



**City of Lake Forest Park
CITY COUNCIL REGULAR BUSINESS MEETING
Thursday, April 14, 2016
7:00 p.m.
Lake Forest Park City Hall
17425 Ballinger Way NE
PROPOSED AGENDA**

1. **7:00 p.m. Call to Order**
2. **Proclamation for Councilmember Hilda Thompson**
3. **7:05 p.m. Recess to Reception for Councilmember Hilda Thompson**
4. **7:20 p.m. Reconvene City Council Meeting**
5. **Pledge of Allegiance**
6. **Adoption of Agenda**
7. **Proclamation - Commemoration of Earth Day and Arbor Day**
Documents: [Proclamation Earth Day Arbor Day 2016.pdf](#)
8. **Proclamation - Sexual Assault Prevention Month**
Documents: [Proclamation Sexual Assault Awareness Month 2016.pdf](#)
9. **Citizen Comments**
10. **Consent Calendar**

March 19, 2016 Special Meeting Retreat Notes

Documents: [SPECIAL City Council Retreat Notes March 19 2016_DRAFT.pdf](#)

March 24, 2016 Council Regular Business Meeting Minutes

Documents: [Council Regular Meeting Minutes March 24 2016 DRAFT.pdf](#)

Approval of City Expenditures for Period Ending April 14, 2016

Resolution 1548/Authorizing Council to Accept Work for the NE 178th Street Roadway Improvements Phase 2 Project

Documents: [Resolution 1548 Accepting NE 178th Street Improvements.pdf](#)

Resolution 1549/Authorizing Mayor to Sign Supplemental Agreement No. 4 with Gray & Osborne, Inc., for Construction Management Services for the NE 178th Street Improvements Phase 2 Project

Documents: [Resolution 1549 Supplemental Agreement No. 4 with Gray_Osborne, Inc..pdf](#)

Resolution 1551/Authorizing Mayor to Sign Amendment No. 1 to the 2015/2016 Interagency Agreement with the Washington Traffic Safety Commission

Documents: [Resolution 1551 Amendment 1 to 2015-2016 IAA with WTSC.pdf](#)

11. Ordinances and Resolutions

Resolution 1550/Coalition of Small Police Agencies Financial Services Support

Documents: [Resolution 1550 Small Police Agencies Coalition Finances.pdf](#)

Ordinance 1120/Amending Lake Forest Park Municipal Code 2.40.195, Civil Service Rules, Lateral Entry

Documents: [Ordinance 1120 Amendment to Civil Service Rules.pdf](#)

Ordinance 1121/Reauthorizing the Police Department FTE Authorized in Ordinance 1099

Documents: [Ordinance 1121 Reauthorize PD FTE Budget Amend.pdf](#)

12. Council Action or Discussion

Filling Vacant Council Position

Documents: [Filling Vacant Council Position.pdf](#)

13. Council Committee Reports

14. Council/Mayor/City Administrator Reports

City Administrator's Report - April 14, 2016

Documents: [City Administrator Report - April 14, 2016.pdf](#)

15. Other Business

16. 9:00 p.m. Adjourn

17. Future Schedule

Thursday, April 21, 2016 Council Budget & Finance Committee 6 pm
Monday, April 25, 2016 Council Communications Committee 4:30 pm
Monday, April 25, 2016 Council Committee of the Whole Meeting 6 pm
Thursday, April 28, 2016 City Council Regular Business Meeting 7 pm
Thursday, May 12, 2016 City Council Work Session Meeting 6 pm
Thursday, May 12, 2016 City Council Regular Business Meeting 7 pm

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



PROCLAMATION

Commemoration of Earth Day and Arbor Day

WHEREAS, Earth Day is celebrated on April 22 and Arbor Day on April 29; and

WHEREAS, both days present a time to recognize the importance of preserving our natural resources; and

WHEREAS, the City of Lake Forest Park recognizes the benefits of its urban forests for improving air and water quality, combating climate change and generally enhancing the quality of life; and

WHEREAS, the City of Lake Forest Park is a designated “Tree City” for the eleventh year; and

WHEREAS, the City of Lake Forest Park wants to reduce greenhouse gas emissions that contribute to climate change; and

WHEREAS, we are all stewards of this earth and have a responsibility to preserve it for future generations.

NOW, THEREFORE, I, Jeff Johnson, Mayor of the City of Lake Forest Park, the City Council concurring, do hereby call upon all citizens of Lake Forest Park to join us in preserving and enhancing our natural environment and by commemorating Earth Day and Arbor Day in Lake Forest Park in 2016.

Jeff Johnson, Mayor

April 14, 2016

Date



PROCLAMATION Sexual Assault Awareness Month

WHEREAS, Sexual Assault Awareness Month calls attention to the fact that sexual violence is widespread and impacts every person in this community; and

WHEREAS, rape, sexual assault, and sexual harassment harm our community, and statistics show one in five women and one in 71 men will be raped at some point in their lives; and

WHEREAS, child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience a sexual assault before age 18; and

WHEREAS, young people experience heightened rates of sexual violence, and youth ages 12 -17 were 2.5 times as likely to be victims of rape or sexual assault; and

WHEREAS, on campus, one in five women and one in 16 men are sexually assaulted during their time in college; and

WHEREAS, we must work together to educate our community about sexual violence prevention, supporting survivors, and speaking out against harmful attitudes and actions; and

WHEREAS, prevention is possible when everyone gets involved, and the first step is increasing education, awareness, and community involvement; it's time for all of us to take action to create a safer environment for all.

NOW, THEREFORE, I, Jeff Johnson, Mayor of the City of Lake Forest Park, the City Council concurring, do hereby call upon all citizens of Lake Forest Park to join me in taking action to prevent sexual violence and proclaim April as

Sexual Assault Awareness Month

and each year is an opportunity to create change for the future.

Jeff Johnson, Mayor

Date

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City of Lake Forest Park
SPECIAL CITY COUNCIL MEETING RETREAT NOTES
March 19, 2016
11:00 am

Councilmembers present: Catherine Stanford, Deputy Mayor; Tom French, Phillippa Kassover, Mark Phillips, John Resha, John Wright

Councilmembers absent: Hilda Thompson

Staff present: Jeff Johnson, Mayor; Pete Rose, City Administrator; Steve Sutton, Chief of Police; Frank Zenk, Director of Public Services; Chris Bothwell, Finance Director; Neil Jensen, City Engineer; Lee Aalund, Administrative Services Manager; Aaron Halverson, Environmental Programs Manager; Kelley Gradwohl, Court Administrator; Evelyn Jahed, City Clerk

Others present: 11 visitors

Call to Order

Chair Catherine Stanford called the March 19, 2016 Special City Council Meeting Retreat to order at 11:02 am.

Councilmembers and Leadership Team continued discussion of the strategic plan facilitated by consultant, Rich Callahan. Discussion followed on the draft framework plan and the draft work plan. They also reviewed and developed next steps for carrying out the City's Strategic Plan.

Adjournment

There being no further discussion, the meeting was adjourned at 2:46 p.m.

Catherine Stanford, Chair

Evelyn Jahed, City Clerk

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CITY OF LAKE FOREST PARK
CITY COUNCIL REGULAR BUSINESS MEETING MINUTES
March 24, 2016

6 **Councilmembers present:** Catherine Stanford, Deputy Mayor; Tom French, Council Chair;
7 Phillippa Kassoover, Mark Phillips, John Resha, Hilda Thompson, John Wright

8
9 **Councilmembers absent:** none

10
11 **Staff present:** Jeff Johnson, Mayor; Pete Rose, City Administrator; Kim Adams Pratt, City
12 Attorney; Steve Sutton, Police Chief; Lee Aalund, Administrative Services Manager; Paul
13 Armbrust, Police Captain; Mike Harden, Administrative Sergeant; JoAnne Trudel, Deputy
14 City Clerk

15
16 **Others present:** 4 visitors

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18 **CALL TO ORDER**

19
20 Mayor Johnson called the March 24, 2016 City Council regular business meeting to order at
21 7:01 p.m.

22
23 **FLAG SALUTE**

24
25 Cmbr. Wright led the Council in the Pledge of Allegiance.

26
27 **ADOPTION OF AGENDA**

28
29 **Cmbr. Stanford moved** to adopt the agenda as presented. **French seconded. The motion**
30 **to adopt the agenda as presented carried unanimously.**

31
32 **PRESENTATION – 2015 Police Department Report**

33
34 Police Chief Sutton, assisted by Captain Armbrust and Sergeant Harden, presented the 2015
35 Police Department Report and responded to questions.

36
37 **CITIZEN COMMENTS**

38
39 The following members of the audience shared comments with the Council:

- 40
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43
- Julian Anderson, 3377 NE 178th Street, Lake Forest Park (trees)
 - Mike Dee, 17240 Gehr Erickson Road, Lake Forest Park (meeting procedures)

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2 **CONSENT CALENDAR**
3

4 **Cmbr. Stanford moved** to adopt the Consent Calendar as presented:
5

- 6 1. March 10, 2016 Council Work Session Minutes
7 2. March 10, 2016 Council Regular Business Meeting Minutes
8 3. Approval of City Expenditures for the period ending March 24, 2016, covering Claims Fund
9 Check Nos. 72628 through 72714, in the amount of \$364,180.75; and Payroll Fund ACH
10 Transactions and Check Nos. 12728 through 12736, in the amount of \$257,042.99,
11 approved for payment on March 24, 2016.
12

13 **Cmbr. Resha seconded. The motion to approve the Consent Calendar as presented**
14 **carried unanimously.**
15

16 **ORDINANCE 1119/AMENDING A POSITION TITLE AND SALARY SCHEDULE OF THE 2015-2016**
17 **ADOPTED BUDGET TO ENABLE A PRINCIPAL PLANNER POSITION IN THE PLANNING &**
18 **BUILDING DEPARTMENT**
19

20 Administrative Services Manager Aalund presented the item.
21

22 **Cmbr. Resha moved** to adopt Ordinance 1119 as presented. **Stanford seconded. The**
23 **motion to adopt Ordinance 1119 as presented carried unanimously.**
24

25 **Council Committee Reports/Council/Mayor/City Administrator Reports**
26

27 The Councilmembers reported on various internal and external meetings attended.
28

29 **Executive Session**
30

31 At 8:15 p.m., the Council went into Executive Session for approximately 21 minutes, to review
32 the performance of a public official, pursuant to RCW 42.30.110(1)(g); discuss pending and
33 potential litigation, pursuant to RCW 42.30.110(1)(l). It was announced action is anticipated
34 following the Executive Session.
35

36 At 8:35 p.m. it was announced the Executive Session would continue an additional 10 minutes.
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38 At 8:45 p.m., it was announced the Executive Session would continue an additional 5 minutes.
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40 The Council returned from Executive Session at 8:55 p.m.
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Approve Amendment No. 2 to the Employment Agreement with C. Stephen Sutton

Following the Executive Session, City Administrator Rose announced the recommended approval of Amendment No. 2 to the Employment Agreement with C. Stephen Sutton, Police Chief.

Cmbr. Stanford moved to approve Amendment No. 2 to the Employment Agreement with C. Stephen Sutton for Police Chief. **French seconded. The motion to approve the amendment as presented carried unanimously.**

ADJOURNMENT

At 8:58 p.m., Cmbr. Stanford moved to adjourn the meeting. **Resha seconded. The motion to adjourn carried unanimously.**

Jeff Johnson, Mayor

JoAnne Trudel, Deputy City Clerk

Lake Forest Park City Council

Agenda Cover Sheet

Meeting Date 4/14/2016

Title Resolution 1548/Accepting the NE 178th Street Improvements
Phase 2 Project

Item Type

- | | |
|--|--|
| <input type="checkbox"/> Work Session | <input checked="" type="checkbox"/> Ordinances & Resolutions |
| <input type="checkbox"/> Proclamation | <input type="checkbox"/> Introduction/Referral |
| <input type="checkbox"/> Special Presentation | <input type="checkbox"/> Council Discussion |
| <input type="checkbox"/> Public Hearing | <input checked="" type="checkbox"/> Action |
| <input checked="" type="checkbox"/> Consent Calendar | <input type="checkbox"/> Council Discussion/Action |
| <input type="checkbox"/> Final Confirmation | |

Originating Department Public Works

Contact Person Neil Jensen

Legislative History

- Council Regular Meeting 5/28/2015 Award of Contract
- Council Regular Meeting 4/14/2016 Final Acceptance

Attachments:

1. Resolution 1548
-

Executive Summary

Construction is complete on the NE 178th Street Improvements Phase 2 Project, and it has been determined that KLB Construction, Inc. has satisfactorily completed the work in accordance with the contract documents. Acceptance of the project commences a required reporting and lien period in advance of the contractor receiving the retainage/bond withholding for the project. If the contract has been completed, the Council should accept the work.

Background

At the regularly scheduled City Council meeting on May 28, 2015, City Council awarded the construction contract for the NE 178th Street Improvements Phase 2 Project to KLB Construction, Inc. of Mukilteo, WA in the amount of \$2,473,048.24. The final contract amount is \$2,322,895.90.

Fiscal & Policy Implications

The retainage/bond has already been withheld. Upon satisfactory reporting to the state agencies (such as L&I) and the expiration of the lien period for claims against the project, the remaining payment is due to the contractor.

Alternatives

<i>Option</i>	<i>Results</i>
<ul style="list-style-type: none">Choose to not accept the work	Construction contract would remain open

Staff Recommendation

Management is recommending that City Council accept the work by KLB Construction, Inc. for the NE 178th Street Improvements Phase 2 Project and begin the lien period.

Legal Review

Type of Document	Title of Document	Date Reviewed by Legal Counsel
<i>Resolution</i>	<i>Resolution 1548/Accepting the NE 178th Street Improvements Phase 2 Project.</i>	<i>04/07/16</i>

RESOLUTION NO. 1548

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, ACCEPTING THE NE 178TH STREET IMPROVEMENTS PHASE 2 PROJECT

WHEREAS, the City of Lake Forest Park, a municipal corporation (the “City”), entered into a contract for the construction of the NE 178th Street Improvements Phase 2 Project with KLB Construction Inc. (the “Contractor”) dated June 11, 2015; and

WHEREAS, the City has accepted the work on the project as complete; and

WHEREAS, the City has not received any disputed claims from the Contractor for additional compensation related to extra work, changed conditions, or extended overhead; and

WHEREAS, the public interest is served by accepting the project.

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

Section 1. ACCEPTANCE. The City Council of the City of Lake Forest Park resolves that the City gives final acceptance of the NE 178th Street Improvements Phase 2 Project performed under the contract with KLB Construction, Inc., dated June 11, 2015 subject to all contractual warranties; and that the period in which liens against retainage must be filed commences as of this date.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 14th day of April, 2016.

APPROVED:

Jeff Johnson
Mayor

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ATTEST/AUTHENTICATED:

Evelyn Jahed
City Clerk

FILED WITH THE CITY CLERK: April 8, 2016
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 154

Lake Forest Park City Council

Agenda Cover Sheet

Meeting Date 4/14/2016

Title Resolution 1549/Authorizing Mayor to Sign Supplemental Agreement No. 4 with Gray & Osborne, Inc. for Construction Management Services for the NE 178th Street Improvements Phase 2 Project

Item Type

- | | |
|--|--|
| <input type="checkbox"/> Work Session | <input checked="" type="checkbox"/> Ordinances & Resolutions |
| <input type="checkbox"/> Proclamation | <input type="checkbox"/> Introduction/Referral |
| <input type="checkbox"/> Special Presentation | <input type="checkbox"/> Council Discussion |
| <input type="checkbox"/> Public Hearing | <input checked="" type="checkbox"/> Action |
| <input checked="" type="checkbox"/> Consent Calendar | <input type="checkbox"/> Council Discussion/Action |
| <input type="checkbox"/> Final Confirmation | |

Originating Department Public Works

Contact Person Neil Jensen

Legislative History

- | | |
|----------------------------|-------------------------|
| • Ordinances & Resolutions | 9/26/13 Regular Meeting |
| • Ordinances & Resolutions | 1/9/14 Regular Meeting |
| • Ordinances & Resolutions | 2/26/15 Regular Meeting |

Attachments:

1. Resolution 1549
 2. Supplemental Agreement No. 4
-

Executive Summary

Supplemental Agreement No. 4 covers the cost of additional construction management services for the NE 178th Street Phase 2 project.

Background

At the regularly scheduled City Council meeting on September 26, 2013, City Council authorized the Mayor to sign a professional services agreement with Gray & Osborne, Inc. (G&O) for design services associated with the NE 178th Street Improvements Phase 2 Project in the amount of \$193,944. At the regularly scheduled City Council meeting on January 9, 2014, City Council authorized the Mayor to sign Supplemental Agreement No. 1 to the original G&O agreement, increasing the revised agreement amount by \$29,114 to \$223,058. Supplemental Agreement No. 1 covered the additional cost of designing a culvert replacement for McAleer Creek under NE 178th Street which became possible due to the City successfully acquiring additional project grant funding.

At the regularly scheduled City Council meeting on February 26, 2015, City Council authorized the Mayor to sign Supplemental Agreement No. 2 to the original G&O agreement. Supplemental Agreement No. 2 covered the cost of construction management services and increased the total contract amount by \$164,500 resulting in a total not-to-exceed amount of \$387,558.

On March 24, 2016, Mayor Johnson signed Supplemental Agreement No. 3, which extended the contract time for completion to June 30, 2016.

Supplemental Agreement No. 4 includes the cost of additional construction management services described in Exhibit B and increases the total contract amount by \$6,600 as detailed in Exhibit A resulting in a total not-to-exceed amount of \$394,158.

Fiscal & Policy Implications

The financial impact is \$6,600. Existing project budget is available to cover the additional costs.

Alternatives

<i>Option</i>	<i>Results</i>
<ul style="list-style-type: none"> Leave the agreement as is without modification 	Inability to pay consultant for services rendered

Staff Recommendation

Management is recommending that City Council authorize the Mayor to sign Supplemental Agreement Number 4 with Gray & Osborne, Inc. increasing the contract not-to-exceed amount by \$6,600 to \$394,158.

Legal Review

Type of Document	Title of Document	Date Reviewed by Legal Counsel
<i>Resolution</i>	<i>Resolution 1549/Authorizing Amendment No. 4 with Gray & Osborne for Construction Management Services for the NE 178th Street Improvements Phase 2 Project</i>	<i>4/8/2016</i>

RESOLUTION NO. 1549

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON AUTHORIZING THE MAYOR TO SIGN SUPPLEMENTAL AGREEMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GRAY & OSBORNE, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE NE 178TH STREET IMPROVEMENTS PHASE 2 PROJECT

WHEREAS, the City Council at the regularly scheduled City Council meeting on September 26, 2013 adopted Resolution 1365 authorizing the Mayor to sign a professional services agreement with Gray & Osborne, Inc. in the amount of \$193,944 for design of the NE 178th Street Phase 2 Roadway Improvements project; and

WHEREAS, the City Council at the regularly scheduled City Council meeting on January 9, 2014 adopted Resolution 1389 authorizing the Mayor to sign Supplemental Agreement Number 1 to the professional services agreement with Gray & Osborne, Inc. in the amount of \$29,114 for additional design of the NE 178th Street Phase 2 Roadway Improvements project; and

WHEREAS, the City Council at the regularly scheduled City Council meeting on February 26, 2015 adopted Resolution 1470 authorizing the Mayor to sign a Supplemental Agreement Number 2 to the professional services agreement with Gray & Osborne, Inc. in the amount of \$164,500 for construction management tasks associated with the NE 178th Street Phase 2 Roadway Improvements project; and

WHEREAS, the Mayor on March 24, 2016 signed Supplemental Agreement Number 3 to the professional services agreement with Gray & Osborne, Inc. extending the time for completion; and

WHEREAS, the City desires to modify the scope of work to include additional construction management tasks; and

WHEREAS, Gray & Osborne has estimated the cost of these additional tasks to be \$6,600; and

WHEREAS, the City Council wishes to authorize the Mayor to sign Supplemental Agreement Number 4 to the Professional Services Agreement to adjust the scope and total compensation not to exceed \$394,158 as set forth in Supplemental Agreement Number 4 attached hereto as Attachment 1.

WHEREAS, the city attorney has reviewed and approved the proposed agreement.

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2 **NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of
3 Lake Forest Park as follows:
4

5 Section 1. The City Council of the City of Lake Forest Park
6 authorizes the Mayor to execute Supplemental Agreement Number 4 to the
7 Professional Services Agreement with Gray & Osborne, Inc., attached as
8 Attachment 1 to this resolution.
9

10 Section 2. CORRECTIONS. The City Clerk is authorized to make
11 necessary corrections to this resolution including, but not limited to, the
12 correction of scrivener's/clerical errors, references, resolution numbering,
13 section/subsection numbers and any references thereto.
14

15 **PASSED BY A MAJORITY VOTE** of the members of Lake Forest
16 Park City Council this 14th day of April, 2016.
17

18 APPROVED:
19
20

21 _____
22 Jeff Johnson
23 Mayor
24

25 ATTEST/AUTHENTICATED:
26
27

28 _____
29 Evelyn Jahed
30 City Clerk
31

32 FILED WITH THE CITY CLERK: April 8, 2016
33 PASSED BY THE CITY COUNCIL:
34 RESOLUTION NO.: 1549



Supplemental Agreement Number <u>4</u>		Organization and Address Gray & Osborne, Inc. 701 Dexter Avenue North, Suite 200 Seattle, Washington 98109	
Original Agreement Number		Phone: (206) 284-0860	
Project Number <u>STP (U)2120(001)</u>	Execution Date 10/10/2013	Completion Date 6/30/2016	
Project Title NE 178th Street Improvement - Phase 2	New Maximum Amount Payable \$ 394,158.00		
Description of Work Provide additional construction management services as described in Exhibit B.			

The Local Agency of Lake Forest Park
desires to supplement the agreement entered into with Gray & Osborne, Inc.
and executed on 10/10/2013 and identified as Agreement No. _____

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See Exhibit B.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: remains unchanged.

III

Section V, PAYMENT, shall be amended as follows:

The total additional payment request is \$6,600 (see Exhibit A).

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Michael B. Johnson, P.E., President

By: _____



Consultant Signature

Approving Authority Signature

Date

EXHIBIT "A"

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

*City of Lake Forest Park
NE 178th Street Improvements Phase 2 - Supplement No 4: Additional CM Services*

Tasks	Project Manager Hours	Civil Engr. Hours	Resident Engineer Hours	Environment al Tech./ Specialist Hours
1 Prepare HPA Modification 1 and 2, Creek Inspection	8			13
2 Provide Inspection Service	2		16	
3 Additional Pay Estimates and Certified Payroll Tracking	2	12		
Hour Estimate:	12	12	16	13
Direct Salary Cost	\$44.00	\$36.00	\$36.00	\$38.00
Direct Labor Cost:	\$528	\$432	\$576	\$494

Total Direct Labor Cost (DLC):	\$ 2,030
Overhead (OH Cost - Incl. Salary Additives) OH Rate x DLC of 192.26% x \$2,030	\$ 3,903
Total DLC and Overhead	\$ 5,933
Fixed Fee (FF) FF Rate @ 30% of \$2,030	\$ 609
Reimbursables	\$ 58
TOTAL ESTIMATED COST:	\$ 6,600

EXHIBIT B

SCOPE OF WORK

LAKE FOREST PARK NE 178TH STREET IMPROVEMENTS – PHASE 2 SUPPLEMENT NO. 4: ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES

The Consultant shall perform additional work required to assist the City during the construction phase of the project.

<u>Task No.</u>	<u>Task</u>
1.	HPA Modifications and Creek Inspection – Prepare two expedited HMA modifications in order to allow for beaver dam modifications and eventually for beaver dam removal on Hillside Creek, adjacent to the project site. Beaver activity during construction caused the localized water table to elevate which threatened to impact the construction work. The City needed to expedite modifications to the HPA in order to allow construction to continue in the area. Provide a fish survey inspection on Hillside Creek for reporting to the Department of Fish and Wildlife.
2.	Inspection Services – Provide 2 days of field inspection services on days when the City’s inspector was unavailable.
3.	Additional Pay Estimates and Certified Payroll Tracking – Prepare two additional monthly progress (pay) estimates and extended certified payroll tracking, due to extended contract completion time. The Contract was not completed in January due to suspensions for suitable weather and temperature and due to additional change order work.

Lake Forest Park City Council

Agenda Cover Sheet

Meeting Date 4/14/2016

Title Resolution 1551/Authorizing the Mayor to Sign Amendment No. 1 to the 2015/2016 Interagency Agreement with the Washington Traffic Safety Commission

Item Type

- | | |
|---|--|
| <input type="checkbox"/> Work Session | <input checked="" type="checkbox"/> Ordinances & Resolutions |
| <input type="checkbox"/> Proclamation | <input checked="" type="checkbox"/> Introduction |
| <input type="checkbox"/> Special Presentation | <input checked="" type="checkbox"/> Council Discussion |
| <input type="checkbox"/> Public Hearing | <input checked="" type="checkbox"/> Action |
| <input type="checkbox"/> Consent Calendar | <input type="checkbox"/> Council Discussion/Action |
| <input type="checkbox"/> Final Confirmation | |

Originating Department Police

Contact Person Chief Steve Sutton

Legislative History

- Action 4/14/2016
-

Attachments:

1. Resolution 1551
 2. Amendment No. 1
 3. Original Interagency Agreement
-

Executive Summary

The Washington Traffic Safety Commission has authorized additional funding for the City of Lake Forest Park to participate in its Spring Distracted Driver Effort.

Background

The Lake Forest Park Police Department has been awarded traffic safety funds to participate in a countywide effort to reduce traffic related deaths and serious injuries from impaired drivers. The Washington Traffic Safety Commission is coordinating multijurisdictional enforcement teams called "Target Zero" teams, whose goal is to reduce the number of people killed or seriously injured by impaired drivers in King County through aggressive, multi-jurisdictional, high-visibility patrols using an integrated systems approach to traffic safety which is evidenced-based and targets the locations where the most safety benefit can be realized.

The Amendment adds an additional \$2,000 to the total grant award. This additional fund allocation will support the King County Cell Phone Distraction Campaign from April 15-30, 2016.

Fiscal & Policy Implications

No fiscal or policy implication.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none"> • Don't accept the funds 	Less enforcement

Staff Recommendation

Authorize the Mayor to sign Amendment No. 1 to the Interagency Agreement between the City of Lake Forest Park and the WTSC.

Legal Review

Type of Document	Title of Document	Date Reviewed by Legal Counsel
<i>Resolution</i>	<i>Resolution 1551/Authorizing Amendment No. 1 to WTSC Interagency Agreement</i>	<i>4/1/16</i>

RESOLUTION NO. 1551

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT #1 TO THE 2015/2016 INTERAGENCY AGREEMENT WITH THE WASHINGTON TRAFFIC SAFETY COMMISSION

WHEREAS, the Washington Traffic Safety Commission (“WTSC”) has authorized additional funding to the City of Lake Forest Park to participate in the Spring Distracted Driver effort; and

WHEREAS, the City of Lake Forest Park desires the Mayor to execute Amendment #1 to the 2015/2016 Interagency Agreement with the WTSC, which provides for the additional funding; and

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

Section 1. AUTHORIZATION. The Mayor is hereby authorized to execute Amendment #1 to the 2015/2016 Interagency Agreement with the WTSC, attached hereto as Exhibit A.

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

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 14th day of April, 2016.

APPROVED:

Jeff Johnson
Mayor

ATTEST/AUTHENTICATED:

Evelyn Jahed
City Clerk

1
2 FILED WITH THE CITY CLERK: April 8, 2016
3 PASSED BY THE CITY COUNCIL:
4 RESOLUTION NO.: 1551

Attachment 2
**AMENDMENT #1
TO
INTERAGENCY AGREEMENT
BETWEEN
LAKE FOREST PARK POLICE DEPARTMENT AND
WASHINGTON TRAFFIC SAFETY COMMISSION**

The above-referenced Interagency Agreement between the Washington Traffic Safety Commission (WTSC) and Lake Forest Park Police Department (AGENCY) is hereby amended as follows:

COMPENSATION AND CONDITIONS

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the Statement of Work will not exceed **\$9900.00**. Funds break down into the following enforcement overtime categories:

Impaired Driving Patrols: \$5000.00
Grant Award # MAP-21 Section 405d; CFDA # 20.616

Statewide Seat Belt Patrols: \$1200.00
Grant Award # MAP-21 Section 405b; CFDA # 20.616

Statewide Distracted Driving Patrols: \$1500.00
Grant Award # Section 402; CFDA # 20.600

Flex Funding: \$2200.00
(Local DUI, Speed, Distracted, and Seat Belt Patrols)
Grant Award # Section 402; CFDA # 20.600
Grant Award # MAP-21 Section 405d; CFDA # 20.616

Motorcycle Safety: \$0
Grant Award # Section 402; CFDA # 20.600

NEW:
King County Distracted Driving Patrols: \$2000.00
Grant Award # Section 405b; CFDA # 20.616

These funds shall not be commingled and are only to be utilized for the specified emphasis area.

SWV
(Agency) Statewide Vendor Number

STATEMENT OF WORK (for additional funds)

2. SCOPE OF WORK:

King County Distracted Driving

Agency may engage in multijurisdictional HVE distracted driving focused patrols, as part of the county effort, for all or part the following dates:

King County Cell Phone Distraction Campaign – April 15 – 30, 2016

These patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the King County Target Zero Task Force. Wherever possible these patrols shall occur in areas with the highest number of cell phone distracted driving violations.

Law enforcement officers will complete the Emphasis Patrol Activity Logs and forward to their Target Zero Manager within 48 hours of the completion of the distracted driving patrols.

Funds permitting, the Task Force may coordinate additional local HVE cell phone distracted driving patrols during the contract period. Dates may not coincide with any national/statewide or other local flex patrols. Dates of local patrols will be reported in advance to the WTSC on a quarterly basis by the King County Target Zero Managers. Only work done on Task Force/TZM pre-approved dates will be considered for reimbursement.

All other terms and conditions of the Interagency Agreement remain in full force and effect.

This AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment. This amendment is effective when it is fully executed below.

AGENCY

**WASHINGTON TRAFFIC
SAFETY COMMISSION**

Signature

Signature

Printed Name

Printed Name

Date

Date

ORIGINAL
AGREEMENT

MUNI SVCS DEPT

WTSC

Target Zero

City of LFP

AG-15-059

Attachment 3

RECEIVED

OCT 15 2015

Traffic Safety

INTERAGENCY AGREEMENT
BETWEEN
LAKE FOREST PARK POLICE DEPARTMENT AND
WASHINGTON TRAFFIC SAFETY COMMISSION

THIS AGREEMENT is made and entered into by and between the Lake Forest Park Police Department, hereinafter referred to as "AGENCY," and the Washington Traffic Safety Commission, hereinafter referred to as "WTSC."

THE PURPOSE OF THIS AGREEMENT is to provide funding for the Lake Forest Park Police Department to conduct multijurisdictional, high visibility enforcement (HVE) traffic safety emphasis patrols (as outlined in Exhibit A), in support of Target Zero priorities. **The Target Zero Manager (TZM) and/or Law Enforcement Liaison (LEL) assigned to the AGENCY's county shall coordinate the Scope of Work as outlined below** with the goal of reducing traffic related deaths and serious injuries.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The AGENCY shall conduct specific HVE patrols as described in the Statement of Work attached as Exhibit A and as coordinated by the local TZM and/or LEL.

PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence on October 1, 2015 and remain in effect until September 30, 2016 unless terminated sooner, as provided herein.

COMPENSATION AND CONDITIONS

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the Statement of Work will not exceed **\$9900.00**. Funds break down into the following enforcement overtime categories:

Impaired Driving Patrols: \$5000.00
Grant Award # MAP-21 Section 405d; CFDA # 20.616

Statewide Seat Belt Patrols: \$1200.00
Grant Award # MAP-21 Section 405b; CFDA # 20.616

Statewide Distracted Driving Patrols: \$1500.00
Grant Award # Section 402; CFDA # 20.600

Flex Funding: \$2200.00
(Local DUI, Speed, Distracted, and Seat Belt Patrols)
Grant Award # Section 402; CFDA # 20.600
Grant Award # MAP-21 Section 405d; CFDA # 20.616

Motorcycle Safety: \$0
Grant Award # Section 402; CFDA # 20.600

These funds shall not be commingled and are only to be utilized for the specified emphasis area.

**SWV 0018019-00
(Agency) Statewide Vendor Number**

PARTICIPATION REQUIREMENTS AND CONDITIONS:

For each of the emphasis patrols listed above, **Multijurisdictional High Visibility Enforcement Protocols**, as outlined in **Exhibit B** of this document, will be followed. Exceptions to these protocols may only be provided by the WTSC Program Manager.

Standardized Field Sobriety Testing (SFST) Training Requirement

The AGENCY certifies that all officers participating in traffic safety emphasis patrols are SFST trained. To meet this requirement:

- Officer must be BAC certified and have passed the SFST refresher training within the prior three years, or
- Officer must have successfully completed Advanced Roadside Impaired Driving Enforcement (ARIDE), or
- Officer must be a certified Drug Recognition Expert.

SHIFT LENGTH: The AGENCY will not schedule individual officer overtime shifts for longer than eight hours. (WTSC understands there may be instances when more than eight hours are billed because of DUI processing, etc.)

RESERVE OFFICERS: The AGENCY certifies that any reserve officer for whom reimbursement is claimed has exceeded his/her normal monthly working hours when participating in this emphasis patrol and is authorized to be paid the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 1.5 overtime rate.

DISPATCH: WTSC will reimburse communications officers/dispatch personnel for work on this project providing Agency has received prior approval from the designated TZM.

ALLOWABLE COSTS: The AGENCY will provide commissioned law enforcement with appropriate equipment (vehicle, radar, PBTs etc.) to participate in the emphasis patrols. WTSC will reimburse for overtime at 1.5 times officer's normal rate plus AGENCY's contributions to employee benefits including FICA, Medicare, Worker's Compensation and unemployment. The total cost of salary and benefits shall not be exceeded in any one funding category and funds may not be commingled between campaign areas.

PERFORMANCE STANDARDS

Participating law enforcement officers are required to make a minimum of 3 self-initiated contacts per hour of enforcement. Some violator contacts may result in related, time-consuming activity. This activity is reimbursable. Other activities, such as collision investigation or emergency response that are not initiated through emphasis patrol contact WILL NOT be reimbursed.

BILLING PROCEDURE

The AGENCY shall submit invoices for reimbursement with supporting documentation to WTSC monthly. All invoices for reimbursement shall be submitted using the A-19 attached as Exhibit C or its pre-approved equivalent. Payment to the AGENCY for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, **must be received by WTSC no later than July 31**. All invoices for goods or services performed on or prior to September 30, **must be received by WTSC no later than November 15**.

Claims for reimbursement must include:

a. Invoice Voucher (A19 Form).

- 1) Agency identified as the "Claimant"
- 2) Statewide Vendor Number
- 3) Federal Tax ID #
- 4) Original signature of the agency head, command officer or contracting officer, and
- 5) Other information denoted by arrows on the form.

b. Payroll support documents (WTSC Proof Of Overtime Form, signed overtime slips, or other agreed upon payroll documentation.)

c. Emphasis Patrol Activity Logs showing 3 or more self-initiated contacts per hour.

The Invoice Voucher (A19 Form), payroll supporting documents, and Emphasis Patrol Activity Logs shall be submitted to the appropriate TZM or LEL for review and approval. The TZM will forward these documents to WTSC for processing and payment.

OVERTIME REPORTING

The AGENCY agrees to have all personnel who work HVE patrols complete officer Emphasis Patrol Activity Logs and submit to the local TZM or LEL within 48 hours of the end of all shifts worked. These same logs will also be part of the required back-up attached to reimbursement requests as outlined above (detailed above.)

ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the WTSC.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement 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. Upon agreement by the AGENCY and the local TSM, allocation categories may be increased or decreased without amending this agreement PROVIDED THAT the increase in the allocation does not exceed 50% of the original agreed amount for the specific category. Any increase in allocation exceeding 50% will require an amendment to this document.

STATE AND FEDERAL TERMS AND CONDITIONS

ALL WRITINGS CONTAINED HEREIN

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

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the party, which consent shall not be unreasonably withheld. The AGENCY shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the Statement of Work outlined in Exhibit A. All third-party awards must allow for the greatest practical competition in accordance with applicable procurement rules and procedures.

ATTORNEYS' FEES

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

BUY AMERICA ACT

The AGENCY will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

CONFIDENTIALITY / SAFEGUARDING OF INFORMATION

The AGENCY shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the WTSC, or as may be required by law.

COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of OMB 2 CFR Part 225 and 49 CFR Part 18 for state and local agencies, OMB Circulars A-21 and A-110 for educational

institutions, and OMB Circular A-122 for nonprofit entities. The AGENCY shall not utilize Federal grant funds to replace routine and/or existing State or local expenditures; or utilize Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.

COVENANT AGAINST CONTINGENT FEES

The AGENCY warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the AGENCY for the purpose of securing business. The WTSC shall have the right, in the event of breach of this clause by the AGENCY, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the AGENCY (hereinafter in this section referred to as "prospective lower tier participant") is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under

48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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 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.

DRUG-FREE WORKPLACE

In accordance with the Drug-Free Workplace Act of 1988 (41 USC 8103 and 42 USC 12644), the AGENCY shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and shall specify the actions that will be taken against employees for violation of such provision. The AGENCY shall establish a drug-free awareness program and require that employees provide notification of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such incident. The AGENCY shall notify WTSC within ten days after such notification by an employee engaged in the performance of the grant. Within 30 days, the AGENCY will take appropriate personnel action against such employee, up to and including termination, and require the employee to participate satisfactorily in a drug

abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the AGENCY shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity if:

- (i) the entity in the preceding fiscal year received—
 - I. 80 percent or more of its annual gross revenues in Federal awards;
 - II. \$25,000,000 or more in annual gross revenues from Federal awards; and
- (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986;

FEDERAL LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;

- b. Terms and Conditions of this agreement;
- c. Any Amendment executed under this Contract;
- d. Any Statement of Work executed under this Contract; and
- e. Any other provisions of the agreement, including materials incorporated by reference.

INCOME

Income earned by the AGENCY with respect to the conduct of the Statement of Work (e.g. sale of publications, registration fees, service charges) must be accounted for and income applied to project purposes or used to reduce project costs.

INDEMNIFICATION

To the fullest extent permitted by law, the AGENCY shall indemnify, defend, and hold harmless state, agencies of state and all officials, agents and employees of state, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. The AGENCY's obligation to indemnify, defend, and hold harmless includes any claim by the AGENCY's agents, employees, representatives, or any subAGENCY or its employees

The AGENCY expressly agrees to indemnify, defend, and hold harmless the state for any claim arising out of or incident to AGENCY's or any subAGENCY's performance or failure to perform the Contract. The AGENCY's obligation to indemnify, defend, and hold harmless the state shall not be eliminated or reduced by any actual or alleged concurrent negligence of state or its agents, agencies, employees and officials.

The AGENCY waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless state and its agencies, officials, agents or employees.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

LICENSING, ACCREDITATION AND REGISTRATION

The AGENCY shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

NONDISCRIMINATION

The CONTRACTOR will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21);
- (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27);
- (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
- (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities;

- (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records;
- (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing;
- (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

In the event the CONTRACTOR is in non-compliance or refuses to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the WTSC. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

POLITICAL ACTIVITY (HATCH ACT)

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHT OF INSPECTION

The AGENCY shall provide right of access to its facilities to the WTSC, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

The AGENCY shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The AGENCY shall upon request make available to the WTS and the U.S. Secretary of the Department of Health & Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this contract.

RIGHTS IN DATA

Unless otherwise provided, data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act and shall be owned by the WTSC and the State Of Washington. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the AGENCY hereby irrevocably assigns all right, title, and interest in data, including all intellectual property rights, to the WTSC effective from the moment of creation. Data shall include, but not be 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.

The AGENCY may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by the National Highway Traffic Safety Administration (NHTSA) and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

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, the WTSC may terminate the contract under the "Termination for Convenience" clause, without the ten day notice requirement, subject to renegotiation at the WTSC's discretion under those new funding limitations and conditions.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State

practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

TAXES

All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the AGENCY or its staff shall be the sole responsibility of the AGENCY.

TERMINATION

Either party may terminate this Agreement upon thirty (30) days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If, for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure of violation is not corrected, this Interagency Agreement may be terminated immediately by written notice of the aggrieved party to the other.

TERMINATION FOR CONVENIENCE

Except as otherwise provided in this contract, the WTSC may, by 10 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, the WTSC 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.

TREATMENT OF ASSETS

1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the AGENCY, for the cost of which the AGENCY is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the WTSC upon delivery of such property by the AGENCY. Title to other property, the cost of which is reimbursable to the AGENCY under this contract, shall pass to and vest in the WTSC 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 the WTSC in whole or in part, whichever first occurs.
2. Any property of the WTSC furnished to the AGENCY shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this contract.
3. The AGENCY shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the AGENCY or which results from the failure on the part of the AGENCY to maintain and administer that property in accordance with sound management practices.
4. If any WTSC property is lost, destroyed or damaged, the AGENCY shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.
5. The AGENCY shall surrender to the WTSC all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract.
6. All reference to the AGENCY under this clause shall also include AGENCY 's employees, agents or SubAGENCYs.

Exhibit A

STATEMENT OF WORK

1. GOAL: To reduce traffic related deaths and serious injuries through aggressive impaired driving, occupant protection, speeding, motorcycle safety, and distracted driving multijurisdictional HVE patrols.

2. SCOPE OF WORK:

Impaired Driving:

Agency will engage in multijurisdictional HVE patrols, as part of the national effort, for all or part of the following dates:

Holiday DUI Patrols; November 25, 2015 – January 1, 2016
Drive Sober or Get Pulled Over Labor Day DUI Crackdown;
August 19 – September 5, 2016.

These DUI patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Whenever possible statewide mobilization patrols shall begin after 4:00 p.m. and will occur Friday-Sunday.

Law enforcement officers will complete the Emphasis Patrol Activity Logs and forward to their Target Zero Manager within 48 hours of the completion of the DUI patrols.

Funds permitting, the local Task Force may coordinate local HVE DUI patrols during the contract period. Dates may not coincide with any national/statewide or other local flex patrols. Dates of local patrols will be reported in advance to the WTSC on a quarterly basis by the county Target Zero Manager. Only work done on Task Force/TZM pre-approved dates will be considered for reimbursement.

Seat Belts:

Agency will engage in multijurisdictional HVE seat belt-focused patrols on some or all of the following dates as part of the national effort:

Click it or Ticket - May 23 – June 5, 2016

These patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Whenever possible these patrols shall occur in areas with the lowest seat belt use. Ideally, these patrols will not begin before 4:00 pm.

Law enforcement officers will complete the Emphasis Patrol Activity Logs and forward to their Target Zero Manager within 48 hours of the completion of the seat belt patrols.

Funds permitting, the local Task Force may coordinate local HVE seatbelt patrols during the contract period. Dates may not coincide with any national/statewide or other local flex patrols. Dates of local patrols will be reported in advance to the WTSC on a quarterly basis by the county Target Zero Manager. Only work done on Task Force/TZM pre-approved dates will be considered for reimbursement.

Distracted Driving

Agency may engage in multijurisdictional HVE distracted driving focused patrols, as part of the national effort, for all or part the following dates:

U Drive. U Text. U Pay. – April 1 – 14, 2016

These patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Wherever possible these patrols shall occur in areas with the highest number of distracted driving violations.

Law enforcement officers will complete the Emphasis Patrol Activity Logs and forward to their Target Zero Manager within 48 hours of the completion of the distracted driving patrols.

Funds permitting, the local Task Force may coordinate local HVE distracted driving patrols during the contract period. Dates may not coincide with any national/statewide or other local flex patrols. Dates of local patrols will be reported in advance to the WTSC on a quarterly basis by the county Target Zero Manager. Only work done on Task Force/TZM pre-approved dates will be considered for reimbursement.

Motorcycle Safety Patrols - July 29, 2016 – August 14, 2016

These motorcycle safety patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force.

Patrols should focus on the illegal and unsafe driving actions of motorcycles.

Patrols should also focus on the illegal and unsafe driving actions of all other motor vehicles when relating to motorcycles. This includes failure to yield to a motorcycle, following too closely to a motorcycle, etc.

Whenever possible, AGENCY should include motorcycle officers in these patrols.

Local Speeding Patrols

Funds permitting, the local Task Force may coordinate local HVE patrols focused on speeding drivers during the contract period. Dates may not coincide with any national/statewide or other local flex patrols. Dates of local patrols will be reported in advance to the WTSC on a quarterly basis by the county Target Zero Manager. Only work done on Task Force/TZM pre-approved dates will be considered for reimbursement.

CONDITIONS:

For each of the emphasis patrols listed above, **Multijurisdictional High Visibility Enforcement Protocols**, as outlined in **Exhibit B** of this document will be followed. These protocols are incorporated in their entirety to this document by reference. Exceptions to these protocols may only be provided by the WTSC Program Manager.

Standardized Field Sobriety Testing (SFST) Training Requirement

Agency certifies that all officers participating in these patrols are SFST trained. To meet this requirement:

- Officer must be BAC certified and have passed the SFST refresher training within the prior three years, or
- Officer must have successfully completed Advanced Roadside Impaired Driving Enforcement (ARIDE), or
- Officer must be a certified Drug Recognition Expert.

Media Contacts:

All of these patrols are conducted as part of a highly publicized, statewide effort. As such, publicity campaigns about these patrols are planned to alert the public to the fact that extra patrols are targeting these violations. Therefore, Agency must provide the names of at least two agency officers who can be available for media requests and questions.

***At least one of the individuals listed below must be available for weekend media contacts, beginning at noon on Fridays before mobilizations:**

Captain Paul Armbrust
Name/Title

Chief C. Stephen Sutton
Name/Title

206.364.8216 parmbrust@cityofflp.com
Office Phone & e-mail

206.364.8216 ssutton@cityofflp.com
Office Phone & e-mail

206.730.5171

Cell Phone

206.255.4690

Cell Phone

Available weekends per above?* Available weekends per above?*

**Please return this signed MOU no later than October 15, 2015 to your
Target Zero Manager:**

**John Pagel
Kent Police Department
220 4th Avenue South
Kent, WA 98032**

Target Zero Manager will forward this signed document to:

Angie Ward, WTSC
621 – 8th Avenue SW, Suite 409
PO Box 40944
Olympia, WA 98504-0944
360.725.9888

Exhibit B

Multijurisdictional High-Visibility Enforcement Protocols

Purpose

This protocol is intended to guide Target Zero Managers, Law Enforcement Liaisons, and law enforcement agencies in coordinating multijurisdictional high visibility enforcement (HVE) mobilizations to address impaired driving, distracted driving, speeding, and seat belt use. These mobilizations are funded by federal highway safety grants.

Goal

The goal of multijurisdictional high-visibility campaigns is to reduce fatal and serious injury collisions through the coordination of:

- Publicity addressing increased enforcement, and
- Increased contacts and arrests of violators.

Method

Funding from the Washington Traffic Safety Commission (WTSC) will support multijurisdictional HVE patrol activities to increase the number of officers working on impaired driving, distracted driving, speeding, and occupant protection enforcement. Public education and media will be coordinated by the Target Zero Manager and Law Enforcement Liaison. The law enforcement activity will support the media effort by demonstrating to the public that the media messages are true; i.e., that “extra enforcement patrols (with a particular focus) are going on now” so that the public takes the media messages seriously.

The media work will support the police effort by encouraging voluntary compliance with the law. The objective of multijurisdictional HVE patrol activities is to change driver behavior by raising the awareness of increased enforcement.

Definitions:

- HVE is enforcement of the law in conjunction with publicity that draws the attention of the public to the enforcement activity.
- Multijurisdictional enforcement is defined as a minimum of three law enforcement agencies (LEA's) or patrol units participating at a designated date and time, enforcing a specific activity, in a location determined by the local Target Zero Task Force.

Responsibilities

WTSC:

- Provide funding.
- Provide state/local traffic fatality and serious injury data.
- Coordinate paid media at the state level for statewide and local mobilizations (when possible).
- Lead news media efforts for:
 - Holiday DUI
 - Click It or Ticket
 - U Drive. U Text. U Pay.
 - Motorcycle Safety
 - Drive Sober or Get Pulled Over
- Summarize statewide enforcement activity.
- Report results to the National Highway Traffic Safety Administration.

Target Zero Manager and Law Enforcement Liaison:

- Lead the development of Multijurisdictional High Visibility Enforcement Mobilization Plans.
- Submit local patrol plans for local DUI, seat belt, speeding, and distracted mobilizations to the WTSC on quarterly basis:

Plans Due:	For local patrols planned from:
August 31, 2015	October 1 – December 31, 2015
October 31, 2015	January – March, 2016
January 30, 2016	April – June, 2016
April 30, 2016	July – September, 2016

*One yearly plan for local mobilizations may be submitted in lieu of four quarterly plans.

- Coordinate mobilization briefings.
- Lead news media and community outreach efforts for local mobilizations.
- Review and approve all MOUs, invoices, and other documentation before submission to WTSC. This includes follow-up on incomplete invoicing paperwork and Emphasis Patrol Activity Logs with unexplained low contacts.
- Submit statewide mobilization enforcement total sheet (by county) to WTSC within 72 hours of mobilization end date (hvetotals@wtsc.wa.gov)
- Submit local mobilization enforcement total sheet (by agency and task force) to WTSC within two weeks of patrol end date (hvetotals@wtsc.wa.gov)

Law Enforcement Agencies:

- Send a representative to local task force meetings to plan mobilization locations and exact dates.
- Ensure availability of agency media contact, noted on page 3 of this agreement, prior to and during all mobilization dates.
- Provide commissioned police officer(s) (active or paid reserve) with appropriate equipment (vehicle, radar, etc.) to participate in multijurisdictional HVE patrols.
- Ensure that officers assigned to the multijurisdictional HVE campaigns are qualified to enforce the impaired driving laws as outlined on page 2, section 3 of this agreement.
- Require all officers participating in multijurisdictional HVE patrols to attend mobilization briefings.
- Ensure officers working the overtime conduct **a minimum of three (3) self-initiated contacts per hour.**

This is an enforcement activity that is intended to apprehend violators. It is expected that a Notice of Infraction/Citation (NOI/C) will be issued at contact unless circumstances dictate otherwise. It is understood that violator contacts may result in related, time-consuming activity. Such activity will be considered for reimbursement.

Activity other than that initiated through HVE patrol contact (investigating collisions, emergency responses, etc.) will be the responsibility of the contracting agency and will not be reimbursed.

- Require officers to complete and submit multijurisdictional HVE patrol productivity on WTSC Emphasis Patrol Activity Log.

las

10-12-15

Agency Initial

DATE

TZM Initial

DATE



Agency: Lake Forest Park Police Department
Project Number: 2015/16 HVE

Acknowledgement of WTSC Grant Requirements

When the authorizing official and the project manager sign the application for a WTSC grant, they agree to comply fully with the terms and conditions set forth in the contract as well as additional federal requirements outlined in the Electronic Code of Federal Regulations for Federal Grants and Agreements: (http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

The WTSC provides all grant recipients an opportunity to ask questions or discuss concerns about the terms and conditions of the grant. This opportunity may consist of an in-person meeting or conference call, depending on the complexity of the project and the recipient's level of experience with federal grants. Once this opportunity has been provided, the grant recipient's project manager certifies to the grant requirements, including the following elements:

<ul style="list-style-type: none"> • Contract Provisions <ul style="list-style-type: none"> ○ Billing procedure ○ Project Reporting ○ Nondiscrimination ○ Drug-Free workplace ○ State Lobbying 	<ul style="list-style-type: none"> ○ Political activity/Hatch Act ○ Suspension & debarment ○ Contract Termination ○ Buy America Act ○ Federal Lobbying
• Project changes and amendments	
• Quarterly and final reports	
• Third-party contracts	
• Indirect costs (Cost Allocation Plan or Federal Cognizant Agency rate approval letter)	
• Project Income Requirements	
• Promotional/Incentive Item Purchase Restrictions	
• Equipment purchases (approval and tracking requirements)	
• Travel rules (State Administrative & Accounting Manual- http://ofm.wa.gov/policy/10.htm)	
• Light Refreshments Policy (WTSC Policy #7.5- http://wtsc.wa.gov/resources/policies/)	
• Single audit requirements	
• Time keeping requirements	

I understand the items listed above or they have been explained to me by representatives of the Washington Traffic Safety Commission.

Agency Signature (Grant Recipient)

11/4/15

Date

Lake Forest Park City Council

Agenda Cover Sheet

Meeting Date 4/14/2016

Title Resolution 1550/Coalition of Small Police Agencies Financial Services Support

Item Type

- | | |
|--|--|
| <input checked="" type="checkbox"/> Work Session | <input checked="" type="checkbox"/> Ordinances & Resolutions |
| <input type="checkbox"/> Proclamation | <input type="checkbox"/> Introduction/Referral |
| <input type="checkbox"/> Special Presentation | <input type="checkbox"/> Council Discussion |
| <input type="checkbox"/> Public Hearing | <input checked="" type="checkbox"/> Action |
| <input checked="" type="checkbox"/> Consent Calendar | <input type="checkbox"/> Council Discussion/Action |
| <input type="checkbox"/> Final Confirmation | |

Originating Department Police

Contact Person Chief C. Stephen Sutton

Legislative History

- Budget & Finance Committee 3/17/2016
- Work Session 4/14/2016
- Action 4/14/2016

Attachments:

1. Resolution 1550
2. Coalition Background Document (ILA)
3. 2016 Budget Document

Executive Summary

The Coalition of Small Police Agencies (CSPA) is made up of the following police departments: Lake Forest Park, Duvall, Medina, Mercer Island, Issaquah, Snoqualmie, Duvall, Clyde Hill, Black Diamond, Algona, and Pacific. The purpose of CSPA is to authorize officers from participating agencies to provide law enforcement services within the respective territorial jurisdictions of all cooperating agencies and to combine resources, including personnel with specialty training and expertise, manpower and equipment, to provide improved law enforcement services at a lower cost to each individual agency.

The CSPA applies for annual grants to support its operating budget of approximately \$50,000-\$75,000 annually. Each participating agency contributes \$300 annually in dues and the current balance on the overall account is approximately \$300,000.

The funds support a major crimes task force, a special operations team, leadership and supervisory training, and other support functions.

Background

The City of Duvall has been responsible for the maintenance and administration of the Coalition of Small Police Agencies (CSPA) funds for the past three years and due to staffing and other issues has asked member agencies to take on this task. Other cities considered, but the City of Lake Forest Park was the only participant willing to accept the task. The Finance Director has agreed to oversee the CSPA funds and the City will be compensated for these services \$300/month along with the annual dues being waived. The following is a projected scope of work for overseeing the CSPA funds:

- Process an average of ten (10) invoices a month,
- Use of an average of two (2) hours of work a month between three employees,
- Process an average ten (10) checks a month, and
- There are no special or unique requests that are time consuming.

Fiscal & Policy Implications

This will cause additional work by both Finance and Police regarding the processing of invoices and payments. The incoming funds will be used to create additional staff hours for Finance.

Alternatives

<i>Options</i>	<i>Results</i>
• Other cities take on task	None available
• Outside accounting	Too costly

Staff Recommendation

Approve Resolution 1550, authorizing the Finance Director to establish and maintain a fund for the Coalition of Small Police Agencies

Legal Review

Type of Document	Title of Document	Date Reviewed by Legal Counsel
<i>Resolution</i>	<i>Resolution 1550/Authorizing the Finance Director to Establish and Maintain a Fund for the Coalition of Small Police Agencies</i>	<i>4/1/16</i>

RESOLUTION NO. 1550

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE FINANCE DIRECTOR TO ESTABLISH AND MAINTAIN A FUND FOR THE COALITION OF SMALL POLICE AGENCIES

WHEREAS, the City of Lake Forest Park is a member of the Coalition of Small Police Agencies (CSPA), a cooperative established pursuant to an Interlocal agreement in 2002 to address concerns of small police agencies in King County; and

WHEREAS, the purpose of CSPA is to authorize officers from participating agencies to provide law enforcement services within the respective territorial jurisdictions of all cooperating agencies and to combine resources, including personnel with specialty training and expertise, manpower and equipment, to provide improved law enforcement services at a lower cost to each individual agency; and

WHEREAS, the CSPA is funded by member dues, grants, and monies received from the State of Washington; and

WHEREAS, the City of Duvall has provided fiscal agent and/or financial administrative services on behalf of CSPA for the past three years; and

WHEREAS, the CSPA Executive Board approved the transfer of CSPA finance administration and fees to the City of Lake Forest Park; and

WHEREAS, the City will establish a separate fund to receive the CSPA funds and revenues received on its behalf and distribute the funds in accordance with the policies established by CSPA;

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

Section 1. CSPA Fund Established . The Finance Director is hereby authorized to establish a separate fund for the CSPA and administer the CSPA's financial transactions.

Section 2. Term. The City of Lake Forest Park shall be responsible for the maintenance and administration of the CSPA fund for a term of three years commencing on the date of transfer from the City of Duvall.

Section 3. Compensation. The CSPA will compensate the City of Lake Forest Park \$300.00 per month and will waive the annual dues requirement for the City.

1
2 **PASSED BY A MAJORITY VOTE** of the members of the Lake Forest Park City
3 Council this 14th day of April, 2016.

4
5 APPROVED:

6
7
8
9 _____
10 Jeff Johnson
11 Mayor

12 ATTEST/AUTHENTICATED:

13
14
15 _____
16 Evelyn Jahed
17 City Clerk

18
19
20 FILED WITH THE CITY CLERK: April 8, 2016
21 PASSED BY THE CITY COUNCIL:
22 RESOLUTION NO.: 1550

Attachment 2

COALITION OF SMALL POLICE AGENCIES INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is entered into under the Interlocal Cooperation Act (Chapter 39.34 R.C.W.) between the Law Enforcement Agencies of the Cities of Algona, Black Diamond, Clyde Hill, Duvall, Enumclaw, Issaquah, Lake Forest Park, Medina, Mercer Island, Normandy Park, Pacific and Snoqualmie, herein referred to as "Cooperating Agencies" or "Agencies" to be known as the "Coalition of Small Police Agencies" and,

WHEREAS, the Cooperating Agencies wish to implement to the extent hereafter provided, the provisions of the Revised Code of Washington Chapter 39.34 (hereinafter "R.C.W. 39.34") which became effective of July 1, 1967 and July 1, 1985, respectively, so as to empower law enforcement officers ("Officers" as defined herein) of each Cooperating Agencies to exercise extraterritorial law enforcement authority, including arrest, within each of the other Cooperating Agencies; and

WHEREAS, the Cooperating Agencies wish to provide such other assistance as any of the parties may require in time of emergency or other time of need; and

WHEREAS, the Cooperating Agencies have common goals, staffing needs, training needs and other needs in common in the area of law enforcement, and the joint cooperation contemplated by this Agreement will allow the parties each to provide improved law enforcement services at less cost; and

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Definitions:** As used herein the following terms shall have the following meanings:
 - a. "Administrative Board" shall mean the board comprised of all agency heads of the Cooperating Agencies, or their designees, who shall be responsible for administering this cooperative Agreement.
 - b. "Agency of Primary Jurisdiction" shall mean the Agency within which an arrest is being made, warrant served or other law enforcement activity is occurring.
 - c. "Cooperating Agencies" or "Agencies" shall mean the parties cooperating hereto, and "Agency" shall mean any one of the Agencies.
 - d. "Host Agency" shall mean an Agency of Primary Jurisdiction other than an Officer's own Agency of regular employment.
 - e. "Officer" shall mean a duly sworn commissioned law enforcement officer in the employ of a Cooperating Agency.

8. Training. The Administrative Board may determine what areas of law enforcement training, both general and specialized, may most efficiently be conducted in a cooperative effort among the Agencies and the method by which it is best accomplished.

The cost of training programs shall be borne among the Agencies in the ratio of the number of Officers from each Agency benefiting from such program, except in situations where the Administrative Board shall determine the costs of the particular training program to be more equitably allocated on a different basis.

9. Grants. The Administrative Board may authorize the application for a procurement of various grant funds that the Board deems helpful and/or necessary to the purpose of this Agreement.
10. Equipment. The Cooperating Agencies shall routinely update a "Agency Resource List" which describes each Agency's specific equipment that could be used to assist another Agency. The owner Agency of such equipment shall maintain ownership in all situations and shall determine use and costs for said equipment when requested by another Agency.
11. Investigation. Each Agency has recognized expertise within their Agency on dealing with differing types of crime. It is the intent of the Cooperating Agencies to make available specialized experts for the initial phase of an investigation if so requested by another Agency. An officer expertise list will be updated semi-annually and found in Appendix A.
12. Financing. It is one of the primary purposes of this Interlocal Agreement to foster strong, cooperative and mutually beneficial relations between and among the participating Agencies as will promote the effective and efficient delivery of law enforcement services of all. The intent of this Interlocal Agreement is for each Agency to assist each Agency to save costs. No actual budgetary responsibility shall be attached to members through the Interlocal Agreement. All participating Agencies shall operate and participate through their local budgetary process. Specific funding agreements may be structured between member Agencies for specialized services or events; however, those agreements are outside the scope of this interlocal Agreement.
13. Insurance, Liability: Each Cooperating Agency shall be responsible for the wrongful or negligent actions of its employees while assigned to a cooperative effort as their respective liability shall apply under the laws of the State of Washington and/or Federal law and this Agreement is not intended to diminish or expand such liability.

To that end each Cooperating Agency promises to hold harmless and release all other participating Agencies from any loss, claim or liability arising from

CITY OF CLYDE HILL

By: _____

CITY OF ENUMCLAW

By: _____

CITY OF LAKE FOREST PARK

By: _____

CITY OF MERCER ISLAND

By: _____

CITY OF PACIFIC

By: _____

CITY OF DUVALL

By: _____

CITY OF ISSAQUAH

By: _____

CITY OF MEDINA

By: _____

CITY OF NORMANY PARK

By: _____

CITY OF SNOQUALMIE

By: _____

Eric Sortland Enumclaw PD
Ofc. 360 825-3505 Cel 253 261-5605 Hm 253 752-6382
erics@police.ci.enumclaw.wa.us Tacoma

Grant McCall Enumclaw PD
Ofc. 360 825-3505 Cel 253 261-6755 Hm N/A
grantm@police.ci.enumclaw.wa.us Spanaway

Steve Robinson Enumclaw PD
Ofc. 360 825-3505 Cel 253 350-4462 Hm 253 864-4892
steve@police.ci.enumclaw.wa.us Puyallup

Kim Stonebraker Snoqualmie PD
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kstonebraker@ci.snoqualmie.wa.us Fall City

Chris Todd Snoqualmie PD
Ofc. 425 888-3333 Cel 425 442-4529 Nex 425 864-5455
ctodd@ci.snoqualmie.wa.us Bellevue

Heather Dunn Black Diamond PD
Ofc. 253 631-1012 Cel 253 261-0610 Hm 425 765-9475
hdunn@police.ci.blackdiamond.wa.us Maple Valley

Tony Matthews Lake Forest Park PD
Ofc. 206 364-8216 Cel 206 255-3574 Hm 360 691-7572
tmatthews@ci.lake-forest-park.wa.us Arlington

Greg Goral Black Diamond PD
Ofc. 253 631-1012 Cel 253 261-0609 Hm 425 413-0117
Ggoral@police.ci.blackdiamond.wa.us Maple Valley

Darrin Benko Issaquah PD
Ofc. 425 837-3200 Cel 425 442-7610 Hm 425 413-5282
DarrinB@ci.issaquah.wa.us Maple Valley

Robert Hendrickson Issaquah PD
Ofc. 425 837-3200 Cel 253 606-7117 Hm 253 846-2325
RobertH@ci.issaquah.wa.us Spanaway

Chris Wilson Issaquah PD
Ofc. 425 837-3200 Cel 425 864-4828 Hm 425 204-2152
Chriswi@ci.issaquah.wa.us Renton

CITY OF CLYDE HILL

By: [Signature]

CITY OF DUVAL

By: [Signature]

CITY OF ENUMCLAW

By: [Signature]

CITY OF ISSAQUAH

By: [Signature]

CITY OF LAKE FOREST PARK

By: [Signature]
May

CITY OF MEDINA

By: [Signature]

CITY OF NORMANY PARK

By: [Signature]
Martin G. MacDyall

CITY OF PACIFIC

By: [Signature]

CITY OF SNOQUALMIE

By: [Signature]

CSPA 2016 Programs			
2015 Budgeted	2015 Actual	2016 Requested	Details
			General Training
\$5,000		\$13,500	Firearms Qualification (Ammo, Instructor OT, Targets)
\$2,000		\$2,000	EVOC (Track Rental, OT) **Note** will be offset by WCIA reimbursement \$4500
\$2,000		\$4,000	Active Shooter (Instructor OT, sim rounds)
\$6,000		\$7,000	Executive Leadership Development (NW Leadership Seminar)
\$10,000		\$11,000	Supervision Development
\$25,000		\$36,500	Totals Added \$ for non-lead ammo and OT
			Major Crimes Task Force
2015 Budgeted	2015 Actual	2016 Requested	
\$10,000	\$6,889	\$10,000	<u>Training</u>
			Core Training classes
			Advanced Training classes
			Overtime (for trainers)
			Travel / Tuition / Registration
\$5,000	\$287	\$2,000	<u>Equipment</u>
			Go-kits for all Detectives
			DNA test kits??
			Pole Cams
			Trackers (O&M)
			Other
\$10,000	\$6,852	\$10,000	<u>Call-Outs</u>
			Overtime
			Cut to \$22,000 – if you have a special request (i.e. pole cams, trackers, etc.)
\$25,000	\$14,028	\$22,000	Totals
			Special Operations Team
2015 Budgeted	2015 Actual	2016 Requested	
\$15,000	\$2,744	\$15,000	<u>Training</u>
			SWAT Basic
			Advanced SWAT
			Travel / Tuition / Registration
			Caiman (O&M)
			Other
\$15,000	\$5,636	\$22,500	<u>Equipment</u>
	\$9,000	\$15,000	3 Heavy vests (annual cost), 40mm supplies, simunitions
		\$7,500	Special equipment: Ballistic helmets and ear protection/microphone units
\$5,000	\$3,020	\$5,000	<u>Call-Outs</u>
			Overtime
\$35,000	\$20,400	\$42,500	Totals Budget discussion for SOT tabled to December meeting

Lake Forest Park City Council

Agenda Cover Sheet

Meeting Date 4/14/2016

Title Ordinance 1120/Amendment to Civil Service Rules, LFPMC 2.40.195

Item Type

- | | |
|--|--|
| <input checked="" type="checkbox"/> Work Session | <input checked="" type="checkbox"/> Ordinances & Resolutions |
| <input type="checkbox"/> Proclamation | <input checked="" type="checkbox"/> Introduction/Referral |
| <input type="checkbox"/> Special Presentation | <input checked="" type="checkbox"/> Council Discussion |
| <input type="checkbox"/> Public Hearing | <input checked="" type="checkbox"/> Action |
| <input type="checkbox"/> Consent Calendar | <input type="checkbox"/> Council Discussion/Action |
| <input type="checkbox"/> Final Confirmation | |

Originating Department Administrative Services

Contact Person Lee Aalund, Administrative Services Manager

Legislative History

- | | |
|----------------|-----------|
| • Work Session | 4/14/2016 |
| • Action | 4/14/2016 |
-

Attachments:

1. Ordinance 1120
-

Executive Summary

Municipal Code 2.40.195 is outdated and does not align with State requirements.

Background

During current testing for Lateral Entry Officers for the Police Department, it was determined that Civil Service Rule and Municipal Code 2.40.195 requires the applicant to have served for a minimum of one out of the past three years in the capacity of a full-time police officer with basic certification. However WAC 139-05-210 allows for the break in service of five years. State law and Criminal Justice Training Commission standards have been updated over the past couple of years, however it has been over 20 years since the last Civil Service update by the City.

Fiscal & Policy Implications

No fiscal implication. Policy / Code change request below.

Alternatives

<i>Options</i>	<i>Results</i>
• Keep Code the same	Applicant pool reduced

Staff Recommendation

Make the following changes to Municipal Code 2.40.195:

In accordance with the needs of the police department, a lateral entry eligibility list may be requested of the commission by the department head. Lateral hires shall be hired at an entry level with the appropriate appointment above the minimum in Lake Forest Park. The following minimum requirements shall apply: applicants shall be a Certified Washington State Law Enforcement Officer or shall have the necessary experience and training that would allow certification with the Washington State Training Commission by meeting the requirements of WAC 139-05-210. ~~applicants for lateral entry into the police department shall have served for a minimum of one out of the past three years in the capacity of a full-time police officer with basic certification from the Criminal Justice Training Commission (CJTC), which can be obtained by successfully completing the CJTC 440-hour Basic Law Enforcement Academy. Out-of-state candidates, who have been previously certified in another state, must pass the CJTC equivalency examination. All candidates must successfully pass an oral board examination and background investigation.~~

Legal Review

Type of Document	Title of Document	Date Reviewed by Legal Counsel
<i>Ordinance</i>	<i>Ordinance 1120/Revising LFPMC 2.40.195</i>	<i>4/5/16</i>

Attachment 1
ORDINANCE NO. 1120

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE AMENDMENT OF THE CIVIL SERVICE ORDINANCE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, changes have been made to Washington State statute regarding the requirements for lateral hires in law enforcement; Washington Administrative Code (“WAC”) 139-05-210(3)(d) now provides that the length of a break in service for a full-time, fully commissioned peace officer may be up to sixty (60) months; and

WHEREAS, the Lake Forest Park Municipal Code (“LFMC”) section 2.40.195 currently provides for a shorter allowed break in service than does the WAC for lateral hires into the Police Department and the City Council desires for the LFMC to be consistent with the WAC; and

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

Section 1. SECTION 2.40.195 AMENDED. Section 2.40.195 of the Lake Forest Park Municipal Code (Lateral Entry) is amended to read as follows:

2.40.195 Lateral Entry.

In accordance with the needs of the police department, a lateral entry eligibility list may be requested of the commission by the department head. Lateral hires shall be hired at an entry level with the appropriate appointment above the minimum in Lake Forest Park. The following minimum requirements shall apply: applicants shall be a Certified Washington State Law Enforcement Officer or shall have the necessary experience and training that would allow certification with the Washington State Training Commission by meeting the requirements of WAC 139-05-210. ~~applicants for lateral entry into the police department shall have served for a minimum of one out of the past three years in the capacity of a full-time police officer with basic certification from the Criminal Justice Training Commission (CJTC), which can be obtained by successfully completing the CJTC 440-hour Basic Law Enforcement Academy. Out-of-state candidates, who have been previously certified in another state, must pass the CJTC equivalency examination.~~

1 All candidates must successfully pass an oral board
2 examination and background investigation.

3
4 Section 2. CORRECTIONS. The City Clerk is authorized to make necessary
5 corrections to this ordinance including, but not limited to, the correction of
6 scrivener’s/clerical errors, references, ordinance numbering, section/subsection
7 numbers and any references thereto.

8
9 Section 3. SEVERABILITY. Should any portion of this Ordinance, or its
10 application to any person or circumstance, be declared unconstitutional or otherwise
11 invalid for any reason, such decision shall not affect the validity of the remaining
12 portions of this Ordinance or its application to other persons or circumstances.

13
14 Section 4. EFFECTIVE DATE. This ordinance shall take effect five (5) days after
15 passage and publication.

16
17 **APPROVED BY A MAJORITY** of the Lake Forest Park City Council this 14th day
18 of April, 2016.

19
20 APPROVED:

21
22
23 _____
24 Jeff Johnson
25 Mayor

26
27 ATTEST/AUTHENTICATED:

28
29
30 _____
31 Evelyn Jahed
32 City Clerk

33
34 APPROVED AS TO FORM:

35
36
37 _____
38 Kim Adams Pratt
39 City Attorney

40
41 Introduced: _____
42 Adopted: _____
43 Posted: _____
44 Published: _____
45 Effective: _____

Lake Forest Park City Council

Agenda Cover Sheet

Meeting Date 4/14/2016

Title Ordinance 1121/Reauthorizing the Police Department FTE Authorized in Ordinance 1099

Item Type

- | | |
|--|--|
| <input checked="" type="checkbox"/> Work Session | <input checked="" type="checkbox"/> Ordinances & Resolutions |
| <input type="checkbox"/> Proclamation | <input checked="" type="checkbox"/> Introduction/Referral |
| <input type="checkbox"/> Special Presentation | <input checked="" type="checkbox"/> Council Discussion |
| <input type="checkbox"/> Public Hearing | <input checked="" type="checkbox"/> Action |
| <input type="checkbox"/> Consent Calendar | <input type="checkbox"/> Council Discussion/Action |
| <input type="checkbox"/> Final Confirmation | |

Originating Department Police

Contact Person Chief C. Stephen Sutton

Legislative History

- | | |
|----------------|-----------|
| • Work Session | 4/14/2016 |
| • Action | 4/14/2016 |
-

Attachments:

1. Ordinance 1121
-

Executive Summary

On May 28, 2015, Council approved Ordinance 1099 which amended the 2015-2016 Budget by authorizing a police officer position to resolve an immediate staffing need. . The Ordinance also provided that the authorization of the additional FTE “shall not be valid upon the vacancy of any position” and that reauthorization of the position, temporary or permanent, requires a majority vote of the Council.

Background

On March 12, 2016, Sergeant David Claeys retired from the department after 27 years of service. The following is an update on the current staffing issues of the department: One officer vacancy (we are currently recruiting), one sergeant vacancy, one support officer vacancy, and one new officer currently going through field training. It is anticipated that one additional sergeant will retire in April of 2016, and one officer will be on maternity leave for 12 weeks beginning in April.

Fiscal & Policy Implications

With the separation of three employees from the department, available funds due to buyouts to carry through the remainder of the year will need to be evaluated by Finance Department staff.

Alternatives

<i>Options</i>	<i>Results</i>
<ul style="list-style-type: none">• Not hire an additional officer	Additional overtime and staff burnout will occur

Staff Recommendation

Authorize the department to fill the current temporary vacancy immediately.

Legal Review

Type of Document	Title of Document	Date Reviewed by Legal Counsel
<i>Ordinance</i>	<i>Ordinance 1121/Reauthorizing the FTE Authorized in Ordinance 1099</i>	<i>4/1/16</i>

Finance Review

Fiscal & Policy Implications	Date Reviewed by Finance Director
<i>Payroll savings from vacancies will be at least partially consumed by payments made to PD employees upon separation. This item will likely require a PD budget amendment, the maximum amount could be as much as \$100,000. Finance recommends a budget amendment for this item.</i>	<i>4/7/2016</i>

ORDINANCE NO. 1121

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF LAKE FOREST PARK, WASHINGTON,
REAUTHORIZING THE FTE APPROVED IN ORDINANCE
1099**

WHEREAS, on May 28, 2015, the City Council approved Ordinance No. 1099, which amended the 2015-2016 Budget by authorizing a police officer position to resolve an immediate staffing need; the Ordinance also provided that the authorization of the additional FTE “shall not be valid upon the vacancy of any position” and that reauthorization of the position, temporary or permanent, requires a majority vote of the Council; and

WHEREAS, in March of 2016, the Police Department had a police officer retire, and faces other additional staffing vacancies, temporary and permanent, in 2016 ; and

WHEREAS, the only practical remedy to resolve the immediate staffing need is to reauthorize the additional police officer position as was accomplished in Ordinance No. 1099; and

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

Section 1. Budget Amendment. The 2015-2016 budget amendment in Ordinance No. 1099 authorizing a Police Department FTE is reauthorized by the City Council

Section 2. FTE Reauthorizations. The authorization of an FTE in the 2015-2016 budget and salary schedule shall not be valid upon the vacancy of any position. Reauthorization of these positions, temporary or permanent, shall require a majority vote of the City Council.

Section 3. CORRECTIONS. The City Clerk is hereby 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. 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 5. EFFECTIVE DATE. This ordinance shall take effect five (5) days after passage and publication.

1
2 **APPROVED BY A MAJORITY** of the Lake Forest Park City Council this 14th day
3 of April, 2016.

4
5 APPROVED:

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9 _____
10 Jeff Johnson
11 Mayor

12 ATTEST/AUTHENTICATED:

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15 _____
16 Evelyn Jahed
17 City Clerk

18 APPROVED AS TO FORM:

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22 _____
23 Kim Adams Pratt
24 City Attorney

25
26 Introduced: _____
27 Adopted: _____
28 Posted: _____
29 Published: _____
30 Effective: _____

Filling Council Vacancies *DRAFT*

Purpose

The purpose of this section is to provide guidance to the City Council when a Lake Forest Park Council Member position becomes vacant before the expiration of the official's elected term of office. Pursuant to state law, a vacancy shall be filled only until the next regular municipal election, to serve the remainder of the unexpired term.

Appointment Process

(1) A Council position shall be officially declared vacant upon the occurrence of any of the causes of vacancy set forth in RCW 42.12.010, including resignation, recall, forfeiture, written intent to resign, or death of a Council Member. The Council Member who is vacating his or her position cannot participate in the appointment process.

(2) The City Council shall direct staff to begin the Council Member appointment process and establish an interview and appointment schedule, so that the position is filled at the earliest opportunity.

(3) The City Clerk's Office shall prepare and submit a display advertisement to the City's official newspaper, with courtesy copies to all other local media outlets, which announces the vacancy consistent with the requirements necessary to hold public office: that the applicant (a) be a registered voter of the City of Lake Forest Park, and (b) have a one (1) year residency in the City of Lake Forest Park. This display advertisement shall be published once each week for two (2) consecutive weeks. This display advertisement shall contain other information, including but not limited to, time to be served in the vacant position, election information, salary information, Council Member powers and duties, the deadline date and time for submitting applications, interview and appointment schedules, and such other information that the City Council deems appropriate.

(4) The City Clerk's Office shall prepare an application form which requests appropriate information for City Council consideration of the applicants. Applications will be available at City of Lake Forest Park offices, King County library located in Lake Forest Park, and such other locations that the City Council deems appropriate. Copies of the display advertisement will be provided to current members of the City of Lake Forest Park commissions, committees, task forces and other City-sponsored citizen groups.

(5) Applications received by the deadline date and time will be copied and circulated, by the City Clerk's Office, to the City Council. Packets may also contain additional information received such as endorsements, letters of reference and other pertinent materials.

(6) The City Clerk's Office shall publish the required public notice(s) for the meeting scheduled for interviewing applicants for consideration to the vacant position. This meeting may be a regularly scheduled City Council meeting, or a special City Council Committee of the Whole.

(7) The City Clerk's Office shall notify applicants of the location, date and time of City Council interviews.

(8) Prior to the date and time of the interview meeting, the Council Chair shall accept one interview question from each Council Member.

Interview Meeting

Each interview of an applicant/candidate shall be no more than 30 minutes in length as follows:

(1) The applicant shall present his or her credentials to the City Council. (5 minutes)

(2) The City Council shall ask the predetermined set of questions which must be responded to by the applicant. Each applicant will be asked and will answer the same set of questions, and will have 2 minutes to answer each question. (14 minutes)

(3) An informal question and answer period in which Council Members may ask and receive answers to miscellaneous questions. (10 minutes)

(4) The applicants' order of appearance will be determined by a random lot drawing performed by the City Clerk.

(5) The Council may reduce the 30-minute interview time if the number of applicants exceeds six (6) candidates, or alternatively, the Council may elect not to interview all of the applicants if the number exceeds six (6) candidates. The decision as to which applicants to interview will be based on the information contained in the application forms.

Voting

Upon completion of the interviews, Council Members may convene into Executive Session to discuss the qualifications of the applicants. However, all interviews, deliberations, nominations and votes taken by the Council shall be in open public session.

(1) The Council Chair shall ask for nominations from the Council Members for the purpose of creating a group of candidates to consider. No second is needed.

(2) Nominations are closed by a motion, second and majority vote of the Council.

- (3) Council Members may deliberate on such matters as criteria for selection and the nominated group of candidates.
- (4) The Council Chair shall poll Council Members to ascertain that Council Members are prepared to vote.
- (5) The City Clerk shall proceed with a roll-call vote.
- (6) Elections will continue until a nominee receives a majority vote of the remaining Council members.
- (7) At any time during the election process, the City Council may postpone elections until a date certain or regular meeting if a majority vote has not been received.
- (8) Nothing in this policy shall prevent the City Council from reconvening into Executive Session to further discuss the applicant/candidate qualifications.
- (9) The Council Chair shall declare the nominee receiving the majority vote as the new Council Member and shall be sworn into office by the City Clerk at the earliest opportunity or no later than the next regularly scheduled City Council meeting.

Resources

RCW 42.12.030

Term of person elected to fill vacancy.

Whenever any officer resigns his or her office before the expiration of his or her term, or the office becomes vacant from any other cause, and at a subsequent special election such vacancy is filled, the person so elected to fill such vacancy shall hold office for the remainder of the unexpired term.

RCW 42.12.070

Filling nonpartisan vacancies.

A vacancy on an elected nonpartisan governing body of a special purpose district where property ownership is not a qualification to vote, a town, or a city other than a first-class city or a charter code city, shall be filled as follows unless the provisions of law relating to the special district, town, or city provide otherwise:

(1) Where one position is vacant, the remaining members of the governing body shall appoint a qualified person to fill the vacant position.

(2) Where two or more positions are vacant and two or more members of the governing body remain in office, the remaining members of the governing body shall appoint a qualified person to fill one of the vacant positions, the remaining members of the governing body and the newly appointed person shall appoint another qualified person to fill another vacant position, and so on until each of the vacant positions is

filled with each of the new appointees participating in each appointment that is made after his or her appointment.

(3) If less than two members of a governing body remain in office, the county legislative authority of the county in which all or the largest geographic portion of the city, town, or special district is located shall appoint a qualified person or persons to the governing body until the governing body has two members.

(4) If a governing body fails to appoint a qualified person to fill a vacancy within ninety days of the occurrence of the vacancy, the authority of the governing body to fill the vacancy shall cease and the county legislative authority of the county in which all or the largest geographic portion of the city, town, or special district is located shall appoint a qualified person to fill the vacancy.

(5) If the county legislative authority of the county fails to appoint a qualified person within one hundred eighty days of the occurrence of the vacancy, the county legislative authority or the remaining members of the governing body of the city, town, or special district may petition the governor to appoint a qualified person to fill the vacancy. The governor may appoint a qualified person to fill the vacancy after being petitioned if at the time the governor fills the vacancy the county legislative authority has not appointed a qualified person to fill the vacancy.

(6) As provided in chapter 29A.24 RCW, each person who is appointed shall serve until a qualified person is elected at the next election at which a member of the governing body normally would be elected. The person elected shall take office immediately and serve the remainder of the unexpired term.

MRSC

What process should be followed to make the actual appointment? Must the vacancy be advertised? Are applications required? Must the council interview candidates? The answer is that there is no process required by state law. So, what process is used is up to each city or town council. A council could, if it so chooses, just appoint the first qualified person who comes in the door. In my experience, though, most councils advertise that there is a vacancy, and they ask interested persons to either fill out an application or write a letter of interest to the council for consideration. Typically, the council will then interview candidates in an open session, as required by the Open Public Meetings Act, before making the appointment. (The council may, however, evaluate the qualifications of candidates in an executive session. RCW 42.30.110(1)(h)). The vote to fill the vacancy must be in open session. For one example of how a city council might proceed, see Bothell City Council Protocol Manual, Section 12.02.

One final note: the person appointed to fill the vacancy must now obtain open government training (open public meetings and public records) within 90 days of assuming office. RCW 42.30.205.

City Administrator Report

City of Lake Forest Park

Date: April 14, 2016

TO: Honorable Deputy Mayor and Councilmembers

FR: Pete Rose, City Administrator

CC: Honorable Mayor Jeff Johnson
Leadership Team

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

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

I. Intergovernmental and local issues update

- **Meetings: Sound Cities Association Manager & Administrator Group:** Administrator Rose and Public Works Director Zenk attended this meeting on April 6. Several key issues were discussed and/or presented at the meeting:
 - Legislative Session Update: Post-session discussion is partially revolving around how to express disappointment or request vetoes in the areas of a tax on fire premiums in 40 cities (not LFP) to pay LEOFF 1 pension costs; the sweep of the Public Works Assistance Account (PWAA) once again, this time including over \$100 million in loan repayments; and the sweep of the \$10 million allocation for the State Auditor's government performance center (in-part carried out performance audit initiative). LFP has received performance project support three times for its strategic planning process.
 - Several Interim study groups were announced, some to be internal to AWC and others to report to the legislature. AWC will convene an infrastructure group in April. The OFM is to study and develop a plan for the state to partner with local governments on infrastructure assistance. By its existence, this may be throwing up the white flag on the continuation of the PWAA. The Model Toxics Control Act mission discussion brought on by the significant revenue shortfall due to the precipitous drop in oil prices will be reviewed. The compromise to keep the program operating was that the toxic clean-up mission will receive 55% of the available funding this year and the water quality mission will receive 45%. There will be a study group to consider a LEOFF 1 (pre-Oct. 1978 firefighters) and TERS (teachers) pension merger. There will also be a B&O tax task force to keep working the issue of differences between local programs and the Department of Revenue.
 - King County 2017-18 Budget: The group received a high level briefing on the upcoming budget process. It expressed stress in several budget areas: Metro Transit

- (positioning for next rainy day); Road Services Division (forecast of deep devolution of services); Rate-Supported Agencies (perhaps presaging fee increase requests); Mental Health; Public Health; E-911; and General Fund.
- Mental Illness & Drug Dependency Levy Update Presentation: This councilmanic levy expires this year and the group received an update on planning and reporting accomplishments and needs as a precursor to the County Council considering a renewal later in the year.
 - SCA Staff Update: It was noted that the next PIC meeting will be predominantly a high level review of the ST3 draft proposal.

II. Internal City Information

- The Sergeant promotional testing process was rigorous and intensive. All of the candidates did a great job and were well prepared. Chief Sutton conducted interviews with the candidates last week and made his decision. Please congratulate Rhonda Lehman on her promotion to Sergeant. We have every confidence Sergeant Lehman will do a great job and be very successful in her new role with the department.

III. Council Information

- Joint Meeting: Planning for a joint meeting between LFP, Kenmore and Northshore Fire District, to visit about such things as the new Northshore Emergency Management Coalition, ST3 process, Bothell Way project, Bothell Way name. Working date is May 16, gathering at 6:15, gavel at 7:00.
- Puget Sound Regional Council has certified the Lake Forest Park 2015 Comprehensive Plan Update. The Puget Sound Regional Council works with countywide planning groups, local jurisdictions, transit agencies, and others to ensure that regional and local planning efforts are coordinated and adopted regional policies and provisions are addressed. Certification is a requirement for jurisdictions and agencies that intend to apply for PSRC funding or proceed with projects submitted into the Regional Transportation Improvement Program.
- An appeal was filed on the City's Mitigated Determination of Non-significance regarding the mixed-use building proposed on NE 155th Street, east of Bothell Way NE. The City's code requires that such appeals be considered by the City Hearing Examiner at a closed record hearing. This means that the Hearing Examiner will be reviewing all of the written comments from concerned citizens and the documents in the project files, but will probably not allow public comments at the hearing. A date for the hearing has not yet been set.



- Public Works team repairing a sinkhole near 4100 block of NE 186th Street.



- Public Works team repairing drainage pipe near 4100 block of NE 186th Street.



- Public Works team repairing drainage pipe near 62nd Ave NE



- Public Works team repairing sinkhole near 54th Avenue NE & NE 193rd Street. They discovered a large tree trunk that had rotted below the subgrade.



- Public Works team members constructing an asphalt berm edge to direct surface water to a catch basin. This is done from time to time to assist residents that may experience surface water from the street running onto their property due to the fact that their residences are below the street grade.



- Public Works team installing a new catch basin and pipe near the NW corner of 194th & 37th. Photos show the project work and final product.



- Public Works team members cleaning the vegetation in the SR 522 medians.

**Lyon Creek Flood Mitigation
Project Awarded 2015 APWA
Project of the Year - Environment
(\$5 million - \$25 million)**

The City is proud to announce that the Lyon Creek Flood Mitigation Project has been awarded the 2015 American Public Works Association (APWA) Washington State Chapter Project of the Year Award - Environment. Completion of the Lyon Creek Flood Mitigation Project eliminated recurrent flooding in Lake Forest Park that had frequently inundated the City's only fire station, over 20 homes and State Route 522.



The \$6.94 million project also restored the lower reach of Lyon Creek, which is an urban salmon-bearing stream, with the removal of numerous fish barriers, installation of large woody debris, excavation of instream refuge pools and reestablishment of two wetlands.



Mayor Jeff Johnson (front row), City Engineer Neil Jensen (back row), and Environmental Programs Manager Aaron Halverson (front row) accepting the APWA award on April 7

FEMA and the OMB Tour the Lyon Creek Flood Mitigation Project - 3/30/16

Representatives from the Federal Emergency Management Agency (FEMA) and the Office of Management and Budget (OMB) toured the Lyon Creek Flood Mitigation project on March 30, 2016. The tour was provided by City staff and local FEMA Region X staff. FEMA has featured the project as an example of "Climate Resilient Mitigation" and as an example of "Gray to Green" infrastructure. FEMA provided \$3 million for the city-led project as part of its Hazard Mitigation Grant Program and is satisfied with the outcome.

Police Department

Sergeant David Claeys has retired after 27 years. He began his employment with the City on March 12, 1989. During his career, he was awarded the department's Award of Valor for his actions confronting an armed suspect in 2002.



Support Services Officer Jackson Beard has left the department after 20 years of service to pursue his dream of working in the Fire Service. He is an EMT and will become a regular member of the Duvall Fire Department. In 2015, he was selected as the Department's Employee of the Year for his dedicated and diverse work for the City.



Both Sergeant Claeys and Support Services Officer Jackson Beard have dedicated a lifetime to public service and will be missed by the Department, City, and Community.

Chase Bank Robber Behind Bars!

UPDATE, Bank Robber Identified and in custody! The suspect in the Chase Bank robbery was identified early last week and taken into custody on another bank robbery charge over the weekend by the Pacific NW Violent Offenders Task Force. He was apprehended in Spokane early last week.



IV. Response to Citizen and Council Comments

- Sally Renn: Compassionate Communities. Sally Renn addressed the Council giving encouragement for compassionate communities, noting her appointment to a board for this region and, in an unrelated item, expressed a concern that the I-405 tolling was causing an increase in traffic on SR 522. I spoke with Ms. Renn. Her compassionate communities comment was gratitude to LFP for being an early signer of the charter for compassion, and she was pleased that the funding for the SR 522 corridor study had come through the 2016 legislative session.

V. Community Events

- **Upcoming City Sponsored Events**

Planning Commission

April 12, 7:00 PM - 9:00 PM @ City Hall

Youth Council Meeting

April 13, 6:30 PM - 8:00 PM @ City Hall

Leadership team convenes at 6:30 p.m. while general group convenes at 7:00 p.m.

City Council Work Session Meeting

April 14, 6:00 PM - 7:00 PM @ City Hall

City Council Regular Business Meeting

April 14, 7:00 PM - 9:00 PM @ City Hall

Civil Service Commission

April 20, 7:00 PM - 8:00 PM @ City Hall

This meeting has been canceled due to lack of business before the Civil Service Commission.

Economic Development Commission Meeting - CANCELLED

April 20, 7:00 PM - 9:00 PM

City Council Budget & Finance Committee Meeting

April 21, 6:00 PM - 7:30 PM @ City Hall

City Council Communications Committee Meeting

April 25, 4:30 PM - 6:00 PM @ City Hall

City Council Committee of the Whole Meeting

April 25, 6:00 PM - 8:00 PM @ City Hall

Environmental Quality Commission Meeting - CANCELLED

April 25, 7:00 PM - 9:00 PM @ City Hall

The Environmental Quality Commission (EQC) works to develop policies and action plans which provide and protect the environmental well-being of Lake Forest Park. They act as an "umbrella" for and work cooperatively with other environmentally-related action groups in the City. The commission provides educational activities and works with schools, community groups, and individuals in understanding and protecting the natural environment.

City Council Regular Business Meeting

April 28, 7:00 PM - 9:00 PM @ City Hall

Quote for the Day: *“Most editors are failed writers – but so are most writers.”* TS Eliot