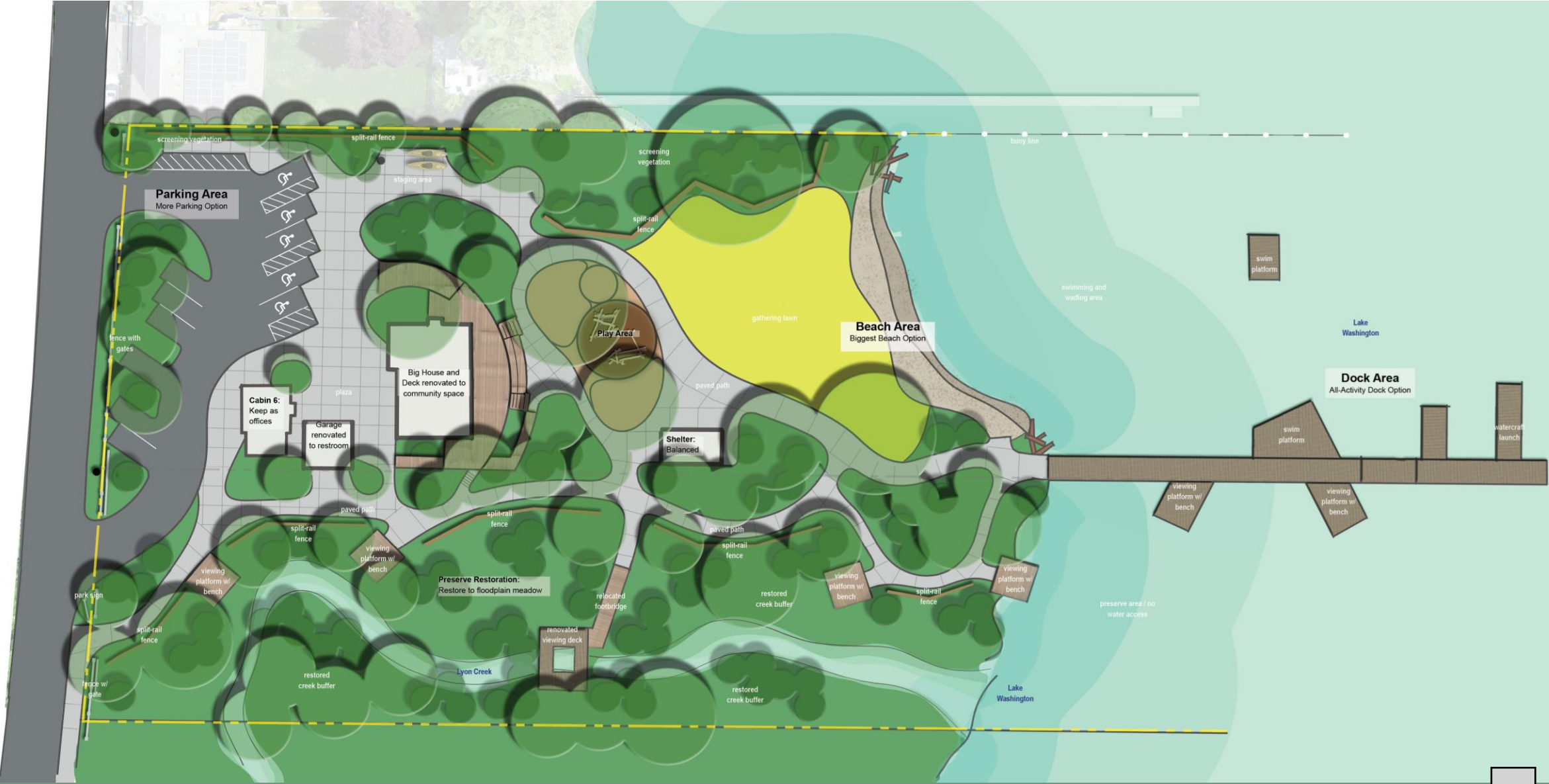
## Recurring themes from community feedback:

1. **Prioritize environmental protection, preservation, and restoration.**
2. **Provide a robust playground amenity** that includes multiple activities and serves a wide range of ages and abilities.
3. **Design to minimize maintenance and long-term operating costs.**
4. **Accommodate a wide array of recreational opportunities within the park.**
5. **Community members are concerned about parking capacity and logistics.** Many respondents advocated for no parking beyond required minimums, and many advocated for even more parking than is shown in the proposed designs. Parking lot should provide adequate unloading/drop-off areas no matter how much parking is provided.
6. **Cost is a concern.** Value and return on investment should be prioritized; maintenance and operational cost should be considered.

# Recommended design based on community poll

Aligns with PRAB recommendation

Section 5, Item D.



## Synthesis of Design Recommendations

Design options selected by the PRAB align with the community preferences gleaned from the survey.

Selected design options include both higher and lower cost options, but generally tend towards the middle.

Based on the early pricing exercise, a planning cost estimate for the recommended design is \$7.65M

Other feedback received from the community and PRAB will be integrated into the final design as the project moves forward.

Specifically, this feedback will inform:

- Design refinements
- Details and specifications
- Cost management

# Relative Costs

- Construction + burdened, escalated to 2026 dollars
- 20% cost contingency assumed
- Owner costs estimated at +40.2% of construction costs, includes design, engineering, jurisdictional and permit fees, sales tax, inspection, administration, owner contingency, and other items.
- Est. total cost with owner costs = \$10.7M (est. in 2026 dollars, includes consultant fees already billed in 2023/2024)
- Selected design will be repriced in Schematic Design (April)

**PRAB & Community  
\$7.65M Construction**

*Other efforts to advance the project, such as early works demolition, are also included in this cost*

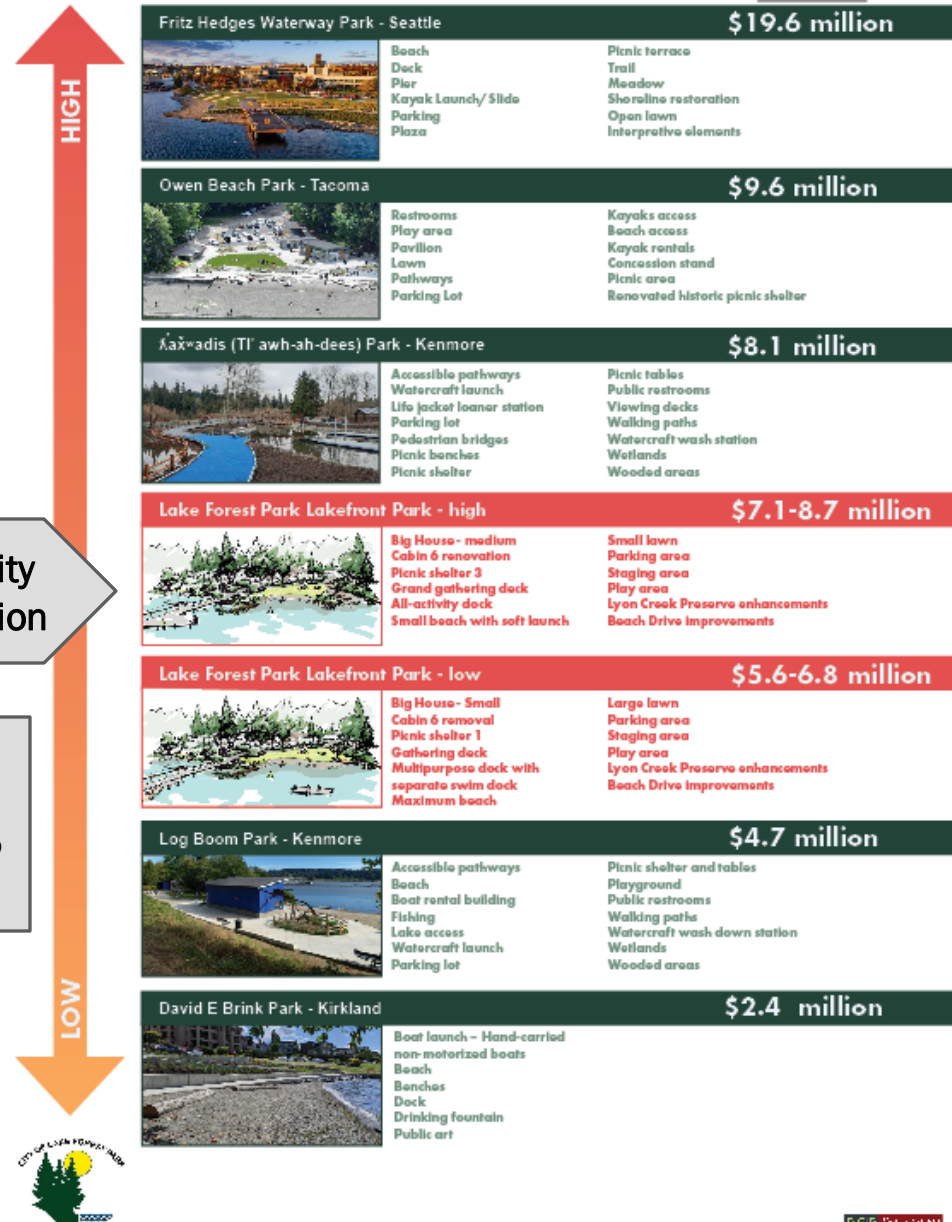


Table 1. Lakefront Park Regulatory Risk Summary

Project Components	Description/Location		Shoreline/Critical Area Constraints	LFP Regulatory Implications	State/Federal Regulations	Risk Summary
	Option 1	Option 2				
Early Demo	<ul style="list-style-type: none"> <li>Demolish Cabins 1-6.</li> <li>Retain masonry wall along eastern property line.</li> </ul>	<ul style="list-style-type: none"> <li>Demolish Cabins 1-5.</li> <li>Retain masonry wall along eastern property line.</li> </ul>	Partially within shoreline jurisdiction and overlapping stream/wetland buffers.	<ul style="list-style-type: none"> <li>Demolition of structures will be permitted.</li> <li>The side yard setback of 5' is to remain free of structures; however, the existing wall can remain and be repaired, but cannot be enlarged.</li> </ul>	N/A	Both options appear feasible, though the condition of the existing wall may dictate the ability to retain it.
Parking	<ul style="list-style-type: none"> <li>Create ingress/egress from Beach Dr NE.</li> <li>Create parking for approx. 15 vehicles, including 5 ADA Spaces in the northern portion of the site.</li> </ul>	<ul style="list-style-type: none"> <li>Create ingress/egress from Beach Dr NE</li> <li>Create approx. 5 ADA parking spaces with a drop-off/loading zone in the northern portion of the site.</li> </ul>	The majority of access/parking is located within shoreline jurisdiction and within overlapping stream/wetland buffers.	<ul style="list-style-type: none"> <li>Parking is permitted in both the UC and SR environments.</li> <li>Parking is to be limited to the minimum necessary.</li> <li>Structures must be setback at least 25' from the adjacent residential parcel*.</li> </ul>	N/A	It appears that parking areas have been positioned as far from the lake and stream/wetland, as feasible. City Planning should confirm whether parking spaces and/or the staging area/walkways can be placed within 25' of the adjacent residential parcel.
Preserve	<ul style="list-style-type: none"> <li>Preserve existing viewing platform.</li> <li>Relocate existing bridge over Lyon Creek.</li> <li>Add grated decking to the bridge and viewing platform.</li> <li>Reconfigure trails north of the stream.</li> <li>Remove trails south of the stream.</li> <li>Remove fence along north preserve boundary.</li> </ul>	<ul style="list-style-type: none"> <li>Same as Option 1.</li> </ul>	Partially within shoreline jurisdiction; fully within overlapping wetland/stream buffers.	<ul style="list-style-type: none"> <li>Stream crossings are permitted, and relocation of the existing bridge would be allowed.</li> <li>Trail reconfiguration in the UC environment will require a Shoreline CUP.</li> <li>Clearing and grading in the UC environment requires a Shoreline CUP.</li> <li>Grading within the floodplain must not result in an increase of fill.</li> </ul>	<ul style="list-style-type: none"> <li>WA Dept. of Fish and Wildlife approval will be needed for the proposed bridge relocation and/or any resurfacing of the bridge.</li> <li>Grading within the floodplain may require approval from FEMA.</li> </ul>	Proposed modifications to the Preserve appear feasible, though a Shoreline CUP will likely be required. This same permit was required for previous improvements to the Preserve and will also likely be necessary for implementation of some components within other areas of the park.
Big House	<ul style="list-style-type: none"> <li>Preserve and renovate the Big House.</li> <li>Renovate, and reduce the size of the existing garage structure to become a bathroom building.</li> </ul>	<ul style="list-style-type: none"> <li>Same as Option 1, except with a further reduced bathroom size.</li> </ul>	Fully within shoreline jurisdiction and overlapping wetland/stream buffers.	<ul style="list-style-type: none"> <li>Existing structures can be repaired.</li> <li>Expansion of structures can occur if nonconformities are not further increased.</li> <li>Wetland and stream buffer provisions likely allow added flexibility to expand existing structures and/or add new structures elsewhere within buffers.</li> <li>Utilities (accessory) require a Shoreline CUP in the UC environment.</li> <li>30' height limit in the UC and SR environments.</li> </ul>	N/A	Repair (or reduction in size) of existing structures would be straightforward. Expansion would only be allowed if it is determined that there is no option with less impact (Option 2 is less impactful) and that adequate mitigation is provided. City Planning should be consulted prior to detailed design.

Project Components	Description/Location		Shoreline/Critical Area Constraints	LFP Regulatory Implications	State/Federal Regulations	Risk Summary
	Option 1	Option 2				
Deck	<ul style="list-style-type: none"> <li>Renovate, and significantly expand, the deck adjacent to the Big House.</li> </ul>	<ul style="list-style-type: none"> <li>Renovate, and modestly expand, the deck adjacent to the Big House.</li> </ul>	Fully within shoreline jurisdiction and overlapping wetland/stream buffers.	<ul style="list-style-type: none"> <li>Existing structures can be repaired.</li> <li>Expansion of structures can occur if nonconformities are not further increased.</li> <li>Wetland and stream buffer provisions likely allow added flexibility to expand existing structures within buffers.</li> </ul>	N/A	Expansion would only be allowed if it is determined that there is no option with less impact (Option 2 is less impactful) and that adequate mitigation is provided. City Planning should be consulted prior to detailed design.
Staging & Play Area	<ul style="list-style-type: none"> <li>Create impervious pathways/areas and a nature-based play area within the central/eastern portion of the site.</li> </ul>	<ul style="list-style-type: none"> <li>Same as Option 1.</li> </ul>	Fully within shoreline jurisdiction and overlapping wetland/stream buffers. Partially within shoreline setback.	<ul style="list-style-type: none"> <li>Public access can be allowed within the shoreline setback.</li> <li>Impacts within the wetland/stream buffer can be allowed in some circumstances.</li> </ul>	N/A	Improvements would only be allowed if it is determined that there is no option with less impact and that adequate mitigation is provided. City Planning should be consulted prior to detailed design.
Shelter	<ul style="list-style-type: none"> <li>Renovate the existing enclosed cabin into an open-air picnic pavilion structure in the central portion of the site, using the same footprint as the existing structure.</li> <li>Impervious concrete paths and apron will be added around structure.</li> </ul>	<ul style="list-style-type: none"> <li>Renovate and either increase or decrease the footprint of the structure.</li> </ul>	Fully within shoreline jurisdiction and overlapping wetland/stream buffers. Outside of shoreline setback.	<ul style="list-style-type: none"> <li>Existing structures can be repaired.</li> <li>Expansion of structures can occur if nonconformities are not further increased.</li> <li>Wetland and stream buffer provisions likely allow added flexibility to expand existing structures and/or add new structures elsewhere within buffers.</li> <li>Utilities (accessory) require a Shoreline CUP in the UC environment.</li> <li>30' height limit in the UC and SR environments.</li> </ul>	N/A	Repair (or reduction in size) of existing structures would be straightforward. Expansion would only be allowed if it is determined that there is no option with less impact (part of Option 2 is less impactful) and that adequate mitigation is provided. City Planning should be consulted prior to detailed design.
Dock	<ul style="list-style-type: none"> <li>Remove both existing docks, construct one large dock near the middle of the site.</li> <li>Dock to include multiple ells for viewing/swimming access.</li> <li>The end of the dock will feature an ADA kayak launch.</li> <li>Viewing access will occur on the south side (preserve side) of the dock only.</li> <li>Water-based uses (swimming, personal watercraft launching, fishing will occur on the north side (non-Preserve side) of dock only.</li> </ul>	<ul style="list-style-type: none"> <li>Smaller dock with fewer ells, ADA kayak launch.</li> <li>Swim float located north of dock.</li> </ul>	Within Lake Washington.	<p><u>Dock:</u> Public docks are not well-envisioned by the SMP:</p> <ul style="list-style-type: none"> <li>Maximum size = 1,000 SF</li> <li>Maximum dock length = 120'</li> <li>Maximum walkway width = 4'</li> <li>All fingers/ells must be located more than 30' from the OHWM.</li> <li>Max. for first finger/ell = 26' x 6'</li> <li>Second finger maximum width of 2'.</li> <li>All piles must be 18' apart.</li> <li>All decking must be fully grated.</li> </ul> <p><u>Float:</u></p> <ul style="list-style-type: none"> <li>Recreational float requires a Shoreline CUP in both environments.</li> </ul>	<p>Required approvals:</p> <ul style="list-style-type: none"> <li>US Army Corps of Engineers (Corps) Section 10/404 approval, including Endangered Species Act review with the Federal Fisheries Services.</li> <li>WA Dept. of Ecology (Ecology) Section 401 approval.</li> <li>WA Dept. of Fish and Wildlife (WDFW) approved.</li> <li>The structure must be the minimum size necessary to</li> </ul>	The Alternative Design option may allow for the desired dock size/configuration, provided the proposed pier was not larger than the combined size of the two existing piers. Otherwise, a Shoreline Variance would be required in order to deviate from any of the dimensional standards.

Project Components	Description/Location		Shoreline/Critical Area Constraints	LFP Regulatory Implications	State/Federal Regulations	Risk Summary
	Option 1	Option 2				
				<ul style="list-style-type: none"> <li>Recreational float can be no greater than 100 SF in size.</li> <li>Maximum length of float is 20 feet.</li> </ul> <p><u>Kayak Launch:</u></p> <ul style="list-style-type: none"> <li>Kayak launch may require a Shoreline CUP.</li> </ul> <p>The City can approve an 'Alternative Design' for pier replacement projects. This allows for deviation from the dimensional standards above, provided that State/Federal approval is obtained and that the following standards are met:</p> <ul style="list-style-type: none"> <li>Max area = no larger than existing pier</li> <li>Max length = 120'</li> <li>Ells = max. 26' x 8'</li> <li>Max walkway width = 4' within 30' of OHWM, otherwise 6'</li> </ul>	<ul style="list-style-type: none"> <li>fulfil the project purpose.</li> <li>Grated decking will be required throughout the structure.</li> <li>Removal of existing docks may fully mitigate for new structure; however, additional mitigation may be required. This could take the form of native plantings along the shoreline, or possible payment of fees to the King Count Mitigation Reserves Program.</li> </ul>	
Beach	<ul style="list-style-type: none"> <li>Preserve Wetland A.</li> <li>Preserve existing beach within Wetland B and adjacent lawn area.</li> <li>Strategic log and boulder placement.</li> <li>Swimming buoy line extending along north property line</li> </ul>	<ul style="list-style-type: none"> <li>Option 1 with smaller beach area and unpaved launch for personal watercraft.</li> </ul>	<p>Fully within shoreline jurisdiction and overlapping wetland/stream buffers. Partially within shoreline setback.</p>	<ul style="list-style-type: none"> <li>Clearing and grading in the UC environment requires a Shoreline CUP.</li> <li>Fill waterward of the OHWM requires a Shoreline CUP.</li> <li>'Launching ramps' require a Shoreline CUP within the UC environment; they are prohibited within the SR environment.</li> <li>SMP states, "Swimming areas shall be separated from boat launch areas."</li> </ul>	<ul style="list-style-type: none"> <li>Any work below the OHWM will require approvals from the Corps, Ecology, and WDFW, as outlined above for the dock.</li> <li>Log and boulder placement must be designed to not constitute 'hardened' shoreline stabilization and cannot be placed within water depths of generally more than 1'.</li> </ul>	<p>Any unpaved launching area should be designed to not constitute a formal 'launching ramp'. Log and boulders should be strategically designed to constitute habitat features, rather than 'hardened' stabilization features.</p>

\*This provision stems from the City's land use code (Title 18), but Title 18 doesn't define a 'structure'. The City's SMP includes a definition for 'structure', as follows:

*A permanent or temporary edifice or building, or any piece of work artificially built or composed of parts joined together in some definite manner, whether installed on, above or below the surface of the ground or water, except for vessels.*



# Questions and Discussion

# Next steps

## Alternatives Analysis (January to March):

- Presentation of alternatives
- Refinement
- Selection and refinement of preferred design

## Milestones:

- *February 21 – Community Meeting 2 – Presentation of design alternatives - DONE*
- March 7 – City Council special meeting – Presentation of design alternatives, inc. PRAB and community feedback and preferences, preferred design selection
- March 25 – Committee of the Whole – Alternatives discussion, preferred design selection
- March 28 – City Council meeting – Preferred design selection
- March 31 (target) – Preferred design confirmed

# Next steps

## Schematic Design (March to June):

- Advance preferred design
- Preparation of schematic design package
  - Schematic design concepts
  - Schematic design report, including updated permitting and costs

## Milestones:

- April 23 – PRAB meeting 3 – Schematic design review
- May 1 – 2023 RCO funding application deadline
- May 9 – City Council working session – Presentation of schematic design package
- May 27 (target) – Delivery of schematic design package

*End of current phase 1 contract*

# Next steps

## Early Works Demolition (March to December 2024):

- Effort required to take advantage of RCO award for demolition activities
- Preparation of plans, specs, and estimates for selective deconstruction, salvage, and demolition
- Oversight of demolition activities

## Milestones:

- March 11 (target) – NTP
- May 3 (target) – Submit for local permit
- August/September – Bidding and award
- September/November – Construction completion
- ***November 30, 2024 – RCO award for demolition work expires***

# Next steps

## Design Development & Permit Submittal – *targeting NTP in June/July 2024*

- Contracting
- 30% design development
- Permitting

### Milestones:

- May 27 (target) – DD scope to City
- June – DD scope to Council
- Late September – Delivery of 30% DD package
- End of September 2024 – Submit for permits

# Next steps

**Construction Documentation & Permit Review** – *targeting September – December 2025*

**Bid Support and Coordination** – *targeting December 2025 – March 2026*

**Construction** – *target April – September 2026*

**Post Occupancy / Site Commissioning** – *estimated October 2026 – October 2027*

# Lake Forest Park Lakefront Improvements

Design, Engineering, Environmental, and Permitting

**D|C|G** WATERSHED

**CITY OF LAKE FOREST PARK**  
**CITY COUNCIL BUDGET AND FINANCE COMMITTEE MEETING MINUTES**  
**February 15, 2024**

It is noted that this meeting was held in person in City Council Chambers at City Hall and virtually via Zoom.

**Budget & Finance Committee members present:** Jon Lebo, Chair; Semra Riddle, Vice Chair, Paula Goode

**Budget & Finance Committee members absent:** none

**Councilmembers present:** Tracy Furutani, Larry Goldman, Ellyn Saunders (via Zoom)

**Councilmembers absent:** Lorri Bodi

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

**Others present:** no visitors

**CALL TO ORDER**

Chair Lebo called the February 15, 2024, City Council Budget and Finance Committee meeting to order at 6:00 p.m.

**ADOPTION OF AGENDA**

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

**CITIZEN COMMENTS**

There was no one in the audience wishing to speak.

**DIRECTOR'S REPORT**

**December 2023 Budget Monitoring Dashboard**

Finance Director Vaughn presented the December 2023 budget monitoring dashboard.

**Request for Possible Addition of a Part-Time Passport Clerk**

City Clerk McLean presented the item and responded to questions.

Director Vaughn also responded to questions.

**Cmbr. Riddle moved** to recommend to the City Council that staff bring forward a recommendation to add a part-time passport clerk. **Cmbr. Goode seconded. The motion to bring forward the staff recommendation carried unanimously.**

**Capital Improvement Projects Update**

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

City Administrator Hill also responded to questions.

**ADJOURNMENT**

There being no further business, Chair Lebo adjourned the meeting at 7:50 p.m.

\_\_\_\_\_  
Jon Lebo, Chair

\_\_\_\_\_  
Matt McLean, City Clerk

CITY OF LAKE FOREST PARK  
CITY COUNCIL REGULAR MEETING MINUTES  
February 22, 2024

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

**Councilmembers present:** Lorri Bodi, Deputy Mayor; Tracy Furutani, Council Vice Chair; Larry Goldman, Paula Goode, Jon Lebo (via Zoom), Semra Riddle

**Councilmembers absent:** Cmbr. Ellyn Saunders

**Staff present:** Tom French, Mayor; Phillip Hill, City Administrator; Kim Adams Pratt, City Attorney; Jennifer Grant, Municipal Judge; Mike Harden, Police Chief; Lindsey Vaughn, Finance Director; Jeff Perrigo, Public Works Director; Mark Hofman, Community Development Director; Matt McLean, City Clerk

**Others present:**15 visitors

**CALL TO ORDER**

Mayor French called the February 22, 2024 City Council regular meeting to order at 7:00 p.m.

**FLAG SALUTE**

Cmbr. Goldman led the Pledge of Allegiance.

**ADOPTION OF AGENDA**

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

**PUBLIC COMMENTS**

Mayor French invited comments from the audience. The following members of the audience shared comments with the Council:

- Sarah Phillips, LFP resident (invited Council to the Climate Action Committee book group)

There being no one else in the audience or online wishing to speak, Mayor French closed public comments.

1   **PROCLAMATION – Recognizing March as Women’s History Month**

2  
3   Deputy Mayor Bodi read a proclamation recognizing March as Women’s History Month.

4  
5   **PRESENTATION – Swearing In of New Lake Forest Park Police Officer Samantha Gouin**

6  
7   Police Chief Harden introduced Police Officer Samantha Gouin and Judge Grant administered  
8   the oath of office.

9  
10   **PRESENTATION – Promotion of Lake Forest Park Police Sergeant Jerome Walker**

11  
12   Chief Harden introduced Sergeant Jerome Walker and Judge Grant administered the oath of  
13   office.

14  
15   **PRESENTATION – Urban Forest Ecosystem Services and Values Report**

16  
17   Community Development Director Hofman introduced Kim Frappier and Sam Payne,  
18   DCG/Watershed, who gave a brief presentation regarding the Lake Forest Park Urban Forest  
19   Ecosystem Services and Values Report dated December 2023 and responded to questions. Tree  
20   Board Member Doug Sprugel also responded to questions.

21  
22   **PRESENTATION – Comprehensive Plan Periodic Update – Overview and Timeline**

23  
24   Community Development Director Hofman gave a brief presentation on the process for the  
25   Comprehensive Plan Periodic Update.

26  
27   **CONSENT CALENDAR**

28  
29       **Cmbr. Furutani moved** to approve the Consent Calendar as presented. **Cmbr. Goldman**  
30       **seconded. The motion to approve the Consent Calendar as presented carried**  
31       **unanimously.**

- 32  
33       1. February 8, 2024 City Council Work Session Minutes  
34       2. February 8, 2024 City Council Regular Meeting Minutes  
35       3. Approval of City Expenditures for the pre-paid Accounts Payable dated February 6, 2024  
36       Claims Fund Check No. 85946 in the amount of \$13,669.59; Accounts Payable dated  
37       February 22, 2024, Claims Fund Check Nos. 85947 through 86005, in the amount of  
38       \$300,553.70; additional approved ACH transactions WEX, \$434.85; US Bank, \$91,964.23;  
39       total approved Claims Fund Transactions \$406,622.37  
40       4. Consider Reappointments to the City’s Advisory Bodies: Planning Commission Position 9,  
41       Janne Kaje, reappointment for a first full term expiring February 28, 2027; Tree Board  
42       Position 6, Doug Sprugel, reappointment to a second full term expiring February 28,  
43       2027; Parks and Recreation Advisory Board Position 6, Joshua Rosenau, reappointment

- 1 for a first full term expiring February 28, 2027; and Parks and Recreation Advisory Board  
2 Position 7, Rechilda Allan, reappointment for a first full term expiring February 28, 2027  
3 5. Resolution 24-1944/Authorizing the Acceptance of an Interagency Agreement with the  
4 Washington Association of Sheriffs and Police Chiefs for Body-Worn Cameras  
5

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

7  
8 Councilmembers reported on meetings they attended.  
9

10 Mayor French gave a brief report on meetings and events he had attended.  
11

12 City Administrator Hill gave a brief report.  
13

14 **ADJOURNMENT**

15  
16 There being no further business, Mayor French adjourned the meeting at 8:45 p.m.  
17  
18

19 \_\_\_\_\_  
20 Tom French, Mayor  
21

22 \_\_\_\_\_  
23  
24 Matt McLean, City Clerk

City of Lake Forest Park  
SORTED TRANSACTION CHECK REGISTER  
03/07/2024

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, a Accounts Payable Dated 03/07/24 CLAIM FUND Check Nos. 86006 through 86034 in the amount of \$98,063.70, a 02/08/24 PAYROLL FUND ACH transactions in the amount of \$189,025.84 and DIRECT DEPOSIT transactions in the amount of \$197,630.24, and a 02/23/24 PAYROLL FUND ACH transactions in the amount of \$171,833.19 and DIRECT DEPOSIT transactions in the amount of \$184,593.44, are approved for payment this 7th day of March 2024.

**Additional approved transactions are:**  
ACH transaction Elavon in the amount of \$809.59

Total approved claim fund transactions: \$841,956.00

City Clerk

Mayor

Finance Committee



Accounts Payable

Checks by Date - Summary by Check Date

User: bwright  
Printed: 2/29/2024 2:02 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	ELAVON	Elavon	03/07/2024	809.59
86006	ASSBAG	Associated Bag Co.	03/07/2024	244.64
86007	AVOCETTE	Avocette Technologies Inc.	03/07/2024	1,156.25
86008	BENSONJ	Jayson Benson	03/07/2024	230.00
86009	LP-Bren	Brennan Heating & Air Conditioning	03/07/2024	80.00
86010	BROBEAR	Brown Bear Car Wash	03/07/2024	24.00
86011	SUNNYSID	City of Sunnyside	03/07/2024	3,884.28
86012	DATABAR	Databar	03/07/2024	2,153.47
86013	FRENCHT	Tom French	03/07/2024	936.21
86014	GALLS	Galls, LLC	03/07/2024	964.85
86015	GALTJ	John E. Galt	03/07/2024	21.25
86016	LP-High	High Point Gutter LLC	03/07/2024	80.00
86017	CONFIDAT	James Santerelli Enterprises	03/07/2024	106.00
86018	JOHNSONC	Johnson Controls	03/07/2024	6,535.96
86019	KCJAILWK	King County Finance	03/07/2024	9,682.60
86020	PUBSAFPS	LEPS-PSS, PLLC	03/07/2024	480.00
86021	LIBERSCA	Liberty Scanning. LLC	03/07/2024	1,766.67
86022	JURASSIC	Macfarlane Estep, Inc	03/07/2024	2,250.13
86023	OFFICEDE	Office Depot, Inc.	03/07/2024	172.08
86024	PACEENG	PACE Engineers, Inc.	03/07/2024	13,304.00
86025	PACAIRCO	Pacific Air Control, Inc.	03/07/2024	312.14
86026	PACOFFA	Pacific Office Automation	03/07/2024	469.66
86027	PENDLETO	Michael R. Pendleton	03/07/2024	370.00
86028	AUSTINPI	Austin Picinich	03/07/2024	440.00
86029	PSE	Puget Sound Energy	03/07/2024	189.48
86030	SCJALL	SCJ Alliance	03/07/2024	13,610.83
86031	SMHINC	Stewart MacNichols Harmell, Inc., P.S.	03/07/2024	10,000.00
86032	WATERSHE	The Watershed Company	03/07/2024	22,087.29
86033	WESTACE	Westlake Hardware WA-153	03/07/2024	1,653.91
86034	YAKTECH	Yakima County Technology Services	03/07/2024	4,858.00
Total for 3/7/2024:				98,873.29
Report Total (30 checks):				98,873.29

# Bank Reconciliation

## Checks by Date

User: bwright  
Printed: 02/29/2024 - 2:07PM  
Cleared and Not Cleared Checks



Section 6, Item C.

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	2/8/2024		DD 00508.02.2024	PR		197,630.24
Total Check Count:						1
Total Check Amount:						197,630.24



Accounts Payable

Checks by Date - Summary by Check Date

User: tandrus@cityoflfp.gov  
Printed: 2/21/2024 10:14 AM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	LEOFFTR	LEOFF TRUST	02/08/2024	1,676.71
ACH	NAVIA	Navia Benefit Solutions, Inc.	02/08/2024	983.30
ACH	NAVIAFSA	Navia - FSA	02/08/2024	323.34
ACH	PFLTRUST	LFP PFL Trust Account	02/08/2024	2,096.65
ACH	TEAMDR	National D.R.I.V.E.	02/08/2024	6.45
ACH	TXSDU	Texas State Disbursement Unit (SDU)	02/08/2024	1,015.76
ACH	WASUPREG	Washington State Support Registry	02/08/2024	180.00
ACH	Z401AL	Vantagepoint Transfer Agents-107084 ICM	02/08/2024	1,899.28
ACH	Z457	Vantagepoint Transfer Agents-304508 ICM	02/08/2024	7,105.29
ACH	ZAWC	AWC	02/08/2024	44,406.45
ACH	ZEMPSEC	Employment Security Dept.	02/08/2024	554.79
ACH	ZEMPWACA	Wa.Cares Tax	02/08/2024	918.97
ACH	ZGUILD	LFP Employee Guild	02/08/2024	975.00
ACH	ZICMA	Vantagepoint Transfer Agents-107084 ICM	02/08/2024	33,135.84
ACH	ZL&I	Washington State Department of Labor & I	02/08/2024	6,161.15
ACH	ZLEOFF	Law Enforcement Retirement	02/08/2024	14,953.91
ACH	ZLFPIRS	Lake Forest Park/IRS	02/08/2024	37,236.41
ACH	ZPERS	Public Employees Retirement	02/08/2024	25,887.09
ACH	ZTEAM	Teamsters Local Union #117	02/08/2024	226.61
ACH	ZWATWT	Washington Teamsters Welfare Trust	02/08/2024	9,282.84
Total for 2/8/2024:				189,025.84
Report Total (20 checks):				189,025.84

# Bank Reconciliation

## Checks by Date

User: bwright  
Printed: 02/29/2024 - 2:09PM  
Cleared and Not Cleared Checks



Section 6, Item C.

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	2/23/2024		DD 00523.02.2024	PR		184,593.44
Total Check Count:						1
Total Check Amount:						184,593.44



Accounts Payable

Checks by Date - Summary by Check Date

User: tandrus@cityoflfp.gov  
Printed: 2/28/2024 4:03 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	LEOFFTR	LEOFF TRUST	02/23/2024	37,081.29
ACH	NAVIA	Navia Benefit Solutions, Inc.	02/23/2024	722.09
ACH	NAVIAFSA	Navia - FSA	02/23/2024	323.34
ACH	PFLTRUST	LFP PFL Trust Account	02/23/2024	2,001.76
ACH	TEAMDR	National D.R.I.V.E.	02/23/2024	6.45
ACH	TXSDU	Texas State Disbursement Unit (SDU)	02/23/2024	1,015.76
ACH	WASUPREG	Washington State Support Registry	02/23/2024	180.00
ACH	Z401AL	Vantagepoint Transfer Agents-107084 ICM	02/23/2024	1,951.24
ACH	Z457	Vantagepoint Transfer Agents-304508 ICM	02/23/2024	8,378.58
ACH	ZAWC	AWC	02/23/2024	1,546.88
ACH	ZEMPSEC	Employment Security Dept.	02/23/2024	541.12
ACH	ZEMPWACA	Wa.Cares Tax	02/23/2024	842.52
ACH	ZGUILD	LFP Employee Guild	02/23/2024	975.00
ACH	ZICMA	Vantagepoint Transfer Agents-107084 ICM	02/23/2024	33,171.30
ACH	ZL&I	Washington State Department of Labor & I	02/23/2024	6,388.07
ACH	ZLEOFF	Law Enforcement Retirement	02/23/2024	15,287.11
ACH	ZLFPIRS	Lake Forest Park/IRS	02/23/2024	35,150.44
ACH	ZPERS	Public Employees Retirement	02/23/2024	25,599.27
ACH	ZTEAM	Teamsters Local Union #117	02/23/2024	226.61
ACH	ZWATWT	Washington Teamsters Welfare Trust	02/23/2024	444.36
Total for 2/23/2024:				171,833.19
Report Total (20 checks):				171,833.19



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	March 7, 2024
Originating Department	Police
Contact Person	Mike Harden, Chief
Title	Resolution 24-1945/Authorizing the Mayor to accept the Department of Commerce Pursuit Technology Grant

Legislative History

- First PresentationJanuary 25, 2024 - Regular Meeting
- Second PresentationMarch 7, 2024 – Special Meeting

Attachments:

- Resolution 24-1945
- Department of Commerce Pursuit Technology Grant RFP S24-34444-001
- Department of Commerce Notification to Apparent Successful Contractors
- Interagency Agreement with Commerce through Law Enforcement Vehicle Pursuit Technology Grant Program

Executive Summary

The city has been awarded a grant by the Department of Commerce in the amount of \$49,641.95 to equip five Police Department patrol vehicles with StarChase® brand GPS tracking hardware.

The funds provided by this grant will allow the Police Department to equip its vehicles and officers with new pursuit de-escalation technologies capable of tracking fleeing vehicles using GPS technology.

This grant is effective from the date of execution through June 30, 2024 and is on a reimbursement basis.

Background

RCW 10.116.060, enacted in 2021 and amended in 2023, greatly regulates when vehicle pursuits are allowed by law enforcement. The intention behind this legislation was to increase safety for the public, involved officers, and involved subject drivers.

However, an unfortunate and unintended outcome of this legislation developed, resulting in countless law-defiant individuals fleeing from officers in situations where officers were either unable to pursue or exercised discretion and opted not to pursue. This outcome leaves victims with no one to answer for their victimization and criminals emboldened to continue their lawless lifestyle.

This technology will assist in mitigating the dangers involved with vehicle pursuits while increasing the success rates of recovering stolen property and holding accountable those who commit these crimes.

Fiscal & Policy Implications

Acceptance of this grant would support the Police Department’s Mission and Operations Plan by seeking innovative policing methods to make Lake Forest Park one of the safest cities in the region.

Alternatives

Options	Results
<ul style="list-style-type: none"><li>Authorize the mayor to accept the grant on behalf of the City/Police Department.</li></ul>	The Police Department receives this innovative tool to support its mission and comply with state law.
<ul style="list-style-type: none"><li>Do not accept the grant.</li></ul>	The Police Department is unable to procure this equipment.

Staff Recommendation

Approve Resolution 24-1945 accepting the Department of Commerce Pursuit Technology Grant for \$49,641.95 and authorizing execution of the Interagency agreement.

RESOLUTION NO. 24-1945

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING EXECUTION OF THE GRANT AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF COMMERCE FOR THE ACQUISITION OF NEW POLICE PURSUIT TECHNOLOGY EQUIPMENT

**WHEREAS**, legislation was enacted in 2021 and 2023 regulating when law enforcement officers can engage in vehicle pursuits; and

**WHEREAS**, an unintended consequence of this legislation is a significant increase in property crimes and emboldened criminal behaviors that endanger the public; and

**WHEREAS**, the Department of Commerce has awarded the City/Police Department a grant of \$49,641.95 to equip Police patrol vehicles with pursuit de-escalation technology and to train Police staff in the use of the technology; and

**WHEREAS**, the use of this technology will contribute greatly to mitigating the dangers involved with vehicle pursuits, while increasing the success rates of recovering stolen property and holding accountable those who commit these crimes.

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

Section 1. AUTHORIZATION. The City Council authorized the execution of the Interagency Agreement with Commerce through Law Enforcement Vehicle Pursuit Technology Grant Program in substantially the form attached hereto as **Exhibit A**.

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

**PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City Council this 7th day of March, 2024.

APPROVED:

\_\_\_\_\_  
Tom French, Mayor

ATTEST/AUTHENTICATED:

---

Matt McLean  
City Clerk

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



**STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE**

**REQUEST FOR PROPOSALS (RFP)**

**RFP NO. S24-34444-001**

*REVISIONS TO THE RFP. In the event it becomes necessary to revise any part of this RFP, amendments will be posted on the Commerce website at [Contracting with Commerce - Washington Department of Commerce](#). For this purpose, the published questions and answers and any other pertinent information shall be provided as an addendum to the RFP and will be placed on the website. Interested applicants are responsible for checking the website for any amendments prior to submitting an application. COMMERCE reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.*

*QUESTIONS. Questions about this RFP must be submitted to the RFP Coordinator via email or using the "Contact Admin" link under the help tab in ZoomGrants. Questions must be submitted between September 15, 2023 and October 4, 2023 at 5:00 p.m. Pacific Time. COMMERCE will post answers on the Commerce website at [Contracting with Commerce - Washington Department of Commerce](#) on Fridays with a final Q&A document to be posted no later than October 6, 2023 at 5:00 p.m. Pacific Time. For this purpose, the published questions and answers shall be provided as an addendum to the RFP.*

**PROJECT TITLE: Law Enforcement Pursuit Technology Grant Program**

**PRE-APPLICATION AND LETTER OF SUBMITTAL DUE: Sunday, October 15, 2023 at 11:59 p.m. Pacific Time, Olympia, WA**

- *Pre-Application must be submitted and approved in ZoomGrants prior to proceeding to the rest of the proposal.*

**PROPOSAL DUE: Sunday, October 29, 2023 at 11:59 p.m., Pacific Time, Olympia, WA**

- *Proposals must be submitted in full via ZoomGrants, any proposals that do not adhere to submitting requirements will be deemed non-responsive and will **not** be evaluated.*

**ESTIMATED TIME PERIOD FOR CONTRACT: December 1, 2023 – June 30, 2024**

- *There will be another RFP posted prior to June 30, 2024 for the next fiscal year (July 1, 2024 - June 30, 2025). Agencies may apply for both postings, however, applicants who do not receive funding during this first posting will be prioritized next round if another proposal is submitted from that agency.*

**PROPOSER ELIGIBILITY:** This RFP is open to those law enforcement agencies which satisfy the minimum qualifications stated herein.



**CONTENTS OF THE REQUEST FOR PROPOSALS:**

1. Introduction
2. General Information for Proposers
3. Proposal Contents
4. Evaluation and Award
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1. INTRODUCTION

1.1 PURPOSE AND BACKGROUND

The Washington Department of Commerce, hereafter called "COMMERCE," is initiating this Request for Proposals (RFP) to solicit Proposals from those qualified and interested in participating in a project to provide law enforcement with modern vehicle pursuit management technology, including, but not limited to, global positioning system tracking equipment, automated license plate reading technology, aircraft, and nonarmed and nonarmored drone technology.

COMMERCE intends to award multiple contracts to provide the services described in this RFP.

1.2 OBJECTIVES AND SCOPE OF WORK

Proposals must include a request for specific vehicle pursuit technology, and detailed budget, which should include training of that technology, and a specific plan for the implementation, use, and effectiveness reporting of that technology.

Each proposal shall include a plan to establish new or enhance existing data-sharing and management policies including policies related to sharing data between law enforcement agencies and third parties. Established and enhanced policies shall be updated to include the new vehicle pursuit technology and ensure all personnel who operate the vehicle pursuit technology, or access the vehicle pursuit technology data, are trained to use that technology and are able to comply with the data-sharing and management policies prior to the operational use of the vehicle pursuit technology.

1.3 MINIMUM QUALIFICATIONS

Minimum qualifications include:

- Must be a law enforcement agency, as defined in RCW 10.116.010(1), or consortium of law enforcement agencies.

Proposals that do not clearly meet or exceed all minimum qualifications listed above are non-responsive and will not be evaluated.

1.4 FUNDING

COMMERCE has budgeted an amount not to exceed \$1,400,000 in total for this RFP. To distribute the funding broadly throughout Washington, maximum amounts for each Proposal were identified based on agency size as follows:

Agency Size	Max Amount
1 to 50 Peace Officers	\$50,000
50 to 100 Peace Officers	\$100,000
100 to 150 Peace Officers	\$150,000
150 to 200 Peace Officers	\$200,000
200+ Peace Officers	\$250,000

If an agency collaborates with other agencies to submit a single Proposal for vehicle pursuit technology to be used by multiple agencies, they are eligible to apply for the maximum amount according to the table above utilizing the total of combined peace officers of all participating agencies. Agencies may apply for any amount equal to or under the maximum amount according to agency size. Proposals in excess of these amounts will be considered non-responsive and will not be evaluated.

As part of funding decisions, COMMERCE will also consider the following when making awards: geography and urban/rural distribution; and applicants' history of performance, failure to meet deadlines, spending, and compliance with requirements from previous and current contracts with Commerce.

Any contract awarded as a result of this RFP is contingent upon the availability of funding.

### 1.5 MANDATORY AWARD TO SMALL OR VETERAN-OWNED BUSINESS

As of April 1, 2023, COMMERCE is required to award competitively procured service contracts with an initial value less than \$150,000 to the highest-ranked responsive and responsible Small or Veteran-Owned Business, unless there was no responsive and responsible Proposal from a Small or Veteran-Owned Business. Any ties may be resolved by virtual presentations, the results of reference checks, or other means. This does not apply to this RFP because this is pass-through funding for law enforcement agencies, in which for-profit entities are not eligible.

### 1.6 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about December 1, 2023 and to end on June 30, 2024. Amendments extending the period of performance, if any, shall be at the sole discretion of COMMERCE.

COMMERCE reserves the right to extend the contract for two one-year periods.

### 1.7 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington (RCW). Proposers are encouraged to familiarize themselves with the requirements prior to submitting a Proposal that includes current or former state employees.

### 1.8 DEFINITIONS

Definitions for the purposes of this RFP include:

**Apparent Successful Contractor/Bidder/Vendor/Grantee/Awardee:** The Proposer selected to perform the anticipated services, subject to successful completion of contract negotiations and execution of a written contract.

**COMMERCE or AGENCY:** The Department of Commerce is the agency of the state of Washington that is issuing this RFP.

**Contract:** A written, legally binding agreement to perform the services proposed, also called a Grant or Interagency Agreement.

**Contractor:** Individual or organization whose Proposal has been accepted by COMMERCE and is awarded a fully executed, written contract. Also called Grantee, Awardee, Recipient, or Vendor.

**Exhibit:** Document attached to this RFP, also referred to as Attachment.

**Law Enforcement Agency:** For purposes of this RFP, "law enforcement agency" shall have the meaning set forth in RCW 10.116.010(1).

**Peace Officer:** For purposes of this RFP, "peace officer" shall have the meaning set forth in RCW 10.116.010(2).

**Proposal:** A formal offer submitted in response to this Request for Proposals.

**Proposer:** Individual, firm, organization, company, or other entity or group of entities that submits a Proposal to attain a contract with COMMERCE.

**Request for Proposals (RFP):** Formal procurement or solicitation document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the Proposer community to suggest various approaches to meet the need at or below a given funding level.

**Small business:** An in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that: (a) Certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either: (i) Fifty or fewer employees; or (ii) A gross revenue of less than seven million dollars annually as reported on its federal income tax return or its return filed with the Department of Revenue over the previous three consecutive years; or (b) Is certified with the Office of Women and Minority Business Enterprises under chapter 39.19 RCW.

**Veteran-owned business:** A business certified by the Washington Department of Veteran Affairs.

## 1.9 ADA

COMMERCE complies with the Americans with Disabilities Act (ADA). Proposers may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

## 2. GENERAL INFORMATION FOR PROPOSERS

### 2.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact in COMMERCE for this RFP. All communication between the Proposer and COMMERCE upon release of this RFP shall be with the RFP Coordinator, as follows:

Name	Kaitlin Jones
E-Mail Address	<a href="mailto:Kaitlin.jones@commerce.wa.gov">Kaitlin.jones@commerce.wa.gov</a>

Any other communication will be considered unofficial and non-binding on COMMERCE. Proposers are to rely only on written statements issued by the RFP Coordinator. **Communication directed to parties other than the RFP Coordinator may result in disqualification of the Proposer.**

### 2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	9/15/2023
Question & answer period	9/15/2023 – 10/4/2023
Pre-Proposal Conference	10/4/2023
Answers to Q&A posted no later than	10/6/2023
<b>Pre-Application and Letter of Submittal due</b>	10/15/2023
<b>Proposals due</b>	10/29/2023
Evaluate proposals	10/30/2023 – 11/10/2023
Conduct virtual presentations with finalists, if required	11/13/2023
Announce “Apparent Successful Contractors” and send notification via e-mail to unsuccessful Proposers	11/13/2023-11/17/2023
Hold debriefing conferences (if requested)	11/17/2023-11/30/2023
Negotiate contracts	11/17/2023-11/30/2023
Earliest date contracts may be signed	12/1/2023

COMMERCE reserves the right to revise the above schedule.

## 2.3 QUESTION AND ANSWER PERIOD

COMMERCE will accept questions about this RFP sent to the RFP Coordinator at the email address listed in Section 2.1 during this period. Questions should not identify the submitting person or organization. COMMERCE will answer all questions in a Q&A document posted no later than the date identified in Section 2.2.

## 2.4 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on **Wednesday, October 4, 2023 at 10:30 a.m.**, Pacific Time. The pre-proposal conference will be virtual only, Zoom at the following link: <https://wastatecommerce.zoom.us/j/88638138850?pwd=VEVZT1hhVkNxL1V3Q28wSEpqRIEzQT09>. All prospective Proposers are encouraged attend; however, attendance is not mandatory.

COMMERCE will be bound only to COMMERCE written answers to questions. Questions arising at the pre-proposal conference will be documented and answered in written form. A copy of the questions and answers will be sent to each prospective Proposer that has requested the RFP Coordinator to send them RFP addenda.

## 2.5 PRE-APPLICATION REQUIRED

Within ZoomGrants the proposer must complete and submit a Pre-Application. The Pre-Application includes a series of questions to ensure minimum qualifications are met, and includes a document upload feature to include the LETTER OF SUBMITTAL which is mandatory and specified in Section 3.1. The ZoomGrants pre-application section must be submitted by the date specified in Section 2.2.

The RFP Coordinator will approve pre-applications within two business days. The pre-application must be approved by the RFP Coordinator **prior** to proceeding to the application questions section of the proposal on ZoomGrants, which includes the bulk of the proposal. **Proposals received by those who did not timely submit their pre-application which includes their letter of submittal, will be disqualified.**

## 2.6 SUBMISSION OF PROPOSALS

### ELECTRONIC PROPOSALS:

The proposal must be **submitted within ZoomGrants** no later than **11:59 p.m., Pacific Time, on Sunday, October 29, 2023.**

Proposals must be filled out and submitted through the following link using the ZoomGrants system: <https://www.zoomgrants.com/zgf/letech>. This link will bring the Proposer directly to the application page. If the Proposer already has a ZoomGrants account, the Proposer should log in and follow the instructions. If the Proposer is a new user, the Proposer should complete the required information for a new ZoomGrants account to create a profile. Any issues with creating an account use the "Ask ZoomGrants" link in the help menu and they will assist.

Proposals may not be transmitted using facsimile transmission or via email.

Proposers should allow sufficient time to ensure timely receipt of the proposal by the RFP Coordinator. Late proposals will not be accepted and will be automatically disqualified from further consideration. Exceptions will not be made for partial submissions. Requests for deadline extensions will not be granted. All Proposals and any accompanying documentation become the property of COMMERCE and will not be returned.

## 2.7 PROPRIETARY INFORMATION AND PUBLIC DISCLOSURE

Proposals submitted in response to this RFP shall become the property of COMMERCE. All Proposals received shall remain confidential until the Apparent Successful Contractor is announced; thereafter, all Proposals are subject to disclosure as provided for in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the proposal that the Proposer desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Proposer is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Proposer has marked as "Proprietary Information," COMMERCE will notify the Proposer of the request and of the date that the records will be released to the requester unless the Proposer obtains a court order enjoining that disclosure. If the Proposer fails to obtain the court order enjoining disclosure, COMMERCE will release the requested information on the date specified. If a Proposer obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, COMMERCE shall maintain the confidentiality of the Proposer's information per the court order.

A charge will be made for copying and shipping as allowed by law. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

## **2.8 REVISIONS TO THE RFP**

In the event it becomes necessary to revise any part of this RFP, addenda will be posted in the document library within ZoomGrants, additionally an email will be sent out to organizations who have created a pre-application. For this purpose, the published questions and answers and any other pertinent information shall be provided as an addendum to the RFP and will be placed on the website. Such addenda will also be published anywhere the RFP is posted, including on COMMERCE'S public webpage, located at <http://www.commerce.wa.gov/serving-communities/current-opportunities/>.

COMMERCE also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

## **2.9 DIVERSE BUSINESS INCLUSION PLAN**

Proposers are required to submit a Diverse Business Inclusion Plan with their Proposal describing in good faith their aspirational goals for subcontractor types. In accordance with legislative findings and policies set forth in RCW 39.19, the state of Washington encourages participation in all contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE), set forth in RCW 43.60A.200 for firms certified by the Washington State Department of Veterans Affairs, and set forth in RCW 39.26.005 for firms that are Washington Small Businesses. No minimum level of minority- or women-owned business, Washington Small Businesses, or Washington State certified Veteran Business participation is required as a condition for receiving an award. Any affirmative action requirements set forth in any federal governmental rules included or referenced in the contract documents will apply.

COMMERCE has the following agency goals:

- 10% participation by Minority Owned Business
- 6% participation by Women Owned Business
- 5% participation by Veteran Owned Business
- 5% participation by Small Businesses

## **2.10 ACCEPTANCE PERIOD**

Proposals must provide 60 days for acceptance by COMMERCE from the due date for receipt of proposals.

## **2.11 COMPLAINT PROCESS**

Potential Proposers may submit a complaint to COMMERCE based on any of following:

- a) The solicitation unnecessarily restricts competition;
- b) The solicitation evaluation or scoring process is unfair; or
- c) The solicitation requirements are inadequate or insufficient to prepare a response.

A complaint may be submitted to COMMERCE at any time prior to 5 days before the proposal response deadline. The complaint must meet the following requirements:

- a) The complaint must be in writing;
- b) The complaint must be sent to the RFP coordinator in a timely manner;
- c) The complaint should clearly articulate the basis for the complaint; and
- d) The complaint should include a proposed remedy.

The RFP coordinator will respond to the complaint in writing. The Director of COMMERCE will be notified of all complaints and will be provided a copy of COMMERCE'S response. The complaint may not be raised again during the protest period. COMMERCE'S action or inaction in response to the complaint is final. There is no appeal process.

## **2.12 RESPONSIVENESS**

All Proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Proposer is specifically notified that failure to comply with any part of this RFP may result in disqualification of the Proposal as incomplete and/or non-responsive.

Disqualified Proposers will be notified at or about the time of disqualification.

Disqualified Proposers will be informed of the reason for disqualification.

COMMERCE reserves the right at its sole discretion to waive minor administrative irregularities.

## **2.13 MOST FAVORABLE TERMS**

COMMERCE reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Proposer can propose. There will be no best and final offer procedure. COMMERCE reserves the right to contact a Proposer for clarification of its Proposal.

The Apparent Successful Contractor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some, or all, of the Proposer's Proposal. The Proposal will become a part of the official procurement file on this matter without obligation to COMMERCE.

## **2.14 CONTRACT GENERAL TERMS & CONDITIONS**

The Apparent Successful Contractor will be expected to enter into a contract which is substantially the same as the example contract and its general terms and conditions attached as Exhibit C. This sample contract is for information and review only and should not be returned with your Proposal. In no event is a Proposer to submit its own standard contract terms and conditions in response to this RFP. All proposed edits to the contract terms and conditions must be submitted as an attachment to dit A, Certifications and Assurances form. COMMERCE will review requested edits and accept or reject the same at its sole discretion.

## **2.15 COSTS TO PROPOSE**

COMMERCE will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, travel to or conduct of a presentation, or any other activities related to responding to this RFP.

## **2.16 NO OBLIGATION TO CONTRACT**

This RFP does not obligate the state of Washington or COMMERCE to contract for services specified herein.

#### **2.17 REJECTION OF PROPOSALS**

COMMERCE reserves the right at its sole discretion to reject any and all Proposals received without penalty and not to issue a contract as a result of this RFP.

#### **2.18 COMMITMENT OF FUNDS**

The Director of COMMERCE or delegate is the only individual who may legally commit COMMERCE to the expenditures of funds for a contract resulting from this RFP. No services may begin and no cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

#### **2.19 ELECTRONIC PAYMENT**

The state of Washington prefers to utilize electronic payment in its transactions. The successful Contractor must have or obtain a Statewide Vendor Number (SWV) from the Office of Financial Management to be paid by COMMERCE. For more information, visit: [www.ofm.wa.gov](http://www.ofm.wa.gov).

#### **2.20 INSURANCE COVERAGE**

The Contractor is to furnish COMMERCE with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth within the contract if requested.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and, if requested, a copy shall be forwarded to COMMERCE within fifteen (15) days of the contract effective date. Standard insurance requirements are included within the example contract and its special terms and conditions attached as Exhibit C.

### 3. PROPOSAL CONTENTS

#### ELECTRONIC PROPOSALS:

Proposals must be written in English and submitted electronically within ZoomGrants and must include the following:

1. Letter of Submittal
2. Certifications and Assurances (Exhibit A to this RFP)
3. Technical Proposal
4. Cost Proposal
5. Workers' Rights Certification (Exhibit B to this RFP)

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal, but should also assist the Proposer in preparing a thorough response.

**Items marked "mandatory" must be included as part of the Proposal to be considered responsive, however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.**

#### 3.1 LETTER OF SUBMITTAL (MANDATORY)

**The Letter of Submittal must be signed and dated** by a person authorized to legally bind the Proposer to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.

Along with introductory remarks, the Letter of Submittal must include the following information about the Proposer and any proposed subcontractors:

- A. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
- B. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
- C. Legal status of the Proposer (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- D. Federal Employer Tax Identification number or Social Security number **and** the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the Proposer does not have a UBI number, the Proposer must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.
- E. Location from which the Proposer would operate.
- F. Identify any state employees or former state employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Proposer's organization. If following a review of this information COMMERCE determines that a conflict of interest exists, the Proposer may be disqualified from further consideration.

#### 3.2 CERTIFICATIONS AND ASSURANCES (MANDATORY)

**The Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated** by a person authorized to legally bind the Proposer to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Proposers wishing to submit any proposed contract edits must indicate so on this form (see Section 2.14).

### 3.3 TECHNICAL PROPOSAL (SCORED)

The Technical Proposal must contain a comprehensive description of services including the following elements:

- A. Project Approach/Methodology:** Include a complete description of the Proposer's proposed approach and methodology for the project. This section should convey Proposer's full understanding of the proposed project.
1. A demonstration that there is a need for pursuit technology equipment and that such is necessary for the operation of the law enforcement agency and protection of public safety.
  2. A description of the type and quantity of equipment/technology to be acquired under this RFP and to be made available for deployment within each agency or agencies covered by the Proposal, and to whom and where the equipment will be distributed and will be used.
  3. Identification of who, from whom, when and by what medium of instruction peace officers with access to equipment acquired under this RFP will receive training on the use of such equipment prior to its use.
  4. Include a specific plan for the implementation, use, and effectiveness reporting of acquired technology.
  5. Include a plan to establish or enhance data-sharing and management policies including policies related to sharing data between law enforcement agencies and other third parties. Established and enhanced policies shall be updated to include new technologies and ensure all personnel who operate the vehicle pursuit technology, or access the vehicle pursuit technology data, are trained to use that technology and are able to comply with the data-sharing and management policies prior to the operational use of the vehicle pursuit technology.
- B. Work Plan:** Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Proposer's knowledge of the subjects and skills necessary to successfully complete the project. This section of the technical proposal must include a description of the proposed procurement and distribution of equipment, as well as the training to be given on the equipment acquired. Identify any work to be completed by subcontractors but do not select subcontractors until all relevant requirements have been reviewed, including the Code of Federal Regulations if applicable.
- C. Project Schedule:** Include a project schedule indicating when the elements of the work will be completed. Project schedule must ensure that any deliverables requested are met.
- D. Outcomes and Performance Measurement:** Describe the impacts and outcomes the Proposer will achieve, including how these impacts and outcomes will be monitored, measured and reported to COMMERCE.
- E. Risks:** The Proposer must identify potential risks that are considered significant to the success of the project in sufficient detail to convey to members of the evaluation team the Proposer's ability correctly assess and manage risk. Include how the Proposer will effectively monitor and manage these risks, including timely reporting of risks to COMMERCE.
- F. Deliverables:** Fully describe deliverables to be submitted under the proposed contract. Deliverables must support the purpose of this RFP described in Section 1.1 and met the requirements set forth in Section 1.2.

**G. Related Information (MANDATORY)**

1. If the Proposer or any known subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
2. If the Proposer's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
3. If the Proposer has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Proposer's position on the matter. COMMERCE will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Proposer in the past five years, so indicate.

**H. OMWBE and WDVA Certification (OPTIONAL AND NOT SCORED)**

Include proof of certification issued by the Washington Office of Minority and Women's Business Enterprises (OMWBE) or Washington Department of Veteran Affairs (WDVA) if certified small, minority-, women-, or veteran-owned business(es) will be participating on this project in any capacity. For more information please see Sections 1.5 and 2.9, and visit: [www.omwbe.wa.gov](http://www.omwbe.wa.gov) or [www.wdva.wa.gov](http://www.wdva.wa.gov).

**3.4 COST PROPOSAL (SCORED)**

The total amount proposed must not exceed the amount specified in Section 1.4 to be considered responsive to this RFP.

The evaluation process is designed to award this procurement not necessarily to the Proposer of least cost, but rather to the Proposer whose Proposal best meets the requirements of this RFP. However, Proposers are encouraged to submit Proposals which are consistent with state government efforts to conserve resources.

**Identification of Costs (SCORED)**

Identify all costs in U.S. dollars including expenses to be charged for performing the services necessary to accomplish the objectives of the contract.

The Proposer is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Proposers are required to collect and pay Washington state sales and use taxes if applicable.

Must include a detailed budget including all specific vehicle pursuit technology, how many peace officers this technology will be available for and all training costs.

Costs for work to be completed by subcontractors are to be broken out separately.

4. EVALUATION AND CONTRACT AWARD

4.1 EVALUATION PROCEDURE

Responsive Proposals will be evaluated strictly in accordance with the requirements stated in this RFP and any addenda issued. The evaluation of Proposals will be accomplished by one or more evaluation team(s) designated by COMMERCE, which will determine the ranking of the proposals.

COMMERCE, in its sole discretion, may elect to invite top-scoring Proposers as finalists for a virtual presentation or interview.

The RFP Coordinator may contact the Proposer for clarification of any portion of their Proposal. Proposers are not permitted to submit, resubmit, correct, or change any materials of any kind after the date and time stated in Section 2.6 SUBMISSION OF PROPOSALS.

4.2 EVALUATION BREAKDOWN

The following weighting will be assigned to each proposal section for evaluation purposes. Subsections may or may not be of equal weight.

**Technical Proposal – 80 points**  
Project Approach/Methodology (25 pts)  
Work Plan (25 pts)  
Project Schedule (10 pts)  
Outcome and Performance Measurement (10 pts)  
Risks (5 pts)  
Deliverables (5 pts)

**Cost Proposal – 15 points**  
Identification of costs and a full detailed budget (15 pts)

**Workers’ Rights Certification** Those Proposers that certify they **do not** require their employees to sign an individual arbitration clause as a condition of employment will receive **an extra 5 points** of their awarded points added to their final score (see Exhibit B).

**OVERALL POINTS AVAILABLE = 100**

**COMMERCE reserves the right to award the contract(s) to the Proposer(s) whose Proposal is deemed to be in the best interest of COMMERCE and the state of Washington. See also Section 1.5 MANDATORY AWARD TO SMALL OR VETERAN-OWNED BUSINESS.**

4.3 VIRTUAL PRESENTATIONS MAY BE REQUIRED

After evaluating the written proposals COMMERCE may elect to schedule virtual presentations or interviews of top-scoring Proposers. If so, COMMERCE will contact the top-scoring Proposers from the written evaluation to schedule a date and time to meet on a platform such as Zoom or Microsoft Teams. Any commitments made by the Proposer during a virtual presentation or interview will be considered binding.

The scores from the written evaluation and the virtual presentation combined together will determine the Apparent Successful Contractor.

4.4 NOTIFICATION TO PROPOSERS

COMMERCE will notify the Apparent Successful Contractor(s) of their selection in writing upon completion of the evaluation process. Proposers who were not selected for further negotiation or award

will be notified separately. Notification may also be made to the COMMERCE public website, or other publically accessible locations.

#### 4.5 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Any Proposer who has submitted a Proposal and received notice that they were not selected for contract negotiation may request a debriefing. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Unsuccessful Proposer Notification is e-mailed to the Proposer. The debriefing must be scheduled within three (3) business days of the request.

Discussion at the debriefing conference is strictly limited to the following:

- Evaluation and scoring of that Proposer's Proposal;
- Any written comments from evaluators related to that Proposer;
- Review of Proposer's final score in comparison with the other final scores **without** identifying the other Proposers or reviewing their Proposals.

Comparisons between Proposals or evaluations of the other Proposals is not allowed. COMMERCE will not discuss any items other than the three bullet points above. Debriefing conferences may be conducted on the telephone or by other electronic means and will be scheduled for a maximum of thirty (30) minutes. COMMERCE reserves the right to end a debriefing for any reason.

#### 4.6 PROTEST PROCEDURE

Protests may be filed only by Proposers who submitted a response to this RFP and who have participated in a debriefing conference. Upon completing the debriefing conference, the Proposer is allowed five (5) business days to file a protest with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 5:00pm Pacific time on the fifth business day following the debriefing. Protests must be submitted by email. Proposers may choose to copy COMMERCE'S Central Contracts Office at [comcustserv@commerce.wa.gov](mailto:comcustserv@commerce.wa.gov). Do not copy any other COMMERCE staff.

Proposers protesting this RFP shall follow the procedures described below. Protests that do not follow these procedures will not be considered. This protest procedure constitutes the sole administrative remedy available to Proposers under this RFP.

All protests must be in writing, addressed to the RFP Coordinator, and signed by the protesting party or an authorized agent. The protest must state the RFP number, the grounds for the protest from the list below with specific facts, and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in this RFP or COMMERCE policy.

Protests not based on procedural matters will not be considered. Protests will be dismissed as without merit if they address issues such as an evaluator's professional judgment on the quality of a proposal, or COMMERCE'S assessment of its own and/or other agencies' needs or requirements.

Scores received are not a valid basis of protest and will be dismissed as without merit unless included with facts supporting bias, discrimination, or conflict of interest on the part of an evaluator.

Upon receipt of a protest, a protest review will be held by COMMERCE. COMMERCE'S Chief Contracts Officer, or other employee delegated by the Director who was not involved in the award process, will consider the record along with all available facts and issue a decision within ten (10) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may directly impact the actual interest of another Proposer, such Proposer may be given an opportunity to submit its views and any relevant information on the protest.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold COMMERCE'S action; or
- Find only technical or harmless errors in COMMERCE'S process and determine COMMERCE to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide COMMERCE options which may include:
  - Correct the error(s) and re-evaluate all proposals, or
  - Cancel this RFP and begin a new process, or
  - Make other findings and determine other courses of action as appropriate.

If COMMERCE does not find merit in the protest, COMMERCE may enter into a contract with the Apparent Successful Contractor(s). If the protest is determined to have merit, one of the options above will be taken.

## 5. RFP EXHIBITS

- Exhibit A    Certifications and Assurances
- Exhibit B    Workers' Rights Certification
- Exhibit C    Contract Templates

**CERTIFICATIONS AND ASSURANCES**

**I/we make the following certifications and assurances as a required element of the Proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:**

1. I/we declare that all answers and statements made in the Proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached Proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by COMMERCE without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this Proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this RFP or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.
5. I/we understand that COMMERCE will not reimburse me/us for any costs incurred in the preparation of this Proposal. All Proposals become the property of COMMERCE, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this Proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not be knowingly disclosed by him/her prior to opening, directly or indirectly, to any other Proposer or to any competitor.
7. I/we agree that submission of the attached Proposal constitutes acceptance of the RFP contents and the attached example contract and general terms and conditions. If there are any proposed edits to these terms, I/we have described those edits in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or organization to submit or not to submit a Proposal for the purpose of restricting competition.
9. I/we grant COMMERCE the right to contact references and any others who may have pertinent information regarding the ability of the Proposer and the lead staff person to perform the services contemplated in this RFP.
10. If any staff member(s) who will perform work on this contract has retired from the state of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.
11. I/we are not debarred from doing business with the state of Washington or the United States.

**I/We have reviewed the Contract and General Terms and Conditions and I/we: (check one)**

- ☐ **are** submitting proposed contract edits. If proposed contract edits are being submitted for consideration, I/we have attached them to this form. (See Section 2.14)
- ☐ **are not** submitting proposed contract edits. (Default if neither are checked)

On behalf of the Proposer submitting this Proposal, my signature below attests to the accuracy of the above statement as well as my authority to bind the submitting organization.

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

EXHIBIT B

**CONTRACTOR CERTIFICATION  
EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS  
WASHINGTON STATE GOODS & SERVICES CONTRACTS**

Pursuant to the Washington State Governor’s Executive Order 18-03 dated June 12, 2018, the Washington Department of Commerce is seeking to contract with qualified organizations which certify that their employees are not, as a condition of employment, subject to mandatory individual arbitration clauses and class or collective action waivers. See Section 4.2.

RFP Number: S24-34444-001

I hereby certify, on behalf of the organization identified below, as follows (check one and sign below):

- ☐ NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. This organization does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

- ☐ MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. This organization requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

- ☐ This organization certifies it has no employees.

I hereby certify, under penalty of perjury under the laws of the state of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the organization listed herein.

NAME: \_\_\_\_\_  
Print full legal entity name of organization

By: \_\_\_\_\_  
Signature of authorized person      Printed Name

Title: \_\_\_\_\_ Place: \_\_\_\_\_  
Title of person signing certificate      Print city and state where signed

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

Return to Procurement Coordinator as part of your complete response.

**Exhibit C**

**State Funded Interagency Agreement Template**

**State Funded Contract - Tribes Template**



## STATE OF WASHINGTON

OFFICE OF FIREARM SAFETY AND VIOLENCE PREVENTION  
 - COMMUNITY SAFETY UNIT  
 DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525  
 Phone: (866) 857-9889 • (800) 822-1067 • Fax: (360) 586-7176 • [publicsafetyteam@commerce.wa.gov](mailto:publicsafetyteam@commerce.wa.gov)

December 12, 2023

To: Apparent Successful Contractors

From: Kaitlin Jones, RFP Coordinator

Re: Notice of Apparent Successful Contractors for the Law Enforcement Vehicle Pursuit Technology Grant Program (RFP S24-34444-001)

The purpose of this message is to notify you that your application responding to the referenced RFP has been selected for funding. Congratulations on your selection!

Your designation as an apparent successful contractor is subject to the Debriefing and Protest Procedures set forth in the RFP, and contingent upon the negotiation and execution of a contract with our organization. You will not be reimbursed for any costs incurred before the contract has been executed.

The exact amount of grant funding to be awarded to any apparent successful contractor is subject to determination of specific terms of the contract to be awarded by the Department of Commerce following communication with each proposer. Forty-eight applications were received and eighteen will be funded. The Department of Commerce anticipates final grant amounts will range from \$32,000 to \$250,000.

The apparently successful contractors listed with potential contract numbers are as follows:

- S24-34444-001 Omak Police Department \$32,000
- S24-34444-002 Monroe Police Department \$47,718.70
- S24-34444-003 Benton County Sheriff's Office \$100,000
- S24-34444-004 Marysville Police Department \$100,000
- S24-34444-005 Kirkland Police Department \$113,000
- S24-34444-006 City of Woodland Police Department \$42,969
- S24-34444-007 City of Everett Police Department \$44,369
- S24-34444-008 Reardan Police Department \$49,753
- S24-34444-009 Lake Forest Park Police Department \$49,641.95
- S24-34444-010 City of Puyallup Police Department \$99,993.82

- S24-34444-011 Cowlitz County Sheriff's Office \$48,419.16
- S24-34444-012 City of Port Angeles Police Department \$50,000
- S24-34444-013 Richland Police Department \$100,000
- S24-34444-014 City of Washougal Police \$50,000
- S24-34444-015 City of Olympia Police Department \$100,000
- S24-34444-016 City of Yakima Police Department \$150,000
- S24-34444-017 City of West Richland Police Department \$42,535.98
- S24-34444-018 Spokane County Sheriff's Office (\$204,599.39)

I will be in contact with you soon to discuss the specific terms and conditions of the contract.

Sincerely,

Kaitlin Jones  
RFP Coordinator

*Sign up for email updates here:*

[Public Safety - Washington State Department of Commerce](#)



# DocuSign Contract Review and Routing Form

Section 6, Item D.


## Office of Firearm Safety and Violence Prevention – Community Safety Unit

**Type of Action:** New Contract/Grant ☐ Amendment ☐ IAG ☒  
Federal ☐ State ☒

**Contractor/Grantee Name:** Lake Forest Park Police Department

**Contract/Grant Number:** S24-34444-009

**Term:** 1/24/2024 to 6/30/2024

Review by:	Name:	Initial/Date:
Contract Manager	Kaitlin Jones	 2/27/2024   3:30 PM PST
Portfolio Manager	Abigail Snyder	 2/27/2024   4:01 PM PST
Executive Director	Kate Kelly	 2/27/2024   5:16 PM PST



**Interagency Agreement with**

**Lake Forest Park Police Department**

**through**

**Law Enforcement Vehicle Pursuit Technology Grant Program**

**Contract Number:**

**S24-34444-009**

**For**

**As a result of RFP S24-34444-001 Lake Forest Park Police Department  
will purchase equipment and technology that will assist local law  
enforcement in vehicle pursuit mitigation**

**Dated:** Wednesday, January 24, 2024



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## Face Sheet

Contract Number: S24-34444-009

**Washington State Department of Commerce  
Community Services Division  
Community Safety Unit  
Law Enforcement Vehicle Pursuit Technology Grant Program**

<b>1. Contractor</b> Lake Forest Park Police Department 17425 Ballinger Way NE Lake Forest Park, WA 98155		<b>2. Contractor Doing Business As (as applicable)</b>  	
<b>3. Contractor Representative</b> Ross Adams Project Contact 206-364-8216 radams@cityofflp.gov		<b>4. COMMERCE Representative</b> Kaitlin Jones Program Manager 509-638-6454 Kaitlin.jones@commerce.wa.gov <div style="float: right; text-align: right;">           1011 Plum Street SE            P.O. Box 42525            Olympia, WA 98504-2525         </div>	
<b>5. Contract Amount</b> \$49,641.95	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> January 24, 2024	<b>8. End Date</b> June 30, 2024
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A <b>ALN</b> N/A	
<b>10. Tax ID #</b> 91-6019059	<b>11. SWV #</b> SWV0018019-00	<b>12. UBI #</b> 601-140-623	<b>13. UEI #</b> XLQLKJL8H7H6
<b>14. Contract Purpose</b> As a result of RFP S24-34444-001 Lake Forest Park Police Department will purchase equipment and technology that will assist local law enforcement in vehicle pursuit mitigation.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Reporting.			
<b>FOR CONTRACTOR</b>  <hr/> Mike Harden, Chief of Police  <hr/> Signature  <hr/> Date		<b>FOR COMMERCE</b>  <hr/> Cindy Guertin-Anderson, Assistant Director  <hr/> Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b>	



## **Special Terms and Conditions**

### **1. AUTHORITY**

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

### **2. CONTRACT MANAGEMENT**

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

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

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

### **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$49,641.95, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

#### **EXPENSES**

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$49,641.95, which amount is included in the Contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

### **4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of reports submitted **and** receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Contract Management System. Reports must be submitted prior to submitting invoices.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number S24-34444-009. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. It should be noted the receipts must be dated within the fiscal year (ending June 30, 2024). All purchases and receipts must be dated within the fiscal year (ending June 30, 2024).

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

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

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

#### **Invoices and End of Fiscal Year**



Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

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

#### Duplication of Billed Costs

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

#### Disallowed Costs

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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

### **5. SUBCONTRACTOR DATA COLLECTION**

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

### **6. INSURANCE**

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

### **7. FRAUD AND OTHER LOSS REPORTING**

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

### **8. ORDER OF PRECEDENCE**

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

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



## **General Terms and Conditions**

### **1. DEFINITIONS**

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

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

### **2. ALL WRITINGS CONTAINED HEREIN**

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

### **3. AMENDMENTS**

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

### **4. ASSIGNMENT**

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

### **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

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



iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

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

## **6. COPYRIGHT**

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

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

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

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

## **7. DISPUTES**

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



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

**8. GOVERNING LAW AND VENUE**

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

**9. INDEMNIFICATION**

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

**10. LICENSING, ACCREDITATION AND REGISTRATION**

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

**11. RECAPTURE**

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

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

**12. RECORDS MAINTENANCE**

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

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

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

**13. SAVINGS**

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

**14. SEVERABILITY**

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

**15. SUBCONTRACTING**

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

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

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

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

**16. SURVIVAL**

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

**17. TERMINATION FOR CAUSE**

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

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

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

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

**18. TERMINATION FOR CONVENIENCE**

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

**19. TERMINATION PROCEDURES**

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



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

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

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

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

## **20. TREATMENT OF ASSETS**

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

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



practices.

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

21. **WAIVER**

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

### **Attachment A: Scope of Work**

This funding will be provided solely to the Lake Forest Park Police Department for the purpose of purchasing the following modern vehicle pursuit management technology:

- Five StarChase units along with training and software

The technology will be used in accordance with data-sharing, management policies, and training requirements for those who have access to the vehicle pursuit technology and data.

This technology will assist local law enforcement patrol activities including, but not limited to, vehicle pursuit mitigation.



## Attachment B: Budget

The Budget for the award period of January 24, 2024 through June 30, 2024 is \$49,641.95.

The contractor may shift up to 10% of the total award between budget categories or functions without further approval provided that the shift will not cause a major change to the Scope of Work or shift costs between fiscal years. Please see table below.

Program Budget					
January 24, 2024 - June 30, 2024					
Agency Name:	Lake Forest Park Police Department (WA)				
Program Name:	Law Enforcement Pursuit Technology Grant - Lake Forest Park				
Contract Number:	S24-34444-009				
	Amount by Fund Source				
Item	COMMERCE Funding	Other Fund Source	Other Fund Source	Other Fund Source	Total Project
PERSONNEL SERVICES					
Salaries (Full- & Part-Time)	\$ 1,713.60	\$ -	\$ -	\$ -	\$ 1,713.60
Personnel Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL - PERSONNEL SERVICES	\$ 1,713.60	\$ -	\$ -	\$ -	\$ 1,713.60
GOODS & SERVICES					
Office Supplies	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Supplies <sup>2</sup>	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment <sup>3</sup>	\$ 37,450.00	\$ -	\$ -	\$ -	\$ 37,450.00
Consultant and Subcontracted services <sup>4</sup>	\$ -	\$ -	\$ -	\$ -	\$ -
Automobile Expense	\$ -	\$ -	\$ -	\$ -	\$ -
Printing & Duplicating	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Rentals - Buildings	\$ -	\$ -	\$ -	\$ -	\$ -
Rentals - Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL - GOODS & SERVICES	\$ 37,450.00	\$ -	\$ -	\$ -	\$ 37,450.00
Travel	\$ -	\$ -	\$ -	\$ -	\$ -
Training	\$ -	\$ -	\$ -	\$ -	\$ -
Other Misc. Expenses <sup>5</sup>	\$ 10,478.35	\$ -	\$ -	\$ -	\$ 10,478.35
Indirect & Administration Costs <sup>6</sup>	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 49,641.95	\$ -	\$ -	\$ -	\$ 49,641.95
<sup>1</sup> Identify specific funding sources included under the "Other" column(s) above:		<sup>2</sup> Operating Supplies - Itemize below:			
	\$ -			\$	
	\$ -			\$	
	\$ -			\$	
	\$ -			\$	
Total	\$ -			Total	\$ -
<sup>3</sup> Equipment - Itemize below:		<sup>4</sup> Consultant and Subcontracted Services - Itemize below:			
GUARDIAN - VX VML Launcher (5)	\$ 29,950.00			\$	
GUARDIAN - VX Total Solution Pkg (5)	\$ 7,500.00			\$	
(Includes projectiles, software subscr)	\$			\$	
	\$			\$	
Total	\$ 37,450.00			Total	\$ -
<sup>5</sup> Other Miscellaneous Expenses - Itemize below:		<sup>6</sup> Indirect Administration Costs - Itemize below:			
Installation costs	\$ 3,510.00			\$	
Training (Operator and Dispatcher)	\$ 3,500.00			\$	
Taxes	\$ 3,024.95			\$	
Shipping costs	\$ 443.40			\$	
Total	\$ 10,478.35			Total	\$ -

## **Attachment C: Reporting**

Reports will be required on a quarterly basis. Commerce quarterly reporting is based upon the calendar year: there are two quarters within this contract: January 2024 – March 2024, and April 2024 – June 2024. The first report is due on April 20<sup>th</sup> 2024. The report must be completed prior to submitting that quarter's invoice within Secure Access Washington. The second and final report is due on July 20<sup>th</sup>, 2024.

Reports shall include:


- Status of the purchase, receipt, installation, and implementation/utilization of the equipment/technology.
- The number of all cases in which the equipment/technology was utilized.
- The outcome of all cases in which the equipment/technology was utilized.
- The number of vehicle pursuits that occurred.
- The number of vehicle pursuits in which the equipment/technology was utilized.
- The outcome of vehicle pursuits in which the equipment/technology was utilized.
- Any other statistics the agency may have that directly relates to the equipment/technology and its outcomes.

Certificate Of Completion


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Subject: Please DocuSign: Commerce Contract#S24-34444-009_CSU		
Division:		
Community Services and Housing		
Program: CSU		
ContractNumber: S24-34444-009		
DocumentType: Contract		
Source Envelope:		
Document Pages: 15	Signatures: 0	Envelope Originator:
Certificate Pages: 5	Initials: 3	Brandi Darden
AutoNav: Enabled		1011 Plum Street SE
Envelopeld Stamping: Enabled		MS 42525
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		Olympia, WA 98504-2525
		brandi.darden@commerce.wa.gov
		IP Address: 198.239.10.189

Record Tracking

Status: Original	Holder: Brandi Darden	Location: DocuSign
2/27/2024 3:22:14 PM	brandi.darden@commerce.wa.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Washington State Department of Commerce	Location: DocuSign

Signer Events	Signature	Timestamp
Kaitlin Jones		Sent: 2/27/2024 3:28:44 PM
Kaitlin.jones@commerce.wa.gov		Viewed: 2/27/2024 3:30:15 PM
Security Level: Email, Account Authentication (None)		Signed: 2/27/2024 3:30:20 PM
	Signature Adoption: Pre-selected Style Using IP Address: 147.55.134.99	

Electronic Record and Signature Disclosure:  
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Abigail Snyder		Sent: 2/27/2024 3:30:21 PM
abigail.snyder@commerce.wa.gov		Viewed: 2/27/2024 4:00:15 PM
Security Level: Email, Account Authentication (None)		Signed: 2/27/2024 4:01:05 PM
	Signature Adoption: Pre-selected Style Using IP Address: 147.55.149.243	

Electronic Record and Signature Disclosure:  
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Kate Kelly		Sent: 2/27/2024 4:01:06 PM
kate.kelly@commerce.wa.gov		Viewed: 2/27/2024 5:16:43 PM
Security Level: Email, Account Authentication (None)		Signed: 2/27/2024 5:16:52 PM
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Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

Mike Harden	Sent: 2/28/2024 8:39:09 AM
mharden@cityofflp.gov	Viewed: 2/28/2024 9:31:05 AM
Security Level: Email, Account Authentication (None)	
<b>Electronic Record and Signature Disclosure:</b>	

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<b>Editor Delivery Events</b>			<b>Status</b>	<b>Timestamp</b>	
<b>Agent Delivery Events</b>			<b>Status</b>	<b>Timestamp</b>	
<b>Intermediary Delivery Events</b>			<b>Status</b>	<b>Timestamp</b>	
<b>Certified Delivery Events</b>			<b>Status</b>	<b>Timestamp</b>	
<div> <div> Ross Adams  radams@cityofflp.gov  Security Level: Email, Account Authentication (None) </div> <div> <div> <div>VIEWED</div> </div> <div> Using IP Address: 76.121.141.43 </div> </div> </div>				<div> <div> Sent: 2/27/2024 5:16:53 PM  Viewed: 2/28/2024 8:39:08 AM </div> </div>	
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Washington State Department of Commerce:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov)

### **To advise Washington State Department of Commerce of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Washington State Department of Commerce**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Washington State Department of Commerce**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.



# CITY OF LAKE FOREST PARK

## CITY COUNCIL

### AGENDA COVER SHEET

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<b>Meeting Date</b>	March 7, 2024
<b>Originating Department</b>	Community Development Department
<b>Contact Person</b>	Mark Hofman, Community Development Director
<b>Title</b>	Resolution 24-1946/Authorizing the Mayor to accept the Department of Commerce Climate Planning Grant

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#### Legislative History

- First Presentation- March 7, 2024, Regular City Council Meeting
- 

#### Attachments:

1. Resolution 24-1946
  2. Growth Management Services Climate Planning Grant 24-63610-213
- 

#### Executive Summary

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

This climate planning work is distinct and separate from the ongoing periodic update of the Comprehensive Plan, due by December 2024. Under GMA, Lake Forest Park is required to complete the climate planning work by 2029. However, due to the grant award, Lake Forest Park can move forward with its obligation and begin the climate planning work at this time, through June 2025.

The funds provided by this grant will complement the city's limited funds available for this effort in the Community Development Department professional services budget.

The grant is effective from the date of execution through June 30, 2025, on a reimbursement basis.

#### Background

As part of the climate planning policies and development regulations update, several required deliverables were identified that fit within the timeline of the grant. Included in the Scope of Work for the grant is:

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

With the grant funding awarded, and a grant contract with the Department of Commerce in place, the city would proceed with an advertised Request for Qualifications (RFQ) for professional consulting services to perform the climate planning scope of work, consistent with the budget, deliverables, and timelines.

Fiscal & Policy Implications

Acceptance of this grant would support the Community Development Department Professional Services budget, providing additional budget capacity.

Alternatives

Options	Results
<ul style="list-style-type: none"><li>• Authorize the Mayor to accept the grant on behalf of the city.</li></ul>	Costs for the Climate Planning work will be supported by the \$500,000 grant.
<ul style="list-style-type: none"><li>• Do not accept the grant.</li></ul>	The full cost of the Climate Planning work will be funded by the city.

Staff Recommendation

Following a review of the attached grant document, staff recommends that the council pass Resolution 24-1946, authorizing the Mayor to accept the Department of Commerce Climate Planning grant.

RESOLUTION NO. 24-1946

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A GRANT AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF COMMERCE FOR ASSISTANCE WITH CLIMATE PLANNING WORK REQUIRED UNDER THE STATE GROWTH MANAGEMENT ACT

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

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

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

**WHEREAS**, the Department of Commerce has awarded the City a grant of \$500,000 to assist with climate planning Comprehensive Plan policies and development regulations as required by the GMA;

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

Section 1 AGREEMENT. The City Council of Lake Forest Park authorizes the Mayor to sign the grant agreement, attached as Exhibit A, with the Department of Commerce for climate planning policies and development regulations work for compliance with GMA requirements.

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 XX day of March, 2024.

APPROVED:

\_\_\_\_\_  
Thomas French  
Mayor

ATTEST/AUTHENTICATED:

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Matt McLean  
City Clerk

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



**Interagency Agreement with**

**City of Lake Forest Park**

**through**

**Growth Management Services**

**Contract Number:  
24-63610-213**

**For**

**2023-2025 Climate Planning Grant**

**Dated:** Date of Execution

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## Face Sheet

Contract Number: 24-63610-213

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

<b>1. Contractor</b> City of Lake Forest Park 17425 Ballinger Way NE Lake Forest Park, WA 98155		<b>2. Contractor Doing Business As (as applicable)</b> N/A	
<b>3. Contractor Representative</b> Phillip Hill City Administrator 206-368-5440 phill@cityofflp.gov		<b>4. COMMERCE Representative</b> Noelle Madera Climate Operations Team Lead 509-818-1040 noelle.madera@commerce.wa.gov <div style="float: right; text-align: right;">           PO Box 42525            1011 Plum St. SE            Olympia, WA 98504         </div>	
<b>5. Contract Amount</b> \$500,000	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> July 1, 2023	<b>8. End Date</b> June 30, 2025
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A <div style="text-align: right;"><b>ALN</b> N/A</div>	
<b>10. Tax ID #</b> N/A	<b>11. SWV #</b> 0018019-00	<b>12. UBI #</b> 601-140-623	<b>13. UEI #</b> N/A
<b>14. Contract Purpose</b> For the development of the Growth Management Act (GMA) climate change and resiliency element requirements related to the implementation of HB 1181.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget.			
<b>FOR CONTRACTOR</b>  <div style="border-bottom: 1px solid black; margin-bottom: 10px;">             &lt;insert name&gt;, &lt;insert title&gt;           </div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;">             Signature           </div> <div style="border-bottom: 1px solid black;">             Date           </div>		<b>FOR COMMERCE</b>  <div style="border-bottom: 1px solid black; margin-bottom: 10px;">             &lt;insert name&gt;, &lt;insert title&gt;           </div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;">             Date           </div> <div style="margin-top: 20px;"> <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b> </div>	

## Special Terms and Conditions

### 1. AUTHORITY

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

### 2. CONTRACT MANAGEMENT

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

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

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

### 3. COMPENSATION

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

### 4. BILLING PROCEDURES AND PAYMENT

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

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

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

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

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

#### Grant Start Date

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

#### State Fiscal Year Payments

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

#### Invoices and End of Fiscal Year

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

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

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

#### Duplication of Billed Costs

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

#### Disallowed Costs

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

#### Line Item Modification of Budget

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

### **5. SUBCONTRACTOR DATA COLLECTION**

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

### **6. INSURANCE**

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

### **7. FRAUD AND OTHER LOSS REPORTING**

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

**8. ORDER OF PRECEDENCE**

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

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

## **General Terms and Conditions**

### **1. DEFINITIONS**

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

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

### **2. ALL WRITINGS CONTAINED HEREIN**

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

### **3. AMENDMENTS**

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

### **4. ASSIGNMENT**

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

### **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

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

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

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

## 6. COPYRIGHT

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

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

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

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

## 7. DISPUTES

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

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

**8. GOVERNING LAW AND VENUE**

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

**9. INDEMNIFICATION**

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

**10. LICENSING, ACCREDITATION AND REGISTRATION**

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

**11. RECAPTURE**

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

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

**12. RECORDS MAINTENANCE**

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

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

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

**13. SAVINGS**

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

**14. SEVERABILITY**

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

**15. SUBCONTRACTING**

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

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

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

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

**16. SURVIVAL**

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

**17. TERMINATION FOR CAUSE**

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

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

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

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

**18. TERMINATION FOR CONVENIENCE**

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

**19. TERMINATION PROCEDURES**

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

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

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

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

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

## **20. TREATMENT OF ASSETS**

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

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

practices.

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

**21. WAIVER**

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

Attachment A: Scope of Work for Climate Planning Greenhouse Gas Emissions Reduction Sub-Element and Climate Resilience Sub-Element		
Section Steps, Tasks, and Deliverables	Description	End Date
<b>Section 2: Climate Policy Creation</b>	<b>Initiate Project</b>	<b>03/2024 – 04/2024</b>
Task 2.1	Form Climate Policy Advisory Team	
Task 2.2	Establish engagement strategy that supports environmental justice. <i>Review Comprehensive Plan PPP and revise as needed</i>	
<b>Deliverable 1</b>	<b>In-Progress Climate Element Workbook</b> <i>Sections 2.1, 2.2 completed</i>	<b>04/31/2024</b>
<b>Resilience Sub-Element Sec. 3, Step 1</b>	<b>Explore Climate Impacts</b>	<b>03/2024 – 04/2024</b>
Task 3.1.1	Identify community assets	
Task 3.1.2	Explore hazards and changes in the climate. <i>Use UW's Climate Mapping for a Resilient Washington webtool, NOAA's Climate Resilience Toolkit, NOAA's Climate Mapping for Resilience and Adaptation tool, and WA DOC's climate website resources.</i>	
Task 3.1.3	Pair assets and hazards and describe exposure and consequences.	
Task 3.1.4	Identify priority climate hazards. <i>Consider environmental justice.</i>	
<b>Deliverable 2</b>	<b>In-Progress Climate Element Workbook</b> <i>Sections S3 Task 1.1, S3 Task 1.2, S3 Task 1.3, and S3 Task 1.4 completed</i>	<b>04/31/2024</b>
<b>Resilience Sub-Element Sec. 3, Step 2</b>	<b>Audit Plans &amp; Policies</b>	<b>03/24 – 05/24</b>
Task 3.2.1	Review existing plans for climate gaps and opportunities. <i>Review Comprehensive Plan, Climate Action Plan, Town Center Plan, and Southern Gateway Subarea Plan</i>	
Task 3.2.2	Determine next step; for each climate hazard identified in Task 3.1.4, complete Climate Workbook questionnaire. <i>Anticipate need to proceed to Step 3</i>	
<b>Deliverable 3</b>	<b>In-Progress Climate Element Workbook</b> <i>Sections S3 Task 2.1 and S3 Task 2.2 completed</i>	<b>05/15/2024</b>
<b>Resilience Sub-Element Sec. 3, Step 3</b>	<b>Assess Vulnerability &amp; Risk</b>	<b>05/2024 – 09/2024</b>
Task 3.3.1	Assess sensitivity of community assets	

	<i>Select appropriate indicators and develop assessment rules, including composites for multiple indicators</i>	
Task 3.3.2	Assess adaptive capacity of community assets. <i>Select appropriate indicators and develop assessment rules, including composites for multiple indicators</i>	
Task 3.3.3	Characterize vulnerability of community assets <i>Establish composite, qualitative rating using sensitivity and adaptive capacity ratings</i>	
Task 3.3.4	Characterize risk of community assets <i>For med/high vulnerability assets</i>	
Task 3.3.5	Decide course of action <i>Meet with partners, stakeholders, and decision makers to accept risk or take action</i>	
<b>Deliverable 4</b>	<b>In-Progress Climate Element Workbook</b> <i>Sections S3 Tasks 3.1-3.3 and S3 Tasks 3.4-3.5 completed; documentation of applicable indicators/rules explained clearly</i>	<b>09/15/2024</b>
<b>Resilience Sub-Element Sec. 3, Step 4</b>	<b>Pursue Pathways</b>	<b>08/2024 – 10/2024</b>
Task 3.4.1	Adapt/expand existing goals where possible and develop new goals where needed	
Task 3.4.2	Adapt/expand existing policies where possible and develop new policies where needed	
Task 3.4.3	Identify policy co-benefits	
<b>Deliverable 5</b>	<b>In-Progress Climate Element Workbook</b> <i>Section S3 Tasks 4.1-4.3 completed</i>	<b>10/15/2024</b>
<b>Resilience Sub-Element Sec. 3, Step 5</b>	<b>Integrate Goals &amp; Policies</b>	<b>08/2024 – 03/2025</b>
Task 3.5.1	Review and finalize resilience goals and policies	
Task 3.5.2	Consult with partners and stakeholders	
<b>Deliverable 6</b>	<b>Completed Climate Element Workbook</b> <i>Section S3 Step 5 completed</i>	<b>03/31/2025</b>
<b>GHG Sub-Element Sec. 4, Step 1</b>	<b>Gather Local GHG Emission and Planning Data</b>	<b>02/2024 – 01/2025</b>
Task 4.1.1	Obtain data from comprehensive plan update team	
<b>GHG Sub-Element Sec. 4, Steps 2 &amp; 3</b>	<b>Inventory and Estimate Greenhouse Gas Emissions</b> <i>Pursuing Pathway 2 with VMT Study from Pathway 3</i>	<b>02/2024 – 01/2025</b>
Task 4.2.1	Complete “Questions to guide a Greenhouse Gas Emissions Estimate”	
Task 4.3.1	Collect and evaluate current data from likely GHG emission sources	
Task 4.3.2	Acquire relevant VMT data	
Task 4.3.3	Develop baseline data for current VMT and associated GHG emissions	

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



## Attachment B: Lake Forest Park

## Budget for Climate Planning--GHG Emissions Reduction and Climate Resilience Sub-Elements

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





CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	March 7, 2024
Originating Department	Administration
Contact Person	Tom French, Mayor
	Kim Adams Pratt, City Attorney
Title	Ordinance 24-1290/Amending LFPMC 10.06.030 related to automatic traffic safety cameras

Legislative History

- First PresentationMarch 7, 2024 - Regular Meeting

Attachments:

- Ordinance 24-1290

Executive Summary

The proposed amendment to chapter 10.06 of the Lake Forest Park Municipal Code (“LFPMC”), Automated Traffic Safety Cameras, will amend the “presumption” section of the chapter to apply to all types of traffic cameras in the City. It currently specifies only stoplight violations and school speed zone violations. This amendment will apply the same presumption if the City adds traffic cameras for speed zone violations in school walk areas and speed zone violations in public park speeds zones.

Background

In LFPMC 10.06.030, *Prima facie presumptions*, traffic camera infractions are presumed to have occurred from evidence that the particular vehicle described in the notice of traffic infraction was involved in the violation, together with proof that the person named in the notice of infraction was at the time of the violation the registered owner of the vehicle. To rebut this presumption the registered owner must sign a statement that the vehicle involved was, at the time, stolen or in the care, custody or control of some person other than the registered owner. The proposed amendment would apply this presumption to any type of traffic camera in the City.

**Fiscal & Policy Implications**

The amendment does not have fiscal or policy implications.

**Alternatives**

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"><li>• Adopt the amendment to LFPMC 10.06.030</li></ul>	All traffic safety cameras infractions will have the same presumption applied.
<ul style="list-style-type: none"><li>• Do adopt the amendment</li></ul>	Only stoplight violations and school speed zone violations will have the presumption applied.

**Staff Recommendation**

Adopt Ordinance 24-1290 amending section 10.06.030 LFPMC.

**ORDINANCE NO. 1290**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
OF LAKE FOREST PARK, WASHINGTON, AMENDING  
SECTION 10.06.030 THE LAKE FOREST PARK  
MUNICIPAL CODE, RELATED TO AUTOMATED TRAFFIC  
SAFETY CAMERAS; PROVIDING FOR SEVERABILITY  
AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake Forest Park is a non-charter optional municipal code city as provided in Title 35A RCW, incorporated under the laws of the state of Washington, and has the authority to regulate the use of City streets pursuant to RCW 35A.11.020; and

**WHEREAS**, the City has an interest in maintaining the safety and welfare of its citizens and to ensure City streets are monitored in a safe manner for their intended use; and

**WHEREAS**, this amendment to Chapter 10.06 of the Lake Forest Park Municipal Code ("LFPMC"), Automated Traffic Safety Cameras, will amend the "presumption" section of the chapter to apply to all types of traffic cameras in the City; and

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

**Section 1. AMENDMENT.** Section 10.06.030 LFPMC is amended as follows:

**10.06.030 Prima facie presumption.**

A. In a traffic infraction case involving an infraction detected through the use of an automated traffic safety camera under this chapter, proof that the particular vehicle described in the notice of traffic infraction was involved in ~~the a stoplight violation or school speed zone violation~~, together with proof that the person named in the notice of infraction was at the time of the violation the registered owner of the vehicle, shall constitute in evidence a prima facie presumption that the registered owner of the vehicle was the person in control of the vehicle at the point where, and for the time during which, the violation occurred.

B. This presumption may be overcome only if the registered owner, under oath, states in a written statement to the court or in testimony before the court that the vehicle involved was, at the time, stolen or in the care, custody or control of some person other than the registered owner.

**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** of the Lake Forest Park City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024, and signed into authentication this \_\_\_\_\_ day of \_\_\_\_\_, 2024

APPROVED:

\_\_\_\_\_  
Thomas French  
Mayor

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:

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

Introduced: \_\_\_\_\_  
Adopted: \_\_\_\_\_  
Posted: \_\_\_\_\_  
Published: \_\_\_\_\_  
Effective: \_\_\_\_\_



CITY OF LAKE FOREST PARK

CITY COUNCIL

AGENDA COVER SHEET

Meeting Date	March 7, 2024
Originating Department	Municipal Services
Contact Person	Matt McLean, City Clerk
Title	Ordinance 24-1289/Amending the 2023-2024 Budgeted Positions and Salary Schedule for the Municipal Services Department

Legislative History

- First PresentationFebruary 18, 2024 - Budget and Finance Committee
- Second PresentationMarch 7, 2024 – Special Meeting

Attachments:

- Ordinance 24-1289
- Exhibit A 2023-2024 Budgeted Positions and Salary Schedule

Executive Summary

In an effort to serve more individuals needing passport services, the Municipal Services Department will need to hire an additional part-time Passport Clerk. The Municipal Services Department is requesting an increase in the FTE from 1.0 to 1.5 to accommodate the hiring of an additional Passport Clerk.

Background

Before the pandemic, people were freely able to come into city hall to have passport applications accepted and processed. This caused a lot of frustration and long wait times for people and created a lot of extra work for staff members to try and accommodate a large number of people. During the pandemic, an appointment system was put in place. Since that time, the staff has been able to see people and provide better service to applicants. However, since the appointment process has been implemented, it has the unintended result of being able to serve fewer individuals, and lowering revenues.

In an effort to return to pre-pandemic service levels and revenues, the Municipal Services Department will need to increase the number of passport acceptance hours and increase the number of agents to

work the additional hours. Currently, there is one agent working on Monday, Thursday, and Friday, accepting applications from 12-4. If an additional part-time agent were hired, the passport hours would be increased from Monday starting at 9:30 a.m. and Tuesday and Wednesday during business hours. The additional agent would work on Tuesday and Wednesday during the entire day. That means there will be three days of the week when passport applications can be processed during normal city hall hours. Saturdays will remain the same for processing passports from 10:00 a.m. until 3:00 p.m.

Fiscal & Policy Implications

With the additional passport clerk, there will be a fiscal impact. Below is the current range for the passport clerks:

Passport Clerk	\$4,266.69	\$4,549.98	\$4,833.27	\$5,118.73	\$5,404.18	\$5,687.12
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The projected annual revenue from hiring an additional part-time Passport Clerk would be approximately \$110,000. The annual cost to hire the additional agent would be approximately \$34,738, resulting an increase of roughly \$75,262 in general revenues to the city.

Alternatives

Options	Results
<ul style="list-style-type: none"><li>Approve the proposed amendment</li></ul>	Increased service levels and revenues from passport acceptance applications
<ul style="list-style-type: none"><li>Do not approve the proposed amendment</li></ul>	Revenues and service levels will continue to plateau

Staff Recommendation

Adopt Ordinance 24-1289 revising the Adopted 2023-2024 Budgeted Positions and Salary Schedule, increasing the Passport Clerk from 1.0 to 1.5.

ORDINANCE NO. 24-1289

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AMENDING THE 2023-2024 BUDGETED POSITIONS AND SALARY SCHEDULE FOR THE MUNICIPAL SERVICES DEPARTMENT TO HIRE AN ADDITIONAL PART-TIME PASSPORT CLERK

**WHEREAS**, the City Council in 2022 adopted a 2023-2024 Budget, which included a Budgeted Positions and Salary Schedule listing all positions in the City; and

**WHEREAS**, the City Council desires to hire an additional part-time Passport Clerk with the intention of increasing revenues.

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

Section 1. AMENDMENT OF BUDGETED POSITIONS AND SALARY SCHEDULE FOR 2023– 2024 BUDGET. The 2023-2024 Budgeted Positions and Salary Schedule of 2023 – 2024 Adopted Budget is amended to add an additional .5 Passport Clerk as part of the Municipal Services Department, as shown in the attached Exhibit A.

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** of the Lake Forest Park City Council this \_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

\_\_\_\_\_  
Thomas French  
Mayor

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:

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

Introduced: \_\_\_\_\_  
Adopted: \_\_\_\_\_  
Posted: \_\_\_\_\_  
Published: \_\_\_\_\_  
Effective: \_\_\_\_\_

# 2024 Amended Budgeted Positions and Salary Schedule

	FTE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Legislative</b>							
Councilmembers	7						600
<b>Executive</b>							
Mayor	0.5						3,000.00
City Administrator	1						17,344.19
Human Resources Director	1	10,015.17	10,682.83	11,350.45	12,018.18	12,685.88	13,353.56
	<u>2.5</u>						
<b>Judicial</b>							
Municipal Court Judge	0.6						10,349.40
Court Administrator	1	7,165.84	7,643.65	8,121.46	8,599.26	9,077.06	9,554.90
Court Clerk	2.5	4,508.51	4,809.72	5,109.00	5,410.21	5,709.49	6,010.70
Probation Officer	0.2	5,751.97	6,136.20	6,520.44	6,902.75	7,286.98	7,669.38
Pro-tem Judges		\$65 per hour					
	<u>4.3</u>						
<b>Municipal Services Dept.</b>							
City Clerk	1	7,219.36	7,699.71	8,181.34	8,663.15	9,144.60	9,624.96
Deputy City Clerk	1	5,682.94	6,061.61	6,442.16	6,820.82	7,199.49	7,578.16
Records Mgmt. & Office Support	0.85	5,356.69	5,711.80	6,070.44	6,426.14	6,784.19	7,139.89
Receptionist / Office Clerk	1	5,231.97	5,583.46	5,932.58	6,279.32	6,628.43	6,977.55
Passport Clerk	1.5	4,266.69	4,549.98	4,833.27	5,118.73	5,404.18	5,687.12
	<del>4.85</del> <b>5.35</b>						
<b>Finance/Info. Systems Dept</b>							
Finance Director	1	10,939.35	11,668.54	12,397.87	13,127.20	13,856.51	14,584.66
Accounting Supervisor	1	7,551.17	8,054.63	8,558.05	9,061.46	9,564.88	10,068.29
Finance Specialist	2	5,204.07	5,551.62	5,897.33	6,244.88	6,592.43	6,939.98
Information System Manager	1	8,443.38	9,006.22	9,569.16	10,132.08	10,694.93	11,257.86
Accounting Clerk	0.6	4,650.69	4,961.95	5,271.19	5,582.44	5,891.68	6,200.92
	<u>5.6</u>						
<b>Community Development</b>							
Community Development Director	1	10,724.07	11,438.72	12,153.37	12,869.47	13,584.11	14,298.76
Senior Planner	1	7,371.48	7,863.18	8,352.83	8,846.60	9,336.24	9,827.95
Assistant Planner	1	5,477.98	5,842.91	6,207.84	6,572.77	6,937.69	7,302.62
Urban Forest Planner	0.75	6,889.23	7,348.77	7,806.38	8,267.85	8,725.46	9,185.00
	<u>3.75</u>						
<b>Building</b>							
Building Official	1	8,204.03	8,750.94	9,297.88	9,844.81	10,391.75	10,938.68
Permit Technician	0.8	5,218.73	5,566.50	5,914.27	6,262.05	6,609.82	6,957.59
Permit Coordinator	0	4,722.83	5,037.56	5,352.28	5,667.01	5,981.74	6,296.46
	<u>1.8</u>						
<b>Emergency Management</b>							
Emergency Manager	1	8,319.05	8,545.93	8,772.81	8,999.70	9,226.58	10,463.08
	<u>1</u>						
<b>Police Department</b>							
Police Chief	1						15,894.67
Lieutenant	2	8,565.68	9,137.88	9,707.75	10,278.74	10,849.82	12,255.07
Sergeant 2	4						9,759.35
Sergeant 1	0						9,272.39
Police Officer	9	6,601.32	7,123.68	7,690.68	8,248.85		
Limited Term Police Officer	3	6,601.32	7,123.68	7,690.68	8,248.85		
Detective	2	7,261.56	7,836.04	8,459.74	9,073.84		
Traffic	1	6,931.44	7,479.86	8,075.21	8,661.34		
K-9	1	6,931.44	7,479.86	8,075.21	8,661.34		
Support Services Officer	1	5,245.56	5,620.97	5,994.14	6,378.45		
Records Specialist	2	5,061.77	5,241.20	5,421.57	5,598.69	5,776.92	5,957.38
Domestic Violence Advocate	0.35	5,961.66	6,360.18	6,756.39	7,154.91	7,551.12	7,949.65
	<u>26.35</u>						

<b>Public Works Department</b>							
Public Works Director	1	11,773.55	12,126.02	12,884.91	13,642.33	14,399.60	15,158.64
Senior Project Manager	1	8,212.18	8,663.27	9,204.59	9,746.35	10,288.02	10,829.66
Project Manager	1	7,121.49	7,594.60	8,069.78	8,544.96	9,020.14	9,493.26
Public Works Superintendent	1	6,540.70	6,977.54	7,413.06	7,848.58	8,285.42	9,418.61
Environmental & Sustainability Specialist	1	6,214.61	6,628.89	7,043.70	7,458.83	7,871.45	8,286.17
PW Admin. Assistant	0.5	5,231.18	5,579.35	5,927.52	6,275.69	6,623.86	6,972.02
Lead Maintenance Worker	1	6,267.48	6,488.68	6,709.90	6,931.09	7,152.31	7,373.52
Maintenance Worker	5	5,830.23	6,035.99	6,241.77	6,447.52	6,653.30	6,859.09
Seasonal Maintenance Worker	1						31.13
	<u>12.5</u>						
<b>Total Positions in Budget</b>	<del>62.65</del>	<b>63.15</b>					

## City Administrator Report

### City of Lake Forest Park

Date: March 7, 2024

TO: Honorable Deputy Mayor and Councilmembers

FR: Phillip Hill, City Administrator

CC: Honorable Mayor Tom French  
Leadership Team

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The City Administrator Report is meant to provide the council, staff and community an update on the activities of the City and on issues that concern the City. This memo will be provided in each Council packet and is divided into key sections.

Please let me know if you have any questions or need additional information about any of the following items and please feel free to contact any of the department heads for additional information.

#### **I. Intergovernmental and local issues update.**

##### **Police Department**

Scammers are getting more sophisticated: A LFP resident advised the PD that he had received a call from a subject pretending to be a friend of his son. The subject stated that the resident's son was currently in jail and needed money for bail. The subject told the citizen that this was not a scam and provided the citizen with the telephone number of the defense attorney who was assisting his son. The citizen called the number and the "attorney" stated that in order to free his son he needed to receive \$9,000 as soon as possible. Although the "attorney" sounded legitimate, the citizen decided to contact the son instead of sending the money to the attorney. The son confirmed that he was not in jail.

A female subject came to the PD, told the officers that she was suicidal, and asked if they could bring her to the hospital for evaluation and assistance. An ambulance transported the subject to Harborview. After a few hours, the subject came back to the PD stating that no social worker or mental health professional (MHP) was available at the hospital. Luckily Sgt. Parrish was able to connect the subject with our RCR Crisis Responder, and a safety plan was immediately implemented.

An off-duty officer called the police regarding a suspicious subject walking on NE 197<sup>th</sup> St. When the dispatcher asked the reporting party why he believed that the subject was acting "suspiciously", the off-duty officer stated that the subject was wrapped in a blanket, had a large sword strapped to his back, and was talking to himself. Officers responded to the scene,

observed that the large “Katana” style sword was in a sheath, and the subject was not threatening anybody or committing any crime. Officers followed the subject for a few minutes but decided not to intervene because there was no crime, the subject went into Mountlake Terrance, and they were notified.

A subject learned that it is not a good idea to jaywalk in our city when you have outstanding felony warrants. The subject went to jail.

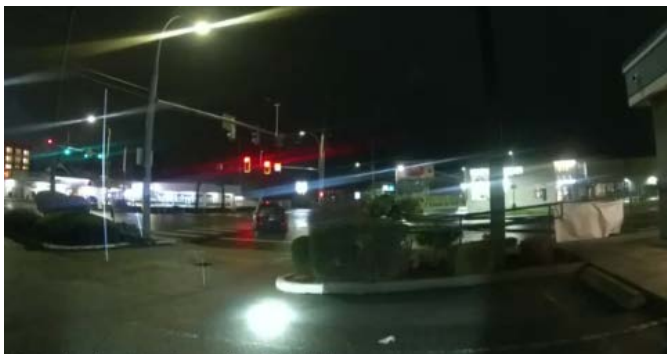
A citizen called 911 because there was “a strange suspicious rumbling sound in the house.” Patrol officers responded, checked the interior and exterior of the house, and determined that it was an electrical problem. They were able to find the correct malfunctioning breaker, turned it off, and advised the citizen to call an electrician. Our officers’ skills are very broad.

An impaired subject came to the PD and told the officers that he was drunk and needed to go to the hospital. He then changed his mind and told the officers that he was having a heart attack. Eventually, he changed his mind again, stating that he was going to rob a store in our city so he could be arrested and spend some time in jail. The subject was transported to Swedish Hospital for evaluation.

A citizen called the police stating that her detached garage had been burglarized and her E-Bike was missing. The description of the stolen E-Bike matched an abandoned bike that the same officer had recovered early in the morning. The stolen E-Bike was reunited with the owner.



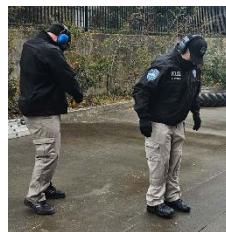
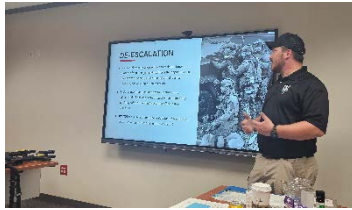
LFPPD officers performed a welfare check on two passed out individuals who were in a stolen vehicle parked in the Taco Bell parking lot. The officers were able to wake the two subjects up. The driver provided a fake name and decided to quickly leave the scene. He struck one of the officers with the vehicle (the officer was not injured) and recklessly sped off across oncoming traffic on SR522 and then westbound on NE 145<sup>th</sup> Street.



The officers decided not to pursue because they didn't want to put the other drivers and pedestrians in danger. Officers are sending charges to the prosecutor for eluding and assault on the officer.

## Police In-Service Training

LFPPD officers completed the annual “Non-Lethal and Less-Lethal tools” training/certification. The training, taught by Ofc. Czebotar and Ofc. Carlsrud, focused on the proper use of Taser, Bola Wrap, baton, pepper spray, and Pepperball launcher. These are tools specifically designed to allow officers to apprehend suspects using the minimal force necessary while also maintaining safety for the public, officers, and suspects.



The officers were engaged in classroom instruction in the morning, and then moved to Fire Station 51 for hands-on training and application of all the tools. The Lake Forest Park Police Department is proud to say that we do not use any chemicals in either the OC spray or pepperball and that they are both completely organic.

## Polar Plunge – Special Olympics

Chief Harden attended the Polar Plunge for Special Olympics with several Snohomish County police agencies in Lake Stevens. The event raised over \$12,000 with 80+ participants!



The Polar Plunge for Special Olympics is an annual fundraising event where participants brave the icy waters of lakes, rivers, or oceans during the winter months. Participants, often in costume or

themed attire, take a chilly dip into the frigid waters to raise money for Special Olympics programs. It's both a fun and charitable event, typically drawing a mix of adventurous individuals, community members, and supporters of Special Olympics. The funds raised through the Polar Plunge help support athletes with intellectual disabilities to participate in sports training and competitions organized by Special Olympics.

### **Northsound Police Foundation**

Exciting news!

The Lake Stevens Police Department has officially joined forces with the Northsound Police Foundation! With Lake Forest Park and Mill Creek already as founding members, our foundation now proudly includes Lake Steven's police department.

The Northsound Police Foundation is committed to bolstering law enforcement efforts by raising funds and furnishing resources essential for various departmental needs. These include equipment upgrades, specialized training, community outreach initiatives, and vital support for officers and their families, helping what traditional city budgets may not cover.

The foundation mission is clear: to engage citizens actively in supporting those who dedicate themselves to our safety and well-being. By fostering this collaboration, we aim to enhance the quality of life and security in our communities across Lake Forest Park, Mill Creek, and now Lake Stevens!

For further details or to contribute, please visit: Northsound Police Foundation:

<https://northsoundpolicefoundation.org/>

To donate to any individual police department:



Lake Forest Park  
Police Department



Mill Creek Police  
Department



Lake Stevens Police  
Department



North Sound Police  
Foundation

## II. Internal City Information

### Public Works Department

The Lakefront Park design is progressing in a timely manner. The PRAB met to develop their recommendation for the preferred alternatives for the park's design including decisions regarding the options for the dock layout, parking options, deck size, beach area, and other amenities. Later this month, Council will be provided with the preferred options for their consideration.

Staff is working with the required agencies to develop an acceptable repair for the failed culvert on 28<sup>th</sup> Avenue NE. We will continue to maintain and assess the roadway in its current configuration.



### Human Resources Department

- AWC Trust announced the City of Lake Forest Park was one of 117 Trust members to earn the 2024 WellCity distinction by making an outstanding commitment to employee health. Each 2024 WellCity recipient receives a 2% premium discount on their AWC Employee Benefit Trust active medical premiums in 2025. A big thank you to all the City's staff who participated in last year's wellness activities to help us achieve the WellCity recognition and premium discount again this year!
- Selected candidates were interviewed for the Urban Forest Planner position and an offer was made to Drue Morris. Drue's first day will be March 18, 2024. Drue recently worked for the City of Bainbridge Island and brings a wealth of knowledge and passion

for the work. The Community Development Department is very excited for her to join the team.

- HR Director Moore attended the webinar, “Cultivating Relational Partnerships to Support Marginalized Communities” hosted by Kid’s Mental Health Pierce County.  
*Webinar Description: Relational partnerships center the needs and values of marginalized communities in decision making. As educators, mental health professionals, community organizations, etc., it is important that we shift away from decision making strategies that do not incorporate the voices of our most vulnerable citizens. The relational partnership framework, adopted from the Washington State Office of Equity, aids community stakeholders in learning fundamental interpersonal skills and values that foster relational partnerships. Participants will learn the seven strategies that aid in building relational partnerships and consider how to integrate them into daily interactions, policy, and practice.*
- Job openings for both Summer and Seasonal Maintenance Worker positions have been posted to the City’s website. Applicants are being reviewed as they come in and interviews scheduled/conducted with selected candidates.
- The City has received one application for the Civil Service Commission, position 3 vacancy.
- HR Director Moore has established a new monthly employee newsletter. The purpose of the newsletter is to share relevant information with staff including department updates, employee events, wellness tips, benefit information, etc.
- Maintenance Worker Adam Braaten will be retiring this month (March) after 21 years of service to the community of Lake Forest Park. We wish him all the best in his future endeavors.

### **Community Development Department**

- Comprehensive Plan Periodic Update- The Community Development Director presented a general overview and status update to the City Council on the Comprehensive Plan Periodic Update at the February 22, 2024, regular meeting and be available for questions. In March, the Planning Commission will begin to discuss and review the integration of the Climate Action Plan and a new requirement for a Climate Element by 2029, with Greenhouse Gas and Resiliency sub-elements. The draft Transportation Element will also take shape.
- Permit Activity Data- Due to 29 days in February calendar, data for received applications and payments in the Community Development Department will be collected, compiled and shared later in March.
- ADU/DADU Permit Data- The Community Development Department is in the process of compiling data for the number of Accessory Dwelling Units (ADU) and Detached Accessory Dwelling Units applied for and issued since the associated development

regulation updates were completed by the City. We expect to have that review completed and data available in early April 2024.

## **Municipal Services Department**

### **Passport Services**

During the month of January, we processed 336 passports with 192 photos for a total revenue of \$15,600. By way of comparison, in January 2023, there was a revenue of \$15,765.

During the month of February, we processed 402 passports with 251 photos for a total revenue of \$19,090. By way of comparison, in February 2023, there was a revenue of \$15,435.

<b>Month</b>	<b>Passport Revenue</b>	<b>Photo Revenue</b>	<b>Total</b>
<b>January</b>	\$11,760	\$3,840	\$15,600
<b>February</b>	\$14,070	\$5,020	\$19,090

### **Records Requests**

For January and February, 24 police department record requests and 28 public record requests were made. There are currently 15 open records requests, and staff has spent over 45 hours responding to records requests.

### III. Council Information



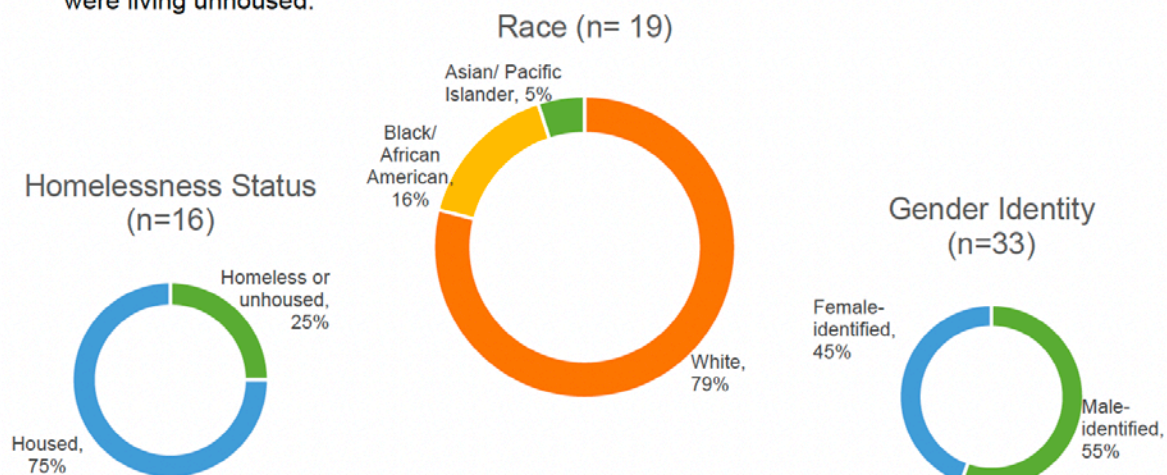
#### 2023 Lake Forest Park City Report

**Total served: 39    Total Encounters: 221**

Established in 2023 by an inter-local agreement between the North King County cities of Shoreline, Lake Forest Park, Kenmore, Bothell and Kirkland, the Regional Crisis Response (RCR) Agency provides behavioral health first response services via the public safety system. RCR Crisis Responders deploy to people in crisis in our community who call 911, to improve outcomes and reduce reliance on the crisis system by connecting people to the community of care.

During 2023 in the city of Lake Forest Park, RCR Crisis Responders provided services for 39 people in crisis, during a total of 221 encounters. Encounters could range from a multi-hour crisis de-escalation to a short follow-up check in to ensure that someone has been effectively connected to care.

Of those individuals served for whom race data was available (n=19), 79% were White, and 21% were Black, Indigenous or People of Color (BIPOC). 26% were seniors/ older adults- a significantly higher percentage than in the other RCR cities. 61% identified as male, and 39% identified as female. About a quarter of those for whom data was available were living unhoused.



#### IV. Response to Citizen and Council Comments

#### V. Contract Reporting

Two agreements were administratively approved during the reporting period: AG-24-009, Cascadia Consulting Group, Inc./Professional Services Agreement for Review of the Climate Action Plan and AG-24-011, Pendleton Consulting, LLC/Professional Services Agreement for City Council Retreat Facilitation.

#### VI. Legislative Update

#### VII. Community Events



The LFP Green Fair is back! All are welcome and invited to attend this free event! Local organizations and businesses will be there to answer your questions regarding composting, recycling, reducing waste, natural yard care, water conservation, environmentally safe products, and more!

The fair is hosted at Third Place Commons (top floor) from 10:00 a.m. to 2:00 p.m. March 30, 2024. Bring your friends, neighbors, and family to come on down for some fun, learn something new, and take home some giveaways!

#### VIII. Upcoming City Sponsored Events

**IX. Meetings Calendar****1. [Planning Commission Meeting \(hybrid meeting\)](#)**

March 12, 2024, 7:00 PM - 9:00 PM @ City Hall and via Zoom

**2. [CANCELED City Council Work Session \(hybrid meeting\)](#)**

March 14, 2024, 6:00 PM – CANCELED

**3. [CANCELED City Council Regular Meeting \(hybrid meeting\)](#)**

March 14, 2024, 7:00 PM - CANCELED

**4. [North King County Coalition on Homelessness](#)**

March 21, 2024, 1:00 PM - 2:30 PM

**5. [City Council Budget & Finance Committee Meeting \(hybrid meeting\)](#)**

March 21, 2024, 6:00 PM - 7:30 PM @ City Hall and via Zoom

**6. [City Council Special Meeting Retreat \(hybrid meeting\)](#)**

March 23, 2024, 9:00 AM - 5:00 PM @ Hybrid format via Zoom and at The Lodge at St. Edward State Park, 14477 Juanita Drive NE, Kenmore, WA 98028.

**7. [City Council Committee of the Whole Meeting \(hybrid meeting\)](#)**

March 25, 2024, 6:00 PM - 7:30 PM @ City Hall and via Zoom

**8. [Parks and Recreation Advisory Board Meeting \(hybrid meeting\)](#)**

March 26, 2024, 7:00 PM - 9:00 PM @ City Hall and via Zoom

**9. [City Council Regular Meeting \(hybrid meeting\)](#)**

March 28, 2024, 7:00 PM - 9:00 PM @ City Hall and via Zoom