

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

**THIS AGREEMENT** made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and Shea, Carr & Jewell, Inc. ("dba SCJ Alliance") (the "Consultant"), a Washington corporation, dated this 12<sup>th</sup> day of September, 2023.

Consultant Business: SCJ Alliance

Consultant Address: 1201 3<sup>rd</sup> Avenue, Suite 550, Seattle, WA 98101

Consultant Phone: 206-739-5454

Contact Name Cristina Haworth, Project Manager

Consultant e-mail: cristina.haworth@scjalliance.com

Federal Employee ID No.:

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

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

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

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

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

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

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

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

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

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

**2. Compensation.**

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

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

**3. Request for Payment.**

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

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

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

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

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

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

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

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

## **8. Insurance.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**18. Notices.**

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

City of Lake Forest Park  
Attn: Phillip Hill, City Administrator  
17425 Ballinger Way NE  
Lake Forest Park, WA 98155

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

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

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

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

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

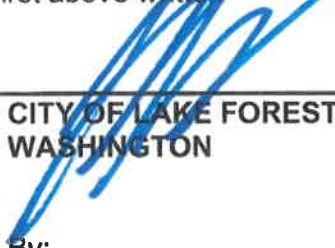


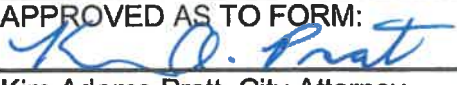
 CITY OF LAKE FOREST PARK WASHINGTON By: _____ Jeff Johnson, Mayor Date: <u>9-14-23</u>	<b>CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.</b> SCJ Alliance By:  Typed/Printed Name: _____ Its <u>Principal</u> Date: <u>9-18-23</u>
ATTEST:  Matthew McLean, City Clerk Date: <u>9-14-23</u>	
APPROVED AS TO FORM:  Kim Adams Pratt, City Attorney Date: <u>9-14-2023</u>	





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

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

**Prepared By:** Cristina Haworth, AICP, Project Manager

**Date Prepared:** August 1, 2023

## Introduction:

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

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

## Phase 1 Project Management and Coordination

### *Task 1 Kickoff Meeting*

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

### *Task 2 Project Work Plan*

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

### *Task 3 Biweekly Check In Meetings*

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

### *Task 4 Monthly Invoicing and Progress Reports*

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

### *Task 5 Interdepartmental Coordination Meetings*

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

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

## Phase 1 Conditions and Assumptions

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

## Phase 1 Deliverables

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



## Phase 2 Community Engagement

### *Task 1 Public Participation Plan*

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

### *Task 2 Orientation Interviews*

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

### *Task 3 Public Engagement Events*

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

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

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

### *Task 4 Project Website and Social Media*

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

## Phase 2 Conditions and Assumptions

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

6. City staff will prepare and manage a project website. SCJ will prepare initial content and up to three major refreshes.
7. City staff will operate social media related to this project. SCJ will provide messaging and materials as necessary to support social media posts.

## Phase 2 Deliverables

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

## Phase 3 Project Understanding

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

### *Task 1 Demographics Report*

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

### *Task 2 Policy Framework*

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

### *Task 3 Projections and Land Use Needs Analysis*

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

### *Task 4 GMA and PSRC Checklists*

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

## Phase 2 Conditions and Assumptions

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

## Phase 2 Deliverables

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

## Phase 4 Comprehensive Plan Update

### *Task 1 Confirming the Vision*

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

### *Task 2 Housing Needs Assessment*

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

### *Task 3 Plan Drafting and Regulations Recommendations*

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

- **Introduction/Vision.** Review, update, and revise as necessary and incorporate existing plan documents. Incorporate the updated vision statement developed in Task 1 of this work phase.

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

Updates will address deficiencies identified in the GMA and PSRC checklists and gap analysis and rely on updated technical studies, as appropriate. It is anticipated that most elements will require only smaller, strategic updates for legislative and policy compliance and alignment with other City plans. Larger updates are expected in the Land Use and Housing elements and infrastructure-related goals and policies in the Capital Facilities, Utilities, and Transportation elements. The plan will conform to the GMA, PSRC, and King County's Countywide Planning Policies.

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

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

*Task 4 Planning Commission Working Meetings*

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

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

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

*Task 5 Implementation*

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

*Task 6 SEPA Review*

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

*Task 7 Final Comprehensive Plan*

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

### *Task 8 Development Regulations Amendment Recommendations*

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

### Conditions and Assumptions

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

### Deliverables

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

## Phase 5 Adoption and Certification Process

### *Task 1 Planning Commission*

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

## Phase 5 Conditions and Assumptions

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

## Phase 5 Deliverables

- Planning Commission Meeting Materials (up to 2 meetings)

## Additional Services and Future Work Phases

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

### A. *Additional Public Engagement*

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

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

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

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

### B. *Additional SEPA Review Support*

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

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

### C. *City Council Adoption and Certification Support*

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

Estimated Fee: \$8,000

### Additional Services and Future Work Phases Conditions and Assumptions

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



# Attachment to Scope of Work for SCJ Alliance Professional Services Agreement

## Lake Forest Park Comprehensive Plan Update

### Scope of Work – Leland Consulting Group

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

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

#### Overview

The scope of work is organized into the following tasks:

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

#### Assumptions

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

#### 1. Project Initiation and Management

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

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

## 2. Housing Needs Assessment (HNA)

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

This task will be guided by the following research questions:

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

This task will include the following tasks:

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

### Deliverables:

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

### 3. Economic Development & Market Analysis

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

This task will include:

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

**Deliverables:**

- Economic Development & Market Analysis memorandum

### 4. Strategy development & Comprehensive Plan Element drafts

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

This task will include:

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

### 5. Comprehensive Plan Adoption Support

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

**Deliverables:**

- Presentation and related materials to support the adoption process.

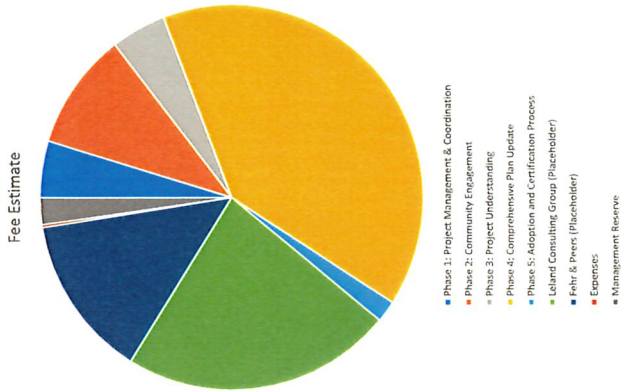
## Budget

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





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



- Phase 1: Project Management & Coordination
- Phase 2: Community Engagement
- Phase 3: Project Understanding
- Phase 4: Comprehensive Plan Update
- Phase 5: Adoption and Certification Process
- Leland Consulting Group (Placeholder)
- Fehr & Peers (Placeholder)
- Expenses
- Management Reserve

