



LAKESWOOD CITY COUNCIL AGENDA

Monday, November 16, 2020

7:00 P.M.

City of Lakewood

Residents can virtually attend City Council meetings by watching them live on the city's YouTube channel: <https://www.youtube.com/user/cityoflakewoodwa>

Those who do not have access to YouTube can participate via Zoom by visiting <https://zoom.us/> or calling by telephone: **Dial +1(253) 215- 8782 and entering participant ID: 868 7263 2373.**

To participate in Public Comment and/or Public Testimony:

Public Comments and Public Testimony on Public Hearings will be accepted by mail, email or by live virtual comment. Send comments by mail or email to Briana Schumacher, City Clerk at 6000 Main Street SW Lakewood, WA 98499 or bschumacher@cityoflakewood.us. Comments received up to one hour before the meeting will be provided to the City Council electronically.

Virtual Comments: If you would like to provide live Public Comments or Public Testimony during the meeting, you will need to join the Zoom meeting as an attendee by calling by telephone Dial +1(253) 215- 8782 and enter participant ID: 868 7263 2373 or visiting <https://us02web.zoom.us/j/86872632373>.

By Phone: For those participating by calling in by telephone (+1(253) 215- 8782 and enter participant ID: 868 7263 2373), the Mayor will call on you during the Public Comment and/or Public Hearings portions of the agenda. When you are unmuted please provide your name and city of residence. Each speaker will be allowed (3) three minutes to speak during the Public Comment and at each Public Hearing.

By ZOOM: For those using the ZOOM link (<https://us02web.zoom.us/j/86872632373>), upon entering the meeting, please enter your name or other chosen identifier. Use the "Raise Hand" feature to be called upon by the Mayor during the Public Comments and/or Public Hearings portions of the agenda. When you are unmuted please provide your name and city of residence. Each speaker will be allowed (3) three minutes to speak during the Public Comment and at each Public Hearing.

Outside of Public Comments and Public Hearings, all attendees on ZOOM will continue to have the ability to virtually raise your hand for the duration of the meeting. You will not be acknowledged and your microphone will remain muted except for when you are called upon.

Page No.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS AND PRESENTATIONS

- (4) 1. Proclamation declaring November as Native American Heritage month.
– *Mr. Hanford McCloud, Nisqually Tribal Council*

Persons requesting special accommodations or language interpreters should contact the City Clerk, 253-983-7705, as soon as possible in advance of the Council meeting so that an attempt to provide the special accommodations can be made.

<http://www.cityoflakewood.us>

PUBLIC COMMENTS**C O N S E N T A G E N D A**

(5) A. Approval of the minutes of the City Council study session of October 26, 2020.

(9) B. Approval of the minutes of the City Council meeting of November 2, 2020.

(15) C. Motion No. 2020-62

Authorizing the execution of an agreement of an agreement Horwath Law PLLC, for public defender and related services from January 1, 2021 through December 31, 2025.

(31) D. Motion No. 2020-63

Authorizing the execution of a grant agreement with Washington State Emergency Management, in the amount of \$50,877, for Emergency Management Performance.

(67) E. Motion No. 2020-64

Authorizing the execution of an employment agreement with John J. Caulfield for City Manager services.

(74) F. Motion No. 2020-65

Approving the 2021 Human Services Funding Allocations.

(76) G. Motion No. 2020-66

Approving the 2021 Lodging Tax Funding Allocations.

(89) H. Motion No. 2020-67

Approving the 2020 Accounts Receivable Write-Offs.

(91) I. Items filed in the Office of the City Clerk:
1. Public Safety Advisory Committee meeting minutes of August 5, 2020.
2. Planning Commission meeting minutes of October 21, 2020.

Persons requesting special accommodations or language interpreters should contact the City Clerk, 253-983-7705, as soon as possible in advance of the Council meeting so that an attempt to provide the special accommodations can be made.

R E G U L A R A G E N D A**ORDINANCE**(96) Ordinance No. 743

Adopting the 2019-2020 Biennial Budget.

(109) Ordinance No. 744

Making a declaration of substantial need for purposes of setting the limit factor for the Property Tax Levy for 2021.

(112) Ordinance No. 745

Relating to ad valorem property taxes; establishing the amount to be raised in 2021 by taxation on the assessed valuation of the property of the City; and setting the Property Tax Levy rate for 2021.

(116) Ordinance No. 746

Adopting the 2021-2022 Biennial Budget.

RESOLUTION(120) Resolution No. 2020-14

Setting the City of Lakewood 2021 Fee Schedule.

UNFINISHED BUSINESS**NEW BUSINESS****REPORTS BY THE CITY MANAGER**

(175) Coronavirus Relief Fund (CRF) Grant Funding Status Update.

CITY COUNCIL COMMENTS**ADJOURNMENT**

Persons requesting special accommodations or language interpreters should contact the City Clerk, 253-983-7705, as soon as possible in advance of the Council meeting so that an attempt to provide the special accommodations can be made.

CITY OF LAKEWOOD



PROCLAMATION

WHEREAS, the Nisqually and Steilacoom people were the first inhabitants of what is now the City of Lakewood, using the prairie lands as a ready source of food and a gathering place; and

WHEREAS, Indigenous peoples contributions are woven deeply into our City's rich tapestry; and

WHEREAS, Indigenous people have influenced every stage of our City's development; and

WHEREAS, Indigenous people have played a vital role in our community and their contributions have enhanced the prosperity and greatness of the City today; and

WHEREAS, the City acknowledges that every community owes its existence and vitality to generations from around the world who contributed their hopes, dreams, and energy to making the history which led to this moment; and

WHEREAS, the City would like to recognize that we are on the lands of the Nisqually and Steilacoom people, and acknowledge the history of dispossession that allowed for the growth of our community; and

WHEREAS, the City offers respect to the Nisqually and Steilacoom people and their Elders, past, present, and emerging; and

WHEREAS, Indigenous people have participated in every major U.S. military encounter from the Revolutionary War to recent conflicts in the Middle East, serving at a higher rate in proportion to their population than any other ethnic group; and

WHEREAS, Indigenous people are a testament to the deep importance of culture and vibrancy of traditions, passed down throughout generations; and

WHEREAS, our community reaffirms its commitment to respect and preserve the traditions and culture and to honor the unique heritage of our first inhabitants; and


WHEREAS, the City recognizes our responsibility to value all people, and are committed to equitably serving all people in our diverse community.

NOW, THEREFORE, BE IT RESOLVED that the Lakewood City Council does hereby proclaim November, 2020 as

Native American Heritage Month

in the City of Lakewood and calls upon all citizens to commemorate this month with appropriate programs and activities.

PROCLAIMED this 16th day of November, 2020.


Don Anderson, Mayor



LAKEWOOD CITY COUNCIL STUDY SESSION MINUTES

Monday, October 26, 2020

City of Lakewood

<https://www.youtube.com/user/cityoflakewoodwa>

Telephone via Zoom: +1(253) 215- 8782

Participant ID: 868 7263 2373

CALL TO ORDER

Mayor Anderson called the meeting to order at 7:00 p.m.

ROLL CALL

Councilmembers Present: 7 – Mayor Don Anderson; Deputy Mayor Jason Whalen; Councilmembers Mary Moss, John Simpson, Mike Brandstetter, Paul Bocchi and Linda Farmer.

Lakewood's Promise Advisory Board Members Present: 4 – Chair Ellie Wilson, Joyce Loveday, Michele Johnson, Leanna Christian.

ITEMS FOR DISCUSSION:

Joint Lakewood's Promise Advisory Board Meeting.

Chair Ellie Wilson introduced herself and members of the Lakewood's Promise Advisory Board (LPAB). Dr. Joyce Loveday highlighted the 2020 work plan items. She shared that LPAB's primary focus was directed at youth mental health and workforce development initiatives as well as gathering community input. Discussion ensued related to enhancing youth mental health resources and job training programs.

Police Chief Commendation Awards.

Chief Zaro presented Sergeant Pete Johnson, Officer Melody Wright and Officer Jared Pingul with Life Saving Awards for their efforts responding to the Pierce Transit Park and Ride on June 28th and rendering medical aid to a gunshot victim.

He then presented Officer Jacob Veenker and Reserve Officer Travis Smith with the Medal of Distinguished Service and Officer Vince Sivankeo with the Police Chief Commendation Award for their work in May, responding to and evacuating residents from an apartment fire in the Springbrook neighborhood.

Review of 3rd Quarter (2020) Police Report.

Chief Zaro shared that overall calls for service and arrests are down in the 3rd Quarter. He shared a comparison of crimes against population by district, crimes at Western State Hospital, property and society crimes, accidents and total crimes by quarter from 2017-2020. He provided an analysis of major events that occurred which included a homicide, fatality collision and two officer involved shooting investigations which were conducted for the Tacoma Police Department. He then shared that motor vehicle thefts were on the rise and the Puget Sound Auto Theft Task Force arrested 5 individuals who accounted for at least 80 vehicles thefts that took place on the I-5 corridor. Discussion ensued related to COVID-19 jail booking restrictions.

Review of Year-End (2020) Budget Adjustment.

Assistant City Manager for Administrative Services Kraus provided an overview of the 2020 year-end budget adjustment.

Initiative 976 Update.

City Manager Caulfield shared that the Washington State Supreme Court ruled Initiative 976 as unconstitutional. He shared that information was provided in the City Council agenda packet related to projects to be funded with Transportation Benefit District revenues as well as options and recommendations on how the monies could be used. Discussion ensued.

ITEMS TENTATIVELY SCHEDULED FOR THE NOVEMBER 2, 2020 REGULAR CITY COUNCIL MEETING:

1. Proclamation declaring November 11, 2020 as Veterans Day and the month of November 2020 as Veterans Appreciation Month.
2. Business Showcase. – *CrossFit 253, Danny and Deana Williams, Owners*
3. Youth Council Report.
4. Clover Park School District Report.
5. Authorizing the execution of an agreement with Gordon Thomas Honeywell Governmental Affairs for state governmental relations services. – (Motion – Consent Agenda)
6. Authorizing the execution of an agreement with Johnston Group for federal governmental relations services. – (Motion – Consent Agenda)
7. This is the date set for a public hearing on the Year-End (2020) Budget Adjustment. – (Public Hearings and Appeals)

8. This is the date set for a public hearing on the 2021 Property Tax Levy. – (Public Hearings and Appeals)
9. This is the date set for a public hearing on the 2021-2022 Proposed Biennial Budget. – (Public Hearings and Appeals)
10. Review of Public Defender Contract. – (Reports by the City Manager)
11. JBLM North Access Improvement Project Phase 2 Parking Update. – (Reports by the City Manager)
12. Review of CARES Act Funding Allocations. – (Reports by the City Manager)

REPORTS BY THE CITY MANAGER

City Manager Caulfield shared that Congress has made \$1.5 Billion in Economic Development Administration (EDA) funds available for infrastructure projects. He shared that the City has submitted a grant application for \$3.1 Million to support the Custer Road Complete Streets project and is reviewing five other projects that may qualify for funding.

He then shared that the Enhanced Services Facility (ESF) that has been proposed for 11417 Pacific Highway SW conducted the required public community meeting on October 21st and the video of the meeting has been downloaded to City Council I-Pads for viewing.

He then shared that Sound Transit will not test trains along the Point Defiance Bypass Route this year and the soonest this would occur is the early part of 2021. He noted that the City continues to request that the 79 mph speeds be lowered given the number of at-grade crossings and environment along this rail corridor. Sound Transit has noted that any change will require approval from other agencies although is committed to undertaking this review on the City's behalf.

He shared that the City's Christmas Tree lighting event will be virtual this year therefore we will need to schedule time to film the Mayor and City Councilmembers providing a holiday message.

He reported that the 2020 Farmers Market was a huge success with vendor sales increasing from 2019.

He then shared that the Commercial Aviation Coordinating Commission (CACC) held a virtual meeting on October 21st during which there were no discussions related to McChord Field at Joint Base Lewis McChord as a potential siting for a new airport. The CACC will issue a report in February, 2021 and the City will continue to monitor.

CITY COUNCIL COMMENTS

Councilmember Moss shared that she provided Council Remarks at the Clover Park School District Board meeting this evening.

Councilmember Brandstetter shared that he attended the virtual Association of Washington Cities (AWC) Cities on Tap meeting which highlighted AWC's legislative priorities for the upcoming session.

Councilmember Farmer commented on the Onyx Drive and Veterans Drive road improvement projects. She complimented the Parks and Recreation Department for their work at this years Farmers Market. She shared that this week she will attend the Sex Offender Policy Board meeting.

Deputy Mayor Whalen shared that he last week attended the Economic Development Board's annual retreat.

Mayor Anderson shared that last week he attended Lakewood Chamber Military Affairs meeting where Colonel Skye Duncan, JBLM Garrison Commander presented. He shared that he will sign the South Sound Housing Affordability Partners (SSHAP) letter that was reviewed by the City Council last week.

Mayor Anderson announced that Council will recess into Executive Session for approximately 30 minutes pursuant to RCW 42.30.110(1)(g) to review the performance of a public employee. The Council is not expected to take final action following the Executive Session.

The Council recessed into Executive Session at 8:52 p.m. At 9:22 p.m. Mayor Anderson announced that the Executive Session will be extended by 10 minutes. Council reconvened at 9:33 p.m.

ADJOURNMENT

There being no further business, the meeting adjourned at 9:35 p.m.

DON ANDERSON, MAYOR

ATTEST:

BRIANA SCHUMACHER
CITY CLERK



LAKEWOOD CITY COUNCIL MINUTES

Monday, November 2, 2020

City of Lakewood

<https://www.youtube.com/user/cityoflakewoodwa>

Telephone via Zoom: +1(253) 215- 8782

Participant ID: 86872632373

CALL TO ORDER

Mayor Anderson called the meeting to order at 7:00 p.m.

ROLL CALL

Councilmembers Present: 7 – Mayor Anderson, Deputy Mayor Jason Whalen; Councilmembers Mary Moss, Mike Brandstetter, John Simpson, Linda Farmer and Paul Bocchi.

PROCLAMATIONS AND PRESENTATIONS

Proclamation declaring November 11, 2020 as Veterans Day and the month of November 2020 as Veterans Appreciation Month.

MAYOR ANDERSON PRESENTED A PROCLAMATION DECLARING NOVEMBER 11, 2020 AS VETERANS DAY AND THE MONTH OF NOVEMBER 2020 AS VETERANS APPRECIATION MONTH TO COLONEL JONATHAN CHUNG, 2/2 STRYKER BRIGADE COMBAT TEAM COMMANDER.

Business Showcase. – 253STRONG

MAYOR ANDERSON PRESENTED A BUSINESS SHOWCASE TO MR. DANNY WILLIAMS, OWNER, 253STRONG.

Youth Council Report.

Youth Councilmember Kayala Purdie reported that November 6th is end of the first quarter and that Clover Park High School students are hosting a YES Summit on November 12th and 13th. Youth Councilmember Hank Jones then shared that the Youth Council is preparing for the annual Holiday Parade, planning celebrations for the City's 25th Birthday and that Harrison Prep students are working on IB personal projects where they will develop a skill and put it into global concept and elections for student Council.

Clover Park School District Report.

Clover Park School District (CPSD) Board Director Dr. Marty Schafer shared that the CPSD Board looks forward to scheduling a joint meeting to collaborate with the City Council.

He commented that the current dates identified for a hybrid return to school model are January 4th and February 2nd although will depend on the positive COVID-19 case rates in Pierce County.

He shared that free meals continue to be available to all students through the end of the school year although students should still complete and return application forms for free and reduced meals if they qualify.

He then shared that Rainier Elementary, Dower Elementary and Beachwood Elementary School were recognized as top elementary schools in the region, three CPSD students received awards for their participation in Pierce County Library's Our Own Expressions Teen Writing and Art Contest, and four Clover Park High School students are participating in a leadership program established by the Military Child Education Coalition aimed at developing leadership knowledge and skills.

He spoke about CPSD's We See Lakewood campaign which celebrates diversity and collaboration and shared that Parent-Teacher and Student led conferences will be held on November 18th through 20th, November is Native American Heritage month and CPSD will highlight four weeks of thanks during the month of November each focused on spotlighting educators in the community.

PUBLIC COMMENTS

Speaking before Council were:

Dennis Haugen, Sioux Falls, South Dakota, spoke about the City of Seattle being declared an anarchy jurisdiction, Democratic leadership and the importance of law and order.

Julian Wheeler, Lakewood resident, signed in to provide public comments although due to technical audio issues was unable to provide comments.

C O N S E N T A G E N D A

- A. Approval of the minutes of the City Council study session of October 12, 2020.
- B. Approval of the minutes of the City Council special meeting of October 14, 2020.
- C. Approval of the minutes of the City Council meeting of October 19, 2020.
- D. Approval of claims vouchers, in the amount of \$2,702,224.51, for the period of September 17, 2020 through October 15, 2020.
- E. Approval of payroll checks, in the amount of \$2,493,592.11, for the period of September 16, 2020 through October 15, 2020.

F. Motion No. 2020-57

Authorizing the execution of an agreement with Gordon Thomas Honeywell Governmental Affairs, in the amount of \$58,350, for State Governmental Relations services from January 1, 2021 through December 31, 2021.

G. Motion No. 2020-58

Authorizing the execution of an agreement with Johnston Group, in the amount of \$54,000, for Federal Governmental Relations services from January 1, 2021 through December 31, 2021.

H. Motion No. 2020-59

Authorizing the award of a contract to KBH Construction, Inc., in the amount of \$149,178, for the Gateway and Service Club Sign Project.

I. Motion No. 2020-60

Authorizing award of a contract to Marles Corporation DBA Amaya Electric, in the amount of \$350,000, for the 2020 Electrical Services project.

J. Motion No. 2020-61

Reappointing Elise Bodell and Wanda Elder to serve on the Lakewood's Promise Advisory Board through May 21, 2023.

K. Items filed in the Office of the City Clerk:

1. Planning Commission meeting minutes of September 16, 2020.
2. Landmarks and Heritage Advisory Board meeting minutes of September 24, 2020.

COUNCILMEMBER SIMPSON MOVED TO ADOPT THE CONSENT AGENDA AS PRESENTED. SECONDED BY COUNCILMEMBER MOSS. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

R E G U L A R A G E N D A

PUBLIC HEARINGS AND APPEALS

This is the date set for a public hearing on the 2020 Year-End Budget Adjustment.

There being no public testimony, the public hearing was declared closed at 7:55 p.m.

This is the date set for a public hearing on the 2021 Property Tax Levy.

There being no public testimony, the public hearing was declared closed at 7:59 p.m.

This is the date set for a public hearing on the 2021-2022 Proposed Biennial Budget.

There being no public testimony, the public hearing was declared closed at 8:04 p.m.

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

REPORTS BY THE CITY MANAGER**Review of Proposed Primary Public Defender Contract.**

Senior Policy Analyst Kelley-Fong shared that Horwath Law has provided Public Defender contract services since 2016. She shared that the current contract is expiring at the end of the year and it is anticipated that the public defender caseload will decrease after 2020 as the City will no longer provide municipal court services for the City of University Place. The proposed contract allows for a base compensation for 1400 cases, includes investigation and expert services and the duration is for years 2021-2025. This contract will come forward for City Council consideration on November 16th.

JBLM-North Access Improvement Phase I Construction - Parking Update.

Public Works Engineer Director Bucich shared three configurations for proposed parking options at Gravelly Lake Drive and Veterans Drive in front of the Lakewold Gardens facility. Discussion ensued and direction was provided to move forward with parking option 3, which includes 32 parking stalls with islands and to be constructed in one phase.

Coronavirus Relief Fund (CRF) Grant Funding Status Update.

Planning Manager Speir shared that the since October 12th the City allocated an additional \$278,000 for Residential Rental Assistance and \$118,000 for Commercial Landlord Assistance. She shared that weekly updates will be provided to the City Council through the completion of the grant period. Discussion ensued related to reimbursements to the City by the Department of Commerce.

City Manager Caulfield reported that discussions continue with the U.S. Army, Joint Base Lewis McChord and Congressional delegation regarding the North Clear Zone and use of funding for relocation expenses.

He shared that the City is working with Pierce County to explore options for acquiring the Fort Lewis Motel to be used as a homeless shelter, both agencies would provide funding for acquisition of property and work with partner agencies to provide the services and Pierce County Superior Court has resumed civil jury trials and will begin holding Court tomorrow at the Lakewood Senior Activity Center.

He then shared that the Parks, Recreation and Community Services Department secured a \$3,000 grant from the Washington State Department of Archeology and Preservation to rebuild the Western State Hospital Memorial Cemetery Sign which will be completed by an Eagle Scout.

He reported that the Lake Steilacoom Improvement Club will be holding their annual meeting over email this year to vote on a budget and elect board members, the city who owns property on the lake at Edgewood Drive, will be represented by Deputy Mayor Whalen.

He then noted that the Public Works Engineering Department will begin advertising for various transportation improvement projects which includes the Lakewood Drive from Steilacoom Blvd to Flett Creek, 111th/112th street improvements and the Lakewood Drive to 100th traffic signal improvements, these contracts will come forward for consideration at the December 7th City Council regular meeting.

He shared that Pierce County Emergency Operations Center will have mobile COVID-19 testing at Fort Steilacoom Park on November 6, 15th, and December 4th from 10 a.m. to 3 p.m. and the Lakewood Police Department will be hosting the Fallen Officers Food Drive from November 16th through November 23rd and a Blood Drive on November 19th.

He shared that the Parks, Recreation and Community Services Director conducted a community outreach event yesterday at Springbrook Park regarding park design and he noted that the National Guard has been activated, if needed, in response to Election Day on November 3rd although there is no direct evidence of a security concern for the Lakewood community.

CITY COUNCIL COMMENTS

Councilmember Simpson shared that last week he presented to the Cascade Club of Tacoma and complimented the City Clerk for her support during this presentation.

Councilmember Brandstetter shared that he attended the Springbrook Park community outreach event.

Deputy Mayor Whalen shared that last week he attended Puget Sound Regional Council General Assembly meeting where VISION2050 passed.

Mayor Anderson, in honor of Veterans Days, commented on the partnership between JBLM, the City and the South Sound Military and Communities Partnership (SSMCP) and shared that hotels were provided to families to quarantine upon there redeployment from Korea.

Mayor Anderson announced that Council will recess into Executive Session for approximately 20 minutes pursuant to RCW 42.30.110(1)(g) to review the performance of a public employee. The Council is not expected to take final action following the Executive Session.

The Council recessed into Executive Session at 8:55 p.m. and reconvened at 9:17 p.m.

ADJOURNMENT

There being no further business, the meeting adjourned at 9:17 p.m.

DON ANDERSON, MAYOR

ATTEST:

BRIANA SCHUMACHER
CITY CLERK

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: November 16, 2020	TITLE: Authorizing the execution of a Primary Public Defender Contract with Horwath Law, PLLC.	TYPE OF ACTION: — ORDINANCE NO. — RESOLUTION NO.
REVIEW: November 2, 2020	ATTACHMENTS: Contract for Primary Public Defender Services 2021-2025 with Horwath Law, PLLC.	<u> X </u> MOTION NO. 2020-62 — OTHER


SUBMITTED BY: Shannon Kelley-Fong, Senior Policy Analyst

RECOMMENDATION: Authorize the City Manager to execute the Contract for Primary Public Defender Services 2020-2025 with Horwath Law, PLLC.

DISCUSSION: Since 2016 the City of Lakewood has received primary public defender services from Horwath Law, PLLC. The City's current contract with Horwath Law terminates on January 31, 2020. While this contract includes a two-year extension provision, it is recommended that the City execute a new contract with Horwath Law for public defender services for 2021-2025 that would provide coverage for 1,400 cases per year rather than 1,600 cases per year. Public defender caseloads are anticipated to decrease due to the City no longer providing University Place with municipal court services after 2020.

ALTERNATIVE(S): The City could elect to not contract public defender services from Horwath Law. If so desired, the City would begin the process of selecting a new public defender service provider by soliciting requests for proposals (RFP) for this service. If pursued, it is likely that the City would be charged twice for some cases as it was in 2016. The City could also choose to execute a contract extension of the current contract provided Horwath Law is amicable to this contract extension. The City could also continue to attempt to negotiate different terms than those currently prescribed in the contract proposal.

FISCAL IMPACT: It is estimated that this contract will total around 512,000 in 2021, 518,900 in 2022, 530,000 in 2023, 543,000 in 2024, and 555,100 in 2025.

Shannon Kelley-Fong	
Prepared by	
Department Director	City Manager Review

PROFESSIONAL SERVICES AGREEMENT FOR PUBLIC DEFENSE SERVICES – PRIMARY

This Professional Services Agreement ("Agreement"), made and entered into this 16th day of November, 2020, by and between the City of Lakewood, a Washington municipal corporation ("City"), and Horwath Law PLLC ("Contractor"). The City and Contractor (together "Parties") are located and do business at the below addresses which shall be valid for any notice required under this Agreement:

Horwath Law PLLC: Angela Horwath 1117 Tacoma Ave South Tacoma, WA 98402 253.507.4706 (telephone) 253.507.4196 (facsimile) horwathlaw@gmail.com (email)	CITY OF LAKEWOOD: Shannon Kelley-Fong Senior Policy Analyst 6000 Main Street SW Lakewood, WA 98499 (253) 983-7717 (telephone) skelleyfong@cityoflakewood.us
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The Parties agree as follows:

1. **DEFINITIONS.**

- A. **Attorney.** Attorney shall mean attorneys working for Horwath Law PLLC, and where appropriate shall include Rule 9 interns.
- B. **Case.** A Case shall mean the filing of a document with the court naming a person as defendant or respondent, to which an Attorney is appointed in order to provide representation. In courts of limited jurisdiction multiple citations from the same incident shall be counted as one case. Cases reassigned to a conflict public defender or cases in which a defendant hires a private attorney for representation shall not be counted as a case.
- C. **Contractor.** Contractor shall mean Horwath Law PLLC, and shall mean each attorney working for the Contractor.
- D. **Defendant.** Defendant shall mean a person charged with a misdemeanor or gross misdemeanor offense that is filed into the Lakewood Municipal Court, and for whom the Contractor must provide services pursuant to Section III of this Agreement.

2. **TERM.** The term of this agreement shall be from the date of execution for the period January 1, 2021 through December 31, 2025, unless sooner terminated as provided herein.

3. **SERVICES.** The Contractor shall perform the services more specifically described in Exhibit "A", attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted professional practices for other similar services within Washington State in effect at the time those services are performed, performed to the City's satisfaction. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services shall begin immediately upon the effective date of this Agreement. Services shall be subject, at all times, to inspection by and approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement,

notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery.

4. TERMINATION. The City may terminate this Agreement immediately if the Contractor fails to maintain required insurance policies, breaches confidentiality, or materially violates Section 13; and such may result in ineligibility for further City agreements.

4.1 For Cause. This agreement may be terminated for good cause for violation of any material term of this agreement. "Material term" shall include any violation indicating a failure to provide representation in accordance with the rules of court, the ethical obligations established by the Washington State Bar Association, the willful disregard of the rights and best interests of the client, a willful violation of the Standards for Indigent Defense as adopted by the Washington State Supreme Court (hereinafter the "Standards") or the Wilbur, et al v. Mt. Vernon, et al (hereinafter the "Decision"), the provisions of Section 7 relating to insurance, conviction of a criminal charge, and/or a finding that the license of the Attorney or any Contractor providing service under this agreement has been suspended or revoked. Any violation of the other provisions of this Contract shall be subject to cure. Written notice of contract violation shall be provided to the Contractor who shall have thirty (30) business days to cure the violation. Failure to correct the violation will give rise to termination for cause at the City's discretion. In lieu of terminating this contract, the City may agree in writing to alternative corrective measures.

4.2 Without Cause. Either party may terminate this Agreement at any time without cause upon giving the non-terminating party not less than one hundred twenty (120) days prior written notice. The parties may agree in writing to terminate this contract at any time. Unless otherwise agreed to in writing, termination or expiration of this contract does not affect any existing obligation or liability of either party.

4.3 Obligations survive Termination. In the event of termination of this agreement, the following obligations shall survive and continue:

4.3.1 Representation. The compensation established in this agreement compensates the Contractor for services relating to each and every assigned case. Therefore, in the event this agreement is terminated, the Contractor will continue to represent clients on previously assigned cases until a case is concluded at the trial court level or the defendant fails to appear and a warrant issues. For the purposes of this contract the term "concluded" is defined as "the Court has accepted a proposed resolution, including the entry of a plea, diversion agreement (PDA), stipulated order of continuance (SOC), veteran's court, deferred prosecution, and specifically excluding post-resolution status."

4.3.1.1 For those matters set for trial within sixty (60) calendar days of the final Agreement date, through trial of the failure or the defendant to appear (FTA) for trial, or

4.3.1.2 For all other matters, for a period of thirty (30) days, provided, however, that if the defendant fails to appear (FTA) for a court appearance, the Contractor may seek to withdraw following the FTA.

4.3.2 The provisions of Exhibit "A" and sections 6 and 7 below, as well as this subsection 4.3 (Obligations survive Termination) survive termination as to the Contractor. The City shall remain bound by the provisions of section 3 of Exhibit "B" with respect to additional costs incurred with respect to cases concluded after the termination of this contract.

5. COMPENSATION.

5.1 Amount. The total compensation to be paid to the Contractor shall be detailed in Exhibit B. These fees include all labor, materials and expenses required for the completion of these services. Except as otherwise provided in Exhibit "B", the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

5.2 Payment. Payment to the Contractor by the City in accordance with the above shall be the total compensation for all work performed under this agreement and supporting documents hereto as well as all subcontractor's fees and expenses, supervision, labor supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals. If the Services do not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement. The Contractor shall be paid based on the proposed compensation. Unless otherwise specified in this Agreement, any payment shall be considered timely if a check is mailed or is available within 30 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this agreement.

6. INDEMNIFICATION.

6.1 Contractor Indemnification. The Contractor agrees to release, indemnify, defend, and hold the City, its elected officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers harmless from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, taxes, losses, fines, fees, penalties expenses, attorney's fees, costs, and/or litigation expenses to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives; arising from, resulting from, or in connection with this Agreement or the acts, errors or omissions of the Contractor in performance of this Agreement, except for that portion of the claims caused by the City's sole negligence. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. Contractor shall ensure that each sub-contractor shall agree to defend and indemnify the City, its elected officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers to the extent and on the same terms and conditions as the Contractor pursuant to this paragraph. The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

6.2 Industrial Insurance Act Waiver. It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. The Parties acknowledge that they have mutually negotiated this waiver.

6.3 City Indemnification. The City agrees to release, indemnify, defend and hold the Contractor, its officers, directors, shareholders, partners, employees, agents, representatives, and sub-contractors harmless from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, losses, fines, fees, penalties

expenses, attorney's fees, costs, and/or litigation expenses to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the City.

6.4 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

7. **INSURANCE**. The Contractor agrees to carry insurance for liability which may arise from or in connection with the performance of the services or work by the Contractor, their agents, representatives, employees or subcontractors for the duration of the Agreement and thereafter with respect to any event occurring prior to such expiration or termination as follows:

7.1. Minimum Limits. The Contractor agrees to carry as a minimum, the following insurance, in such forms and with such carriers who have a rating that is satisfactory to the City:

a. Commercial general liability insurance covering liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury, bodily injury, death, property damage, products liability, advertising injury, and liability assumed under an insured contract with limits no less than \$1,000,000 for each occurrence and \$1,000,000 general aggregate.

b. Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington;

c. Automobile liability insurance covering all owned, non-owned, hired and leased vehicles with a minimum combined single limits in the minimum amounts required to drive under Washington State law per accident for bodily injury, including personal injury or death, and property damage.

d. Professional liability insurance with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate for damages sustained by reason of or in the course of operation under this Agreement, whether occurring by reason of acts, errors or omissions of the Contractor.

7.2. No Limit of Liability. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. The Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

7.3. Additional Insured, Verification. The City shall be named as additional insured on all commercial general liability insurance policies. Concurrent with the execution of this Agreement, Contractor shall provide certificates of insurance for all commercial general liability policies attached hereto as Exhibit "C" and incorporated by this reference. At City's request, Contractor shall furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. If Contractor's insurance policies are "claims made," Contractor shall be required to maintain tail coverage for a minimum period of three (3) years from the date this Agreement is actually terminated or upon project completion and acceptance by the City.

7.4 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement.

8. **CONFIDENTIALITY.** All records submitted by the City to the Contractor will be appropriately safeguarded by the Contractor. Client documents, work product, and other client confidences and communications shall be maintained by the Contractor in accordance with the Attorney Client Privilege. The Contractor will fully cooperate with the City in identifying, assembling, and providing records in case of any public records disclosure request to the extent permitted by the Attorney Client Privilege.

9. **INDEPENDENT CONTRACTOR.** The Parties intend that the Contractor shall be an independent contractor and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. The Contractor shall pay all income and other taxes due except as specifically provided in Section 5. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. If the Contractor is a sole proprietorship or if this Agreement is with an individual, the Contractor agrees to notify the City and complete any required form if the Contractor retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Contractor's failure to do so.

10. **CONFLICT OF INTEREST.** It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.

11. **EQUAL OPPORTUNITY EMPLOYER.** In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Contractor or its subcontractors of any level, or any of those entities' employees, agents, subcontractors, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.

12. **GENERAL PROVISIONS.**

12.1 **Interpretation and Modification.** This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this

Agreement, the terms of this Agreement shall prevail. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Any act done by either Party prior to the effective date of the Agreement that is consistent with the authority of the Agreement and compliant with the terms of the Agreement, is hereby ratified as having been performed under the Agreement. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties.

12.2 Assignment and Beneficiaries. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

12.3 Compliance with Laws. The Contractor shall comply with and perform the Services in accordance with all applicable federal, state, local, and city laws including, without limitation, all City codes, ordinances, resolutions, regulations, rules, standards and policies, as now existing or hereafter amended, adopted, or made effective.

12.4 Contractor's Employees – Employment Eligibility Requirements. The Contractor and any subcontractors shall comply with E-Verify as set forth in Lakewood Municipal Code Chapter 1.42. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Contractor shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Contractor shall continue participation in E-Verify throughout the course of the Contractor's contractual relationship with the City. If the Contractor uses or employs any subcontractor in the performance of work under this contract, or any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Contractor. The Contractor shall show proof of compliance with this section, and/or proof of subcontractor compliance with this section, within three (3) working days of the date of the City's request for such proof.

12.5 Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those

covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the Pierce County Superior Court, Pierce County, Washington, unless the parties agree in writing to an alternative process. If the Pierce County Superior Court does not have jurisdiction over such a suit, then suit may be filed in any other appropriate court in Pierce County, Washington. Each party consents to the personal jurisdiction of the state and federal courts in Pierce County, Washington and waives any objection that such courts are an inconvenient forum. If either Party brings any claim or lawsuit arising from this Agreement, each Party shall pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the Parties' rights to indemnification under Section 6 of this Agreement. Any complaint regarding any violation of the Standards or which relate in any manner whatsoever to trial strategy or an ongoing case, shall be referred to the Judge of the City's Municipal Court or to the Washington State Bar Association as appropriate. Nothing herein shall be construed to obligate, require or permit the City, its officers, agents, or employees to inquire into any privileged communication between the Contractor and any assigned client.

12.6 Execution. In consideration of the mutual benefits to be derived and the promises contained herein, the City of Lakewood, Washington, a municipal corporation ("City") and the individual Public Defender(s) who will perform services under this contract (the "Contractor") have entered into this Agreement.

Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and with the same effect as if all Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. The signature and acknowledgment pages from such counterparts may be assembled together to form a single instrument comprised of all pages of this Agreement and a complete set of all signature and acknowledgment pages. The date upon which the last of all of the Parties have executed a counterpart of this Agreement shall be the "date of mutual execution" hereof.

[Signature page follows]

IN WITNESS, the Parties hereto have caused this agreement to be executed the day and year first above written.

CITY OF LAKEWOOD

CONTRACTOR

John J. Caulfield, City Manager

Angela Horwath
Horwath Law PLLC

ATTEST:

Briana Schumacher, City Clerk

APPROVED AS TO FORM:

W. Scott Snyder, Attorney

Agreed upon Exhibits will be added. They will include at least the following:

Exhibit A – Services

Exhibit B – Compensation and Contract Review

Exhibit C – Insurance Certificate

EXHIBIT “A”

SERVICES

1. Scope of Services, Standards and Warranties. The Contractor will provide indigent defense services in misdemeanor cases in accordance with the Washington State Supreme Court Standards for Indigent Defense as adopted by the City in Resolution 2014-20 as the same exists or is hereafter amended (hereinafter “Standards”) and the Wilbur, et al v. Mt. Vernon, et al (hereinafter the “Decision”). The Public Defender individually warrants that he/she has read and is fully familiar with the provisions of the Standards adopted by the City and the Decision. Compliance with these Standards and the Decision goes to the essence of this Agreement.

1.1 The Contractor shall certify compliance with the Supreme Court Rule governing case load quarterly with the Lakewood Municipal Court on the form established for that purpose by court rule. A copy of each and every such certification shall be provided to the City contemporaneously with filing. The Contractor warrants that he/she shall conform to the case load limitations not only with respect to services under this Agreement but also with respect to his/her practice as a whole, including other contracts for public defense and/or private practice.

1.2 Contractor will maintain contemporaneous records on a daily basis documenting all work performed on each assigned case. The Contractor will maintain and provide to the City monthly reports detailing:

1.2.1 the number of cases assigned during the period, to include the number of cases assigned to each attorney, the monthly total and year-to-date total for cases per attorney, the monthly total and year-to-date total of calendar hours assigned to each attorney, the charge(s) filed against each defendant, the total number of cases by each jurisdiction represented within the Lakewood Municipal Court, and the total number of cases reassigned to a conflict public defender and/or cases in which a defendant hires a private attorney for representation;

1.2.2 the disposition of cases assigned indicating the number of cases dismissed, the number of cases in which charges were reduced, the number of cases tried, and the number of cases disposed of by plea;

1.2.3 the number of cases in which a motion was brought with the Court as well as cases in which a motion was filed with the prosecutor and a reduced sentence or dismissal was negotiated;

1.2.4 the number of cases in which an investigator was utilized;

1.2.5 the number of cases which were set for trial including cases in which the defendant failed to appear;

1.2.6 the number and type of criminal cases handled outside of this contract (including cases assigned by another public entity); and

1.2.7 the percentage of the Contractor’s practice spent on civil or non-criminal matters, and the year-to-date number of cases outside of this agreement. Each Attorney’s caseload limit shall be reduced by the time the Attorney spends representing private clients or defendants that have not

been formally appointed pursuant to a finding of indigence pursuant to Office of Public Defender guidelines.

1.2.8 On a quarterly basis, the supervising attorney employed by the Contractor shall randomly select ten (10) files assigned to each attorney providing services under this contract during the preceding three months. For each of these ten files the Contractor will provide evidence to the Finance & Administrative Services Department that the Contractor is in compliance with its duties in compliance with the Decision and/or the Standards.

1.3 The Contractor further warrants that the payment reflected in Exhibit "B", Compensation, reflects all infrastructure, support, administrative services, to include training, and systems necessary to comply with the Decision and Standards except as provided in Section 2.5 of Exhibit "B". In addition, the City shall pay the sum of thirteen thousand two hundred dollars (\$13,200) for investigator services beyond the Base Compensation per year.

1.4 The Contractor promises that he/she will promptly notify the City if any circumstance, including change in rule or law, renders it difficult or impossible to provide service in compliance with the Decision and/or the Standards.

1.5 Screening to determine eligibility for legal representation at public expense will be provided by the Court. Contractor shall be provided written notice of the name, address and phone number of each Defendant to whom the Contractor has been appointed as Attorney, together with the charge and cause number within a reasonable time after determination of eligibility. Receipt of written notice shall constitute appointment as Attorney to provide legal service to such appointed Defendants. In addition, The Lakewood Municipal Court Judge may offer direct appointments of defendants in open court.

1.6 The Contractor will make Attorneys available to talk and meet with appointed clients in the Pierce County Jail, the Nisqually Jail, or other facility used by the City within thirty (30) miles of the City of Lakewood when it is deemed appropriate by the contractor in the furtherance of the attorney/client relationship.

1.7 Staffing. The Contractor shall employ a sufficient number of Attorneys to comply with caseloads. The Contractor shall provide a sufficient number of attorneys to adequately staff calendars at the Lakewood Municipal Court.

1.7.1 The Contract shall notify the City of any Attorney or intern employed or contracted with by the Contractor. All such Attorneys or interns shall agree to abide by the standards and terms of this Agreement. Any Attorney employed by the Contractor shall have the authority to perform the Services. The Contractor may employ outside associated council to assist at the Contractor's expense, which shall include the requirement to follow the standards and terms contained in this agreement.

1.8 Legal counsel and services. Legal Counsel provided by the contract shall include:

1.8.1 Representation of indigent clients at arraignment based on the schedule determined by the Municipal Court;

1.8.1.1 The Contract shall provide counsel to defendants at arraignments and status calendars regardless of whether they have been screened.

1.8.2 Representation of all appointed indigent clients at all Municipal Court proceeding after appointment;

1.8.3 Arrival to all Municipal Court calendars on time and appropriately prepared;

1.8.4 Initiate contact with new indigent clients in a confidential setting whether by phone or in-person within 72 hours of assignment and maintaining the attorney-client relationship which includes appropriate response to client contact, legal research, investigation, case preparation, witness interviews, legal advisement, preliminary hearings and motions, plea negotiations, trial preparation, and trial or disposition without trial, sentencing recommendations, the filing of a notice of appeal with specific errors noted, designation of record to be transmitted to Superior Court, and motion and orders for finding of indigence and appointment of counsel on appeal, and preparation of all legal documents, all as necessary to ensure competent legal representation of those determined to be indigent. The Public Defender will return client phone calls or other attempts to contact the Public Defender in a prompt and appropriate manner. The Public Defender shall provide the prosecutor and City police department with contact information assuring twenty-four (24) hour a day access for the limited purposes of critical stage representation.

1.8.5 Comply with all applicable public records and records retention laws;

1.8.6 Make Attorneys available to meet in-person with clients in the Pierce County Jail, the Nisqually Jail, or other facility used by the City within thirty (30) miles of the City of Lakewood.

1.8.7 Whenever the Contractor is counsel of record for an individual who is jailed on a City matter, the Contractor shall be available to appear in Court before such individual has been in custody for 24 hours; except that, this does not require the Contractor to be available to appear in Court on Saturdays, Sundays, or City holidays.

MISCELLANEOUS PROVISIONS

2. Notices

2.1 Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address as may be hereinafter specified in writing:

CITY OF LAKEWOOD

Attn: City Manager's Department
City of Lakewood 6000 Main St. SW
Lakewood, WA 98499

CONTRACTOR

Horwath Law, PLLC
1117 Tacoma Ave South
Tacoma, WA 98402

EXHIBIT “B”

Compensation and Contract Review

1. Base Compensation. Effective January 1, 2021, the City shall pay to the Contractor for services rendered under this Contract the sum of four hundred and sixty-five thousand dollars (\$465,000) annually, paid at a rate of thirty-eighty thousand seven hundred and fifty dollars (\$38,750) per month for the first one thousand and four hundred (1,400) cases assigned in a twelve-month period. If over 1,400 cases are assigned to the Contractor in a twelve-month period, the contractor will charge the amount of three hundred and twenty dollars (\$320) per case for every case over 1,400.

TABLE 2		
Base Compensation		
Year	Annual Cost	Cost per case over 1,400
2021	\$465,400	\$320
2022	\$472,200	\$328
2023	\$483,000	\$336
2024	\$495,200	\$345
2025	\$507,400	\$354

This compensation amount represents the resources necessary to provide Public Defender services through the undersigned counsel as supplemented in Section 3 below, along with all infrastructure, support, and systems necessary to comply with the Standards and Decision including by way of illustration and not limitation, training, research, secretarial and office supplies. The parties believe that they have provided sufficient capacity through this contract as well as contracts with other counsel for backup and conflict public defense case, to ensure that, in all respects and at all times, public defense service will comply with the Standards and Decision as identified in Exhibit “A.”

1.2 Case Counts. Based upon case counts maintained by the Contractor and reviewed by the City, current estimates for annual case counts for all indigent cases filed by the City is approximately one thousand four hundred (1,400) cases per year. The terms “case” and “credit” shall be defined in accordance with the Washington State Supreme Court rule and Washington Office of Public Defense guidelines. The City’s compliance is measured by an unweighted case count. Accordingly, each attorney providing services under the contract will be expected to provide representation on a maximum of four hundred cases (400) in a twelve-month time period. Additionally, probation violations are counted as one case. However, when the probation violation is only the alleged commission of a new criminal offense, and that violation is tracked with the corresponding new offense and the probation violation does not per se trigger additional work, then both the probation violation and the criminal case may be counted as one case. As provided in the Standards, case counts may be revised upwards based upon a variety of factors. Upon the Contractor’s request, the City shall review any particular case with the Contractor to determine whether greater weighting should be assigned, and upward revisions shall not be unreasonably refused. The annual case load shall be reviewed on a quarterly basis.

The compensation amount represents the resources necessary to provide adequate attorney services at all court calendar days, in-custody, and Public Defense services, through the undersigned counsel as supplemented in Section 3 below, along with all infrastructure, support, and systems necessary to comply with the Standards and Decision including by way of illustration and not limitation, training, research, secretarial and office facilities. The parties believe that they have provided sufficient capacity through this contract as well as contracts with other Attorney for backup and conflict public defense cases, to

ensure that, in all respects and at all times, public defense service will comply with the Standards and Decision as identified in Exhibit “A.”

2. Base Compensation. Except as expressly provided in Section 2.1, below, the cost of all infrastructure, administrative support and systems, as well as standard overhead services necessary to comply with the established standards, are included in the base payment provided in Section 1 above.

3. Payments in Addition to the Base Compensation. The City shall pay directly to the service provider or Contractor, as appropriate, for the following case expenses when reasonably incurred and approved by the Court or Contract Administrator from funds available for that purpose:

3.1.1 Discovery. Discovery shall be provided in accordance with law and court rule by the City Prosecutor.

3.1.2 Preauthorized Expenses. Case expenses may be requested by the Contractor and preauthorized by order of the Court. The additional amount will be paid to the Contractor as the City is billed for these services. Unless the services are performed by Contractor’s staff or subcontractors, such expenses include, but are not limited to:

- (i) investigation expenses;
- (ii) medical and psychiatric evaluations;
- (iii) expert witness fees and expenses;
- (iv) polygraph, forensic and other scientific tests;
- (v) unusually extensive computerized legal research; and
- (vi) any other non-routine expenses the Court finds necessary and proper for the investigation, preparation, and presentation of a case. In the event any expense is found by the Court to be outside of its authority to approve, the Contractor may apply to the Contract Administrator for approval, such approval not to be unreasonably withheld.

3.1.3 Lay Witness Fees. Lay witness fees and mileage incurred in bringing defense witnesses to court, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses;

3.1.4 Copying Clients’ Files. The cost, if it exceeds \$15, of providing one copy of a client’s or former client’s case file upon client’s or client’s appellate, post-conviction relief or habeas corpus attorney’s request, or at the request of counsel appointed to represent the client when the client has been granted a new trial;

3.1.5 Copies of direct appeal transcripts for representation in post-conviction relief cases. The cost, if it exceeds \$15, of making copies of direct appeal transcripts for representation in post-conviction relief cases. Contractor is limited to no more than two copies;

3.1.6 Records. To the extent such materials are not provided through discovery, medical, school, birth, DMV, and other similar records, and 911 and emergency communication recordings and logs, when the cost of an individual item does not exceed \$50; and

3.1.7 Process Service. The normal, reasonable cost for the service of a subpoena.

4. Review and Renegotiation.

4.1 Due to Increases or Decreases in Case Load. The City and the Contractor shall, at the option of either party, renegotiate this contract if there is a significant increase or decrease in the number of cases assigned. Significant "decrease" and "increase" shall mean a change of more than twenty-five percent (25%) in the number of cases assigned. If cases are estimated to approach or exceed one thousand seven hundred and fifty (1,750) cases per year, the parties may renegotiate this contract to increase case coverage and compensation. Contractor shall promptly notify the City when quarterly caseloads require use of overflow or conflict counsel to assure that cases assigned to Contractor remain within the limits adopted in this contract and comply with state and local standards. Contract renegotiations based on significant increases or decreases, as defined above, shall not take place within the first two-year period of this contract.

4.2 Renegotiation Due to Change in Rule or Standard. This contract may be renegotiated at the option of either party if the Washington State Supreme Court, the Washington State Bar or the City significantly modifies the Standards for Indigent Defense adopted pursuant to the Court rule or resolution. If any aspect or language in the contract is in conflict with The Supreme Court Standard for Indigent Defense Services, the Standards shall prevail.

EXHIBIT “C”

Insurance Certificate

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: November 16, 2020	TITLE: Authorizing the execution of a grant agreement with Washington State Emergency Management, in the amount of \$50,877, for Emergency Management Performance.	TYPE OF ACTION: — ORDINANCE NO. — RESOLUTION NO. — MOTION NO. 2020-63 — OTHER
REVIEW: November 16, 2020	ATTACHMENTS: Agreement	

SUBMITTED BY: John Unfred, Assistant Chief

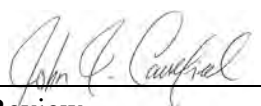
RECOMMENDATION: It is recommended that the City Council approve the 2020 annual Emergency Management Performance (EMPG) grant from WA State Emergency Management Department (EMD) to the City in the amount of \$50,877. This non-competitive grant funds a portion of the two Emergency Management Coordinators working for the newly formed West Pierce Emergency Management Coalition.

DISCUSSION: The EMPG grant is a FEMA grant program which distributes funds to states for further pass down to local Emergency Management Agencies (EMA). The purpose of the grant is to provide EMAs “with the resources required for implementation of the National Preparedness System and works toward the National Preparedness Goal of a secure and resilient nation.” WA EMD administers this grant for the state and allocates funds to local EMAs using a population-based formula.

In the past, the City, as an EMA, has used our allocated EMPG grant funds to help pay our share of the cost of the one FTE Emergency Management Coordinator we shared with West Pierce Fire and Rescue (WPFR). In January 2020, we signed an ILA with WPFR and the City of University Place to form a combined EMA, called the West Pierce Emergency Management Coalition. The Coalition now performs emergency management functions for all three jurisdictions with the City as the fiduciary agent. This agreement also added a .33 FTE EM Coordinator to the previous one FTE Coordinator, for a current total of 1.33 FTEs. Under this agreement, the Coalition is now eligible to receive EMPG grant allocations for both Lakewood and University Place, based on the combined population (fire districts are not eligible for EMPG funds). With the combined EMPG funds for both cities, the grant now exceeds the \$50,000 approval authority of the City Manager and is hereby coming to the City Council for review and consideration.

ALTERNATIVE(S): None.

FISCAL IMPACT: \$50,877

John Unfred Prepared by	 City Manager Review
Mike Zaro Department Director	

**Washington State Military Department
EMERGENCY MANAGEMENT PERFORMANCE GRANT AGREEMENT FACE SHEET**

1. Subrecipient Name and Address: Lakewood, City of West Pierce Emergency Management Coalition (WPEMC) 6000 Main Street SW Lakewood, WA 98499-5027		2. Grant Agreement Amount: \$50,877		3. Grant Agreement Number: E21-110	
4. Subrecipient Contact, phone/email: John Unfred, 253-830-5003 junfred@cityoflakewood.us		5. Grant Agreement Start Date: June 1, 2020		6. Grant Agreement End Date: August 31, 2021	
7. Department Contact, phone/email: John Hollingsworth, 253-512-7044 john.hollingsworth@mil.wa.gov		8. Data Universal Numbering System (DUNS): 949462758		9. UBI # (state revenue): 601-667-295	
10. Funding Authority: Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS)					
11. Federal Funding Identification #: EMS-2020-EP-00002-S01		12. Federal Award Date: 04/30/2020		13. Assistance Listings # (formerly CFDA) & Title: 97.042 (20EMPG)	
14. Total Federal Amount: \$7,550,758		15. Program Index # & OBJ/SUB-OBJ: 703PT NZ			16. EIN: 91-1698185
17. Service Districts: (BY LEGISLATIVE DISTRICT): 28 (BY CONGRESSIONAL DISTRICT): 10		18. Service Area by County(ies): Pierce		19. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
20. Agreement Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
22. Subrecipient Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO			23. Subrecipient Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER		
24. PURPOSE & DESCRIPTION: The purpose of the Fiscal Year (FY) 2020 Emergency Management Performance Grant (20EMPG) program is to provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal award funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards through sustainment and enhancement of those programs as described in the Work Plan. The Department is the Recipient and Pass-through Entity of the 20EMPG DHS Award Letter for Grant No. EMS-2020-EP-00002-S01, which is incorporated in and attached hereto as Attachment F and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement and the associated matching funds.					
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); Work Plan (Attachment C); Timeline (Attachment D); Budget (Attachment E); 20EMPG Award Letter EMS-2020-EP-00002-S01 (Attachment F); and all other documents expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. 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.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> 1. Applicable Federal and State Statutes and Regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget </div> <div style="width: 48%;"> 4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference </div> </div>					
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below. <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> FOR THE DEPARTMENT: <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>Signature</div> <div>Date</div> </div> <div style="margin-top: 5px;">Regan Anne Hesse, Chief Financial Officer</div> <div style="margin-top: 5px;">Washington State Military Department</div> <div style="margin-top: 20px;">BOILERPLATE APPROVED AS TO FORM: Brian E. Buchholz 4/23/2020 Sr. Assistant Attorney General</div> </div> <div style="width: 48%;"> FOR THE SUBRECIPIENT: <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>Signature</div> <div>Date</div> </div> <div style="margin-top: 5px;">John Caulfield, City Manager</div> <div style="margin-top: 5px;">City of Lakewood</div> <div style="margin-top: 20px;">APPROVED AS TO FORM (if applicable): _____ Applicant's Legal Review Date</div> </div> </div>					

SPECIAL TERMS AND CONDITIONS**ARTICLE I. KEY PERSONNEL**

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT		DEPARTMENT	
Name	John Unfred	Name	John Hollingsworth
Title	Assistant Police Chief	Title	Program Coordinator
E-Mail	junfred@cityoflakewood.us	E-Mail	john.hollingsworth@mil.wa.gov
Phone	253-830-5003	Phone	253-512-7044
Name	Mike Zaro	Name	Tirzah Kincheloe
Title	Police Chief	Title	Program Manager
E-Mail	mzaro@cityoflakewood.us	E-Mail	tirzah.kincheloe@mil.wa.gov
Phone	253-830-5001	Phone	253-512-7456
Name	Christine Badger	Name	
Title	EM Coordinator	Title	
E-Mail	cbadger@cityoflakewood.us	E-Mail	
Phone	253-983-7797	Phone	

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 20EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2020 Emergency Management Performance Grant (EMPG) document, the FEMA Preparedness Grants Manual document, the DHS Award Letter for Grant No. EMS-2020-EP-00002-S01, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The DHS Award Letter is incorporated in this Agreement as Attachment F.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the performance period described herein may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the state of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENT

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 20EMPG funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.
- b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 20EMPG funds, including, but not limited to, those contained in 2 CFR 200.
 - ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 20EMPG Program, including, but not

limited to, all criteria, restrictions, and requirements of The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2020 Emergency Management Performance Grant (EMPG) document, the DHS Award Letter for Grant No. EMS-2020-EP-00002-S01 in Attachment F, and the federal regulations commonly applicable to DHS/FEMA grants.

- iii. The Subrecipient shall be responsible to the Department for ensuring that all 20EMPG federal award funds provided to its subrecipients, and associated matching funds, are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment F of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

- a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment E), an indirect cost rate agreement negotiated between the federal cognizant agency and the Subrecipient establishing approved indirect cost rate(s) as described in 2 CFR 200.414 and Appendix VII to 2 CFR 200 must be submitted to the Department Key Personnel. However, under 2 CFR 200.414 (f), if the Subrecipient has never received a negotiated indirect cost rate agreement establishing federally negotiated rate(s), the Subrecipient may negotiate a rate with the Department or charge a de minimis rate of 10% of modified total direct costs. The Subrecipient's actual indirect cost rate may vary from the approved rate but must not exceed the approved negotiated indirect cost rate percentage for the time period of the expenditures. If a Subrecipient chooses to charge the 10% de minimis rate, but did not charge indirect costs to previous subawards, a request for approval to charge indirect costs must be submitted to the Department Key Personnel for approval with an explanation for the change.
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by Department Key Personnel.
- e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Attachment D).

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.
- f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement and be made available upon request by the Department and auditors.
- g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment D) and, once approved, submit those costs on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver

or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.

- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within 45 days after the Grant Agreement End Date, except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline) will prohibit the Subrecipient from being reimbursed until such reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. A written amendment will be required if the Subrecipient expects cumulative transfers to budget categories, as identified in the Budget (Attachment E), to exceed 10% of the Grant Agreement Amount. Any changes to budget category totals not in compliance with this paragraph will not be reimbursed without approval from the Department.
- m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachment C) activities in the format provided by the Department.
- b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report describing all completed activities under this Agreement.
- c. In conjunction with the final report, the Subrecipient shall submit a separate report detailing how the EMPG Training requirements were met for all personnel funded by federal or matching funds under this Agreement.
- d. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department an Audit Certification/FFATA Form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.
- e. The Subrecipient shall participate in the State's Stakeholder Preparedness Review (SPR), Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessments, and data calls.

4. EQUIPMENT AND SUPPLY MANAGEMENT

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.318 – 200.326 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:

- i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, Subrecipient grant agreement, or other means of legal transfer of ownership is in place.
- ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
- iii. Inventory system records shall include:
 - A. description of the property
 - B. manufacturer's serial number, model number, or other identification number
 - C. funding source for the equipment, including the Federal Award Identification Number (FAIN)
 - D. Assistance Listings Number (formerly CFDA Number)
 - E. who holds the title
 - F. acquisition date
 - G. cost of the equipment and the percentage of federal participation in the cost
 - H. location, use, and condition of the equipment at the date the information was reported
 - I. disposition data including the date of disposal and sale price of the property.
- iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well maintained and kept in good operating condition.
- vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.
- vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
- viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
 - A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the

project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.

B. For Equipment:

- 1) Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency.
 - 2) Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).
- ix. Records for equipment shall be retained by the Subrecipient for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Allowable categories for the EMPG Program are listed on the Authorized Equipment List (AEL) located on the FEMA website at <http://www.fema.gov/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program and includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.
- If the item is not identified on the AEL as allowable under EMPG, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval prior to acquisition.
- d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- e. The Subrecipient must pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward under this Agreement.

5. **ENVIRONMENTAL AND HISTORICAL PRESERVATION**

- a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) program. EHP program information can be found at <https://www.fema.gov/environmental-planning-and-historic-preservation-compliance> all of which are incorporated in and made a part of this Agreement.
- b. Projects that have historical impacts or the potential to impact the environment, including, **but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures and facilities; or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed, also require a DHS/FEMA EHP review before project initiation.

- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- d. The Subrecipient agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval received by the Subrecipient before** any work is started for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient will not be reimbursed.

6. PROCUREMENT

- a. The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions (Attachment B, A.10).
- b. For all sole source contracts expected to exceed \$250,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

7. SUBRECIPIENT MONITORING

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an Audit Certification/FFATA form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.
- c. Monitoring activities may include, but are not limited to:
 - i. Review of financial and performance reports
 - ii. Monitoring and documenting the completion of Agreement deliverables
 - iii. Documentation of phone calls, meetings (e.g. agendas, sign-in sheets, meeting minutes), e-mails and correspondence
 - iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements
 - v. Observation and documentation of Agreement related activities, such as exercises, training, events, and equipment demonstrations
 - vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.

- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

- a. The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that Subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

9. NIMS COMPLIANCE

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.
- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training, and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. In order to receive FY 2020 federal preparedness funding, to include EMPG, the Subrecipient will ensure all NIMS objectives have been initiated and/or are in progress toward completion. NIMS Implementation Objectives are located at <https://www.fema.gov/media-library/assets/documents/130743>.

B. EMPG PROGRAM SPECIFIC REQUIREMENTS

The Department receives EMPG funding from DHS/FEMA, to assist state, local, and tribal governments to enhance and sustain all-hazards emergency management capabilities as authorized by Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121 et seq.) and Section 662 of the Post Katrina Emergency Management Act (6 U.S.C. § 762).

A portion of the 20EMPG is passed through to local jurisdictions and tribes with emergency management programs to supplement their local/tribal operating budgets to help sustain and enhance emergency management capabilities pursuant to Washington Administrative Code (WAC) 118-09.

- 1. The Subrecipient shall use the EMPG funds authorized under this Agreement only to perform tasks as described in the Work Plan of the Subrecipient's application for funding, as approved by the Department and incorporated into this Agreement.
- 2. Funding may not be used to replace or supplant existing local or tribal government funding of emergency management programs.

3. The Subrecipient shall provide a fifty percent match of non-federal origin. The Federal share applied toward the EMPG budget shall not exceed fifty percent of the total budget as submitted and approved in the application and documented in the Budget (Attachment E). To meet matching requirements, the Subrecipient's cash matching contributions must be considered reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations, including, but not limited to, 2 CFR Part 200. An appropriate mechanism must be in place to capture, track, and document matching funds. In the final report, the Subrecipient shall identify how the match was met and documented.
 4. If funding is allocated to emergency communications, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.
 5. Subrecipients are encouraged to participate in the State's annual Training and Exercise Planning Workshop (TEPW)/Integrated Preparedness Planning Workshop (IPPW) or may conduct their own local/regional TEPW/IPPW.
 6. If funding is allocated to non-DHS FEMA training, the Subrecipient must request prior approval from the Department Key Personnel before attending the training. The Department will coordinate approval with the State Training Point of Contact. Pursuant to DHS/FEMA Grant Programs Directorate Policy FP 207-008-064-1 (<https://www.fema.gov/media-library/assets/documents/34856>), the training must fall within the FEMA mission scope and be included in the Subrecipient's Emergency Operations Plan. This requirement only applies to training courses and does not include attendance at conferences. See DHS/FEMA's Information Bulletin 432, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants https://www.fema.gov/media-library-data/1532096548973-d6869629eef3ce43b92691f4254829dc/Training_Course_Review_and_Approval_IB_Final_7_19_18_508.pdf. Furthermore, additional federal approvals are required for courses that relate to Countering Violent Extremism prior to attendance.
 7. All personnel funded in any part through federal award or matching funds under this Agreement shall complete and record proof of completion of:
 - a. NIMS training requirements outlined in the NIMS Training Program located at https://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf (to include ICS-100, ICS-200, IS-700, and IS-800 for most personnel) and
 - b. Either (1) the FEMA Professional Development Series IS-120, IS-230, IS-235, IS-240, IS-241, IS-242, and IS-244, or (2) the National Emergency Management Basic Academy.
- The Subrecipient will report training course completion by individual personnel along with the final report.

C. DHS TERMS AND CONDITIONS

As a Subrecipient of 20EMPG funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 20EMPG Award Letter and its incorporated documents for DHS Grant No. EMS-2020-EP-00002-S01, which are incorporated and made a part of this Agreement as Attachment F.

**Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **"Agreement"** means this Grant Agreement.
- b. **"Department"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **"Subrecipient"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "Subrecipient" is the same as in 2 CFR 200.93 for all other purposes.
- d. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- e. **"Investment"** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this Agreement. Such grant application is hereby incorporated into this Agreement by reference.

A.2 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.3 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

The Agreement performance period shall only be extended by (1) written notification of DHS/FEMA approval of the Award performance period, followed up with a mutually agreed written amendment, or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.5 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to Subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (<https://sam.gov/SAM/>) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' Debarred Vendor List (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an 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) that 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 Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, 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 and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.8 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is

responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.326 Contract provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
- 3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or

she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

- 5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- 10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy

and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
 - 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - 14) Retention of all required records for six (6) years after the Subrecipient has made final payments and all other pending matters are closed.
 - 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 - 16) Pursuant to Executive Order 13858 "Strengthening Buy-American Preferences for Infrastructure Projects," the Department encourages Subrecipients to use, to the greatest extent practicable and consistent with the law, the use of goods, products, and materials produced in the United States in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
- b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 200.326. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs and share equally the cost of the third panel member.

A.13 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the state of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the Subrecipient's agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives, except as provided for time extensions in Article A.3.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION

The Subrecipient shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.18 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless

the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned, or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by the Assistance Listings Number (formerly CFDA Number), and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.

- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

The Subrecipient shall comply with and include the following audit requirements in any subawards.

Non-federal entities, as Subrecipients of a federal award, that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of

request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

Contracts Office

Washington Military Department

Finance Division, Building #1 TA-20

Camp Murray, WA 98430-5032

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.29 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The Subrecipient, and/or employees or agents performing under this Agreement are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as, nor claim to be, an officer or employee of the Department by reason of this Agreement, nor will the Subrecipient make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the state of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Agreement.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants,

agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.33 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts

so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;

- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.34 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The Subrecipient is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The Subrecipient may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.35 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington.

A.36 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

WORK PLAN

FY 2020 Emergency Management Performance Grant

Emergency Management Organization:

West Pierce Emergency Management Coalition (Cities of Lakewood and University Place)

The purpose of EMPG is to assist with the enhancement, sustainment and improvement of state, local, and tribal emergency management programs. Activities conducted using EMPG funding should relate directly to the five elements of emergency management: prevention, protection, response, recovery, and mitigation. Washington State does not require a specific number of activities to receive EMPG funding. However, there are required capabilities that must be sustained in order to remain eligible for EMPG funding, including but not limited to the ability to communicate and warn, educate the public, train and exercise, plan, and be NIMS compliant. The Work Plan delineates the Emergency Management Organization's emergency management program planning and priority focus for this grant cycle (to include EMPG grant and local funds).

Program Area #1	4.11 Emergency Public Information and Education	
Primary Core Capability	Community Resilience	
Secondary Core Capability	Public Information and Warning	
WORK PLANNED	WHY THE WORK IS BEING DONE	RESULT OF THE WORK
Conduct Community Emergency Response Team (CERT) training in conjunction with West Pierce Fire and Rescue (WPFR).	During a large-scale disaster, first responder resources will be overwhelmed. CERT trained citizens can be a force multiplier for first responder agencies during these disasters.	Classes will add to the number of people who have additional training that can be utilized to assist community members during a disaster when traditional first responders are overwhelmed.
Provide public outreach/information regarding safety, prevention, preparedness, and emergency communication during community events and presentations.	A community that has not been educated and prepared become a liability for response organizations during a disaster. Educating the community will increase resiliency, which will reduce the impacts of a large-scale disaster and the public's reliance on the Coalition for assistance.	More citizens will be better informed about potential local disasters and how to prepare themselves and neighbors, making a more resilient and healthy community.
Work with local county and city emergency management agencies to identify Limited English Proficiency (LEP) populations and prepare emergency messaging for these populations.	The population within the Coalition boundaries is very diverse. Currently, there is limited ability to communicate important public messages in multiple languages. There is also a state requirement that requires the ability to communicate crisis or public safety messages to those with limited LEP.	LEP citizens will be contacted and educated on emergency management services, safety, prevention, preparedness, and emergency communication.

Program Area #2	4.10 Exercises, Evaluations, and Corrective Actions	
Primary Core Capability	Operational Coordination	
Secondary Core Capability	Planning	
WORK PLANNED	WHY THE WORK IS BEING DONE	RESULT OF THE WORK
Provide the Emergency Operations Center/Department Operations Center (EOC/DOC) staffs with the opportunities to take ICS/NIMS -100,	To meet state and federal guidelines under the EMPG grant, as well as to ensure EOC/DOC staff can effectively operate under ICS.	Employees will have increased knowledge regarding incident response and their specific roles in

200, 700 online and 300 and 400 in person, as well as other opportunities for advanced training through TEEX, EMI, and other sources.		EOC/DOC or in the field at the Command post level.
Conduct a virtual training EOC/DOC exercise that encompasses WPFR, University Place, Lakewood, and partner cities.	Since the Coalition serves multiple cities with potentially multiple EOCs, and are still under pandemic restrictions, staff need to be able to operate from dispersed locations using virtual technology.	The EOC/DOC will become proficient in utilizing various virtual EOC/DOC platforms (WebEOC, WATRAC, Microsoft Teams, ARES, and Zoom).
Cross-train EOC/DOC personnel with local stakeholders (Puyallup/Tacoma).	Even with the merger into the Coalition, there is still a lack of adequate staff to man a fully activated EOC for extended or multiple operational periods. The Coalition needs more staff to draw from.	EOC/DOC staff will be knowledgeable about each EOC space and capabilities and can successfully fill in when needed in the event operations are required.
Participate in a minimum of two county-run amateur radio emergency services (ARES) radio exercises.	During a major disaster, normal methods of communication are likely to fail or undergo severe restrictions. Amateur band radio provides an additional capability to help ensure communication when critical communications infrastructure is damaged.	EOC/DOCs will maintain full capability to communicate with other EOC/EMAs via hand radio to include sending and receiving of messages and faxes before, during, and after disasters.

Program Area #3		4.4 Operational Planning and Procedures
Primary Core Capability		Planning
Secondary Core Capability		Operational Coordination
WORK PLANNED	WHY THE WORK IS BEING DONE	RESULT OF THE WORK
Update the Lakewood CEMP: - Include University Place - Recovery Annex - Communications Plan (including LEP communications)	Lakewood CEMP is due for a five-year update and will include specific detailed annex plans on recovery, pandemics and LEP communication.	The addition of University Place and a Recovery Annex will provide a framework that will ensure a speedy recovery of the city's communities from the effects of a disasters. The LEP communications plan will ensure the city can communicate with significant population segments of LEP within the city and surrounding communities for notifying of life-saving information during an emergency.
Enhance the alert and warning plan that includes WPEMC .	Alert and warning necessitates the need for understanding of the various alert and warning systems primarily utilized by the WPEMC (EVERBRIDGE, CODE RED, 700, and 800 MHz).	A thorough alert and warning plan will contain specific procedures for using the various alert and warning systems available to the cities and will allow the WPEMC to effectively communicate with the entire population.

Develop a comprehensive epidemic/pandemic operations plan.	Need to ensure that current operations under this pandemic are clearly documented in order to ensure proper procedures are being followed. By creating this plan now, the Coalition can take advantage of real-world lessons to include in a plan for the next possible pandemic.	The creation of the epidemic/pandemic operations plan will assist the Coalition as the epidemic/pandemic continues and as other epidemic or pandemics emerge.
Combine the Emergency Operations Plans, guidelines, and checklists and hazard specific annexes.	Currently, there are separate and conflicting Emergency Operations and other plans within the Coalition. Continuing like this will result in poor coordination and inefficient use of resources during a disaster.	Created a unified and living document that can transcend all three entities that includes improvements to the emergency operations plans, guidelines, checklists, and hazard specific annexes.
The WPEMC will work with local stakeholders and Pierce County DEM to create spontaneous worker and donations management plans.	A lack of a plan to deal with volunteer and donations leads to increased strain and the EOC and Incident Command structure during a disaster.	The creation of volunteer and donation management plans. Collaboration between agencies will make each of these plans easier to manage.

Program Area #4	3.2 Coordination	
Primary Core Capability	Operational Communications	
Secondary Core Capability	Community Resilience	
WORK PLANNED	WHY THE WORK IS BEING DONE	RESULT OF THE WORK
Participate in monthly WPEMC committee meetings with local stakeholders to include St. Claire and Western State Hospital, Pierce and Sound Transit, Clover Park Technical College, Pierce College, Clover Park and University Place School Districts, Tacoma-Pierce County Health Department, local utilities, surrounding cities, JBLM-EM, etc.	There are many different stakeholders within the Coalition's boundaries that provide critical infrastructure or services and need to be included in the planning process.	The committee provides stakeholders the ability to network, plan, train, and prepare before, during and after disasters. Holding regular meetings ensures we achieve unity of effort, deconflict emergency plans, and reduce silos of information and work.
Attend local stakeholder-held meetings regarding disaster planning (St Claire public meetings, quarterly Public Health meetings, and others as requested).	Without Coalition participation in local stakeholder disaster planning, they will not understand capabilities and would be unable to build in proper coordination into their plans.	Better communication and coordination between partner agencies with clearly defined roles, responsibilities and expectations of parties involved in response, recovery, and planning efforts.

TIMELINE**FY 2020 Emergency Management Performance Grant**

DATE	TASK
June 1, 2020	Grant Agreement Start Date
April 30, 2021	Submit reimbursement request
August 31, 2021	Grant Agreement End Date
October 15, 2021	Submit final reimbursement request, final report, training requirement report, and/or other deliverables.

BUDGET

FY 2020 Emergency Management Performance Grant

20EMPG AWARD \$ 50,877.00

SOLUTION AREA	BUDGET CATEGORY	EMPG AMOUNT	MATCH AMOUNT
PLANNING	Salaries & Benefits	\$ -	\$ -
	Overtime/Backfill	\$ -	\$ -
	Consultants/Contractors	\$ -	\$ -
	Goods & Services	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Subtotal	\$ -	\$ -
ORGANIZATION	Salaries & Benefits	\$ -	\$ -
	Overtime/Backfill	\$ -	\$ -
	Consultants/Contractors	\$ 50,877	\$ 84,797
	Goods & Services	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Subtotal	\$ 50,877	\$ 84,797
EXERCISE	Salaries & Benefits	\$ -	\$ -
	Overtime/Backfill	\$ -	\$ -
	Consultants/Contractors	\$ -	\$ -
	Goods & Services	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Subtotal	\$ -	\$ -
TRAINING	Salaries & Benefits	\$ -	\$ -
	Overtime/Backfill	\$ -	\$ -
	Consultants/Contractors	\$ -	\$ -
	Goods & Services	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Subtotal	\$ -	\$ -
EQUIP	Equipment	\$ -	\$ -
	Subtotal	\$ -	\$ -
M&A	Salaries & Benefits	\$ -	\$ -
	Overtime/Backfill	\$ -	\$ -
	Consultants/Contractors	\$ -	\$ -
	Goods & Services	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Subtotal	\$ -	\$ -
	Indirect	\$ -	\$ -
Indirect Cost Rate on file 0.00% for Time Period of: N/A			
TOTAL Grant Agreement AMOUNT:		\$ 50,877	\$ 84,797

- The Subrecipient will provide a match of **\$50,877** of non-federal origin, 50% of the total project cost (local budget plus EMPG award).
- Cumulative transfers to budget categories in excess of 10% of the Grant Agreement Amount will not be reimbursed without prior written authorization from the Department.

Funding Source: U.S. Department of Homeland Security - PI# 703PT – EMPG

**20EMPG Award Letter
EMS-2020-EP-00002-S01**

Award Letter



U.S. Department of Homeland Security
Washington, D.C. 20472

Bret Daugherty
Washington Military Department
Building 20
Camp Murray, WA 98430 - 5122

Re: Grant No. EMS-2020-EP-00002

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2020 Emergency Management Performance Grants has been approved in the amount of \$7,550,758.00. As a condition of this award, you are required to contribute a cost match in the amount of \$7,553,739.00 of non-Federal funds, or 50 percent of the total approved project costs of \$15,104,497.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligor Document (attached to this Award Letter)
- FY 2020 Emergency Management Performance Grants Notice of Funding Opportunity

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

PATRICK GERARD MARCHAM



U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES **Emergency Management Performance Grants**

GRANTEE: Washington Military Department
PROGRAM: Emergency Management Performance Grants
AGREEMENT NUMBER: EMS-2020-EP-00002-S01

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Article I - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article II - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article III - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article IV - Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article V - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article VI - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article VII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in

accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article VIII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article IX - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article X - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XI - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XII - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XIV - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)

Article XV - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XVI - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XVII - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years as long as they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.
6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article XVIII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.)

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XIX - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XX - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity

receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XXI - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XXII - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXIII - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXIV - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXV - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVI - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXVIII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXIX - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXX - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XXXI - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

Article XXXII - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXIII - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XXXIV - Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XXXV - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVI - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXXVII - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XXXVIII - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXXIX - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XL - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XLI - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XLII - Amendment required to release remaining funds

The recipient will have immediate access to 50% of the Federal share, or \$3,775,379. The recipient agrees not to obligate, expend or drawdown the remaining 50% of the Federal share, or \$3,775,379 until a detailed budget and workplan, to include the exercise and training data tables, have been reviewed and approved by the FEMA Regional Program Manager, and an official notice has been issued removing this special condition. The detailed budget and workplan needs to be submitted by September 30, 2020.

BUDGET COST CATEGORIES

Personnel	\$4,031,487.00
Fringe Benefits	\$1,470,861.00
Travel	\$9,695.00
Equipment	\$1,921.00
Supplies	\$8,900.00
Contractual	\$9,186,990.00
Construction	\$0.00
Indirect Charges	\$394,643.00
Other	\$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMS-2020-EP-00002-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. 916001095G	4. TYPE OF ACTION AWARD	5. CONTROL NO. FY2020R10EMPG		
6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603				
9. NAME OF RECIPIENT PROJECT OFFICER Tirzah Kincheloc	PHONE NO. 2535127456	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov				
11. EFFECTIVE DATE OF THIS ACTION 10/01/2019	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 10/01/2019 To: 09/30/2022 Budget Period 10/01/2019 09/30/2022			
1 5. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Emergency Management Performance Grants	97.042	2020-FA-GA01-R107- -4120-D	\$0.00	\$7,550,758.00	\$7,550,758.00	See Totals
			\$0.00	\$7,550,758.00	\$7,550,758.00	\$7,553,739.00
b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A						
16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) Emergency Management Performance Grants recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.						
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Tirzah Kincheloc, Mrs					DATE Fri May 08 15:53:04 GMT 2020	
18. FEMA SIGNATORY OFFICIAL (Name and Title)  KIMBERLY ERIN PENFOLD, Assistance Officer					DATE Thu Apr 30 17:35:15 GMT 2020	

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:

11/16/2020

REVIEW:

11/16/2020

TITLE:

Authorizing the execution of an employment agreement with John J. Caulfield for City Manager services.

ATTACHMENTS:

Agreement

TYPE OF ACTION:

— ORDINANCE NO.

— RESOLUTION NO.

X MOTION NO. 2020-64

— OTHER

SUBMITTED BY: Mary McDougal, Human Resources Director

RECOMMENDATION: It is recommended that the City Council authorize the Mayor to execute the Employment Agreement negotiated between the City Council and City Manager John Caulfield.

DISCUSSION: The City Council has performed an annual review of the City Manager's performance, and based on that review, intends to revise the City Manager employment agreement as follows:

- Increase compensation to \$193,000 annually, effective January 1, 2020.
- Increase deferred compensation contribution to \$26,000 annually, effective January 1, 2020.

The employment agreement is open ended and may be amended as needed.

ALTERNATIVE(S): The Council could decide not to authorize execution of the amended agreement.

FISCAL IMPACT: Approximately \$10,500 annually.

Prepared by

Mary McDougal, Human Resources Director


City Manager Review

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF LAKEWOOD
AND JOHN CAULFIELD

THIS AGREEMENT is made and entered into, by and between the City of Lakewood, Washington, a municipal corporation (“Employer” or “City Council”), and John Caulfield, hereinafter called (“Employee” or “City Manager.”)

WITNESSETH:

WHEREAS, Employer has fully reviewed the performance of the City Manager to date and finds that continued service is in the best interest of the City; and

WHEREAS, Employer desires to continue to employ the services of said John Caulfield as City Manager of the City of Lakewood, as provided for in Chapter 35A.13 of the Revised Code of Washington; and

WHEREAS, it is the desire of City Council to provide certain benefits and to establish conditions of employment of said Employee including inducements to continue employment; and

WHEREAS, Employer desires to establish an atmosphere which makes possible the Employee’s full productivity and at the same time ensures the Employee’s future security by establishing a clear mutual understanding as to pay and fringe benefits and providing a just and proper means for terminating the services of the Employee if that action becomes necessary or desirable; now therefore

IN CONSIDERATION of the mutual covenants herein contained, the parties agree as follows:

1. Employment and Duties

A. The City Council hereby agrees to continue to employ John Caulfield as City Manager of the City of Lakewood, to perform on a full-time basis the functions and duties specified in Chapter 35A.13 RCW and Chapter 2.08 of the Lakewood Municipal Code, for this office and other permissible and proper duties and functions as the City Council shall from time to time assign, subject to this Agreement.

B. The City Manager agrees to remain in the exclusive employment of the City of Lakewood, while employed by the City of Lakewood.

2. Term

A. This Agreement shall become effective January 1, 2020.

B. This Agreement is for an indefinite term of employment with no guaranteed tenure, subject, however to the limitations, notices, requirements, payments, and matters hereinafter set forth.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, subject to the provisions set forth in Section 7 of this Agreement and those contained in applicable state or federal law.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign his position with Employer at any time, subject to a thirty (30) day notice and the provisions of this Agreement.

3. Compensation and Benefits

A. Base Annual Salary. For services rendered by Employee pursuant to this Agreement, Employer shall pay Employee a base annual salary of One Hundred Ninety Three Thousand Dollars (\$193,000.00), on the City's regular payroll schedule, subject to any lawful deductions.

B. Deferred Compensation. In addition to the Employer's payment to the state or local retirement system (as applicable) referenced herein, Employer agrees to execute all necessary agreements provided by ICMA Retirement Corporation [ICMA-RC] or other Section 457 deferred compensation plan for Employee's participation in said supplementary retirement plan and, in addition to the base salary paid by the Employer to Employee, Employer agrees to pay an amount equal to Twenty Six Thousand Dollars (\$26,000.00) into the designated plan on the Employee's behalf, in equal proportionate amounts each pay period. The parties shall fully disclose to each other the financial impact of any amendment to the terms of Employee's retirement benefit.

C. Life Insurance. The Employer shall pay the amount of premium due for term life insurance in the amount equal to the Employee's annual base salary, including all increases in the base salary during the life of this agreement. The Employee shall name the beneficiary of the life insurance policy.

D. Insurance Coverage. Employer agrees to provide for, long term disability, life, survivor income, vision, dental and medical insurance for the Employee and dependents equal to that which is provided to all other senior management employees of the City of Lakewood.

E. Retirement. The City of Lakewood does not participate in Social Security or the PERS Retirement System. In lieu of Social Security and PERS contributions, the Employer will contribute to qualified 401(a) accounts in the same manner it does for all other senior management employees. These contributions will be 100% vested.

F. Leave

1. Employee shall accrue vacation leave at a rate per pay period equivalent to 20 days in each calendar year. Employee shall accrue major medical leave at a rate per pay period equivalent to 8 days in each calendar year. Employee shall accrue eight days of management leave annually which do not carry over from year to year. The first year's allocation of management leave shall be banked upon commencement of employment.

2. Employee shall be granted all other leave at a rate equal to other City senior management employees.

G. Automobile Allowance. The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided the sum of Five Hundred Dollars (\$500.00), payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

H. Bonds. Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

4. Professional Development

A. Memberships and Training. Employer hereby agrees to pay for expenses of Employee for membership to the Washington City/County Management Association and paid attendance to its annual conferences. Employer hereby agrees to pay for expenses of Employee for membership to the International City/County Management Association and attendance at the ICMA conference may be scheduled if funds are available in the annual budget for the City Manager's Office. Reimbursement for expenses incurred under this section shall be made according to the City Travel Policy and approved by the Mayor or designee.

B. Civic Group Membership. Employer will pay for the Employee's membership dues for in civic groups, e.g., Rotary, Lions and Kiwanis.

5. Annual Performance Evaluation

A. Employer shall review and evaluate the performance of the Employee at least once annually. The Employer and Employee agree that the Employee's compensation and benefits shall be reviewed for purposes of possible adjustment during each review, as determined by the City Council. Except where otherwise prohibited by the Washington Open Public Meetings Act, chapter 42.30 RCW, the reviews and evaluations will be conducted in Executive Session. The Mayor or designee shall provide the Employee with a written summary of the findings and provide adequate opportunity for the Employee to discuss the evaluation with the City Council.

B. Annually, the City Council and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment of the Employer's policy objectives and shall further establish a relative priority among those various goals and objectives. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided. The goals and performance objectives shall be reduced to writing. Such goals and objectives may be revised by the City Council as necessary to meet the changing needs of the City following consultation with the Employee.

6. Indemnification

As a condition of Employee's employment Employer agrees that it shall defend, hold harmless and indemnify Employee against any tort, professional or personal liability claim, demand, or legal action of any kind or nature, whether groundless or otherwise, arising directly or indirectly out of an alleged act or omission occurring in the performance of Employee's duties according to Chapter 1.28 of the Lakewood Municipal Code. This indemnification and hold harmless shall continue after Employee's cessation of employment but only insofar as it relates back to claims, demands, suits, judgments and professional, personal and community liability arising either directly or indirectly out of his employment. The terms of this provision assume and are conditioned upon the Employee acting in a lawful manner and within the scope of his authority as City Manager and fully cooperating in the defense of any such claims and suits.

7. Termination and Severance

A. In the event the Employee is terminated or requested by the Employer to resign for the convenience of the City of Lakewood, or voters elect to change from a Council/Manager form of government and Employee does not agree to accept another position with the City of Lakewood following reorganization, the Employer shall provide severance compensation in the amount of six (6) months of salary, cash equivalent of vested benefits and deferred compensation, based upon the salary and benefits in effect at the time of notice of termination, resignation or change of government. In the event of a change of government whereby the Employee accepts another position with the City of Lakewood following reorganization, Employee shall retain his salary in effect at the time of reorganization or receive pay differential which when combined with the new salary and benefits will result in the Employee receiving the same salary and benefits received prior to reorganization. Further, should Employee be terminated without cause from the new position, Employee shall receive six months' salary, benefits and pay differential in effect at the time of the notice of termination. Employer shall additionally compensate Employee for all earned combination leave, management leave and major medical leave balances in effect on the date of termination, resignation, or change of government. Said severance compensation shall be paid in a lump sum, monthly or in quarterly installments, at the Employee's election. The Employer shall be authorized to perform any deductions required by law or voluntary deductions as authorized by the Employee. Any termination action taken by the Employer shall be subject to the notice period required by state law (RCW 35A.13.130 and RCW 35A.13.140, or successor statutes). The Employer, in its sole discretion, may substitute advance notice of termination in addition to that required by statute for any or all of the six months severance compensations listed above. Additionally, the Employer and Employee may, by mutual consent, arrange for a time certain effective date of such termination, subject to the aforementioned notice period required by state law.

B. Failure of the Employer to correct a material breach of the Agreement after notice and a reasonable opportunity to comply will be considered a constructive discharge without cause and Employee will be entitled to severance compensation specified in this section.

C. In the event the City Manager is terminated for "just cause," then Employer's only obligation to the City Manager is to pay all compensation and benefits accrued but unpaid at the

date of termination. "Just cause" is defined and hereby limited for the purposes of this Agreement to the following reasons: (1) willful neglect of duty; (2) felony or misdemeanor conviction of any crime involving moral turpitude; (3) dishonesty in the performance of job duties; (4) improper government action as defined in RCW 42.02.020; or (5) failure to establish residency under Paragraph 8.

8. Residency

Residency within the City of Lakewood is required.

9. General Provisions

A. In addition to the rights and benefits detailed herein, the City Manager shall receive all benefits accruing to the senior management employees of the City of Lakewood, except where they are in conflict with the specific provisions of this Agreement.

B. The text herein shall constitute the entire agreement between the parties. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

C. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

D. This Agreement shall become effective upon execution by Employee and adoption and approval by the City Council of the City of Lakewood and supersedes any prior agreement between the parties.

E. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

F. Notices pursuant to this Agreement shall be deemed given as of the date of personal service or date of deposit, postage prepaid, in the United States Postal Service addressed to the Employer at City Clerk, 6000 Main Street, Lakewood, WA 98499 or the Employee at the address maintained by the Employee at the City for mailing federal tax notices.

IN WITNESS HEREOF, the City Council of the City of Lakewood has caused this agreement to be signed and executed on its behalf by its Mayor and the undersigned employee as its City Manager. By his signature below, the City Manager further represents and acknowledges that (1) he has read this agreement in its entirety; (2) has an opportunity to review and study this agreement; (3) has been advised that the City Attorney is counsel to the City of Lakewood and

does not represent the City Manager; (4) has the right to consult his own independent counsel; and (5) he [has] [has not] done so.

DATED this ____ day of November, 2020

Don Anderson
Mayor, City of Lakewood

DATED this ____ day of November, 2020

John J. Caulfield
City Manager

Attest:

Briana Schumacher
City Clerk

Approved as to Form:

Heidi Ann Wachter
City Attorney

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:

November 16, 2020

REVIEW:

November 9, 2020

TITLE: 2021 Human Services Funding Recommendations**ATTACHMENTS:**

2021 Human Services Funding Recommendations

TYPE OF ACTION:

— ORDINANCE NO.

— RESOLUTION NO.

X MOTION NO. 2020-65

— OTHER

SUBMITTED BY: Brian Humphreys, Human Services Coordinator

RECOMMENDATION: It is recommended that the City Council adopt the human services funding recommendations presented on November 9, 2020 for \$380,000 and authorize the City Manager to approve contracts to support twenty-one (21) human services programs.

DISCUSSION: The Community Services Advisory Board (CSAB) conducted a rigorous review process of evaluating twenty-six (26) human services funding requests totaling \$539,480. This competitive application process was used to identify qualified programs to serve Lakewood's most vulnerable populations. All recommended services are within the Council-approved strategic areas of emotional supports & youth programming, housing assistance & homeless prevention, crisis stabilization & advocacy, access to health & behavioral healthcare, and access to food.

ALTERNATIVE(S):

1. Approve the 2021 human services funding recommendations as presented on November 9, 2020. Attachment A.
2. Increase funding for various program services, reduce funding for various programs or services and/or fund additional programs or services, which meet Council strategies and community needs.

FISCAL IMPACT: Fiscal impact of the CSAB recommendation is \$380,000, which is included in the City's proposed 2021 general fund budget to support human services for Lakewood's most vulnerable residents.

Brian Humphreys
Prepared by, Human Services Coordinator

Department Director, Mary Dodsworth



City Manager Review

ATTACHMENT A: 2021 HUMAN SERVICES FUNDING RECOMMENDATIONS

Agency	Program	\$ Requested	\$ Recommended
EMOTIONAL SUPPORTS & YOUTH PROGRAMMING			
Asian Pacific Cultural Center	Promised Leaders of Tomorrow	\$ 25,000.00	\$ 20,000.00
Boys & Girls Club of South Puget Sound	LIFT: Support for Youth in Struggling Families	\$ 20,000.00	\$ 20,000.00
Communities in Schools of Lakewood	Integrated Student Supports	\$ 25,000.00	\$ 25,000.00
Oasis Youth Center	Support for Lakewood LGBTQ Youth	\$ 15,000.00	\$ 15,000.00
YMCA	Teen Outreach Initiative	\$ 25,000.00	\$ 20,000.00
Lakewood's Promise	Thriving Families and Youth Mental Health	\$ 25,000.00	\$ 25,000.00
Your Money Matters Mentoring	Financial Education with Financial Mentoring	\$ 10,000.00	\$0
	TOTAL YOUTH	\$145,000.00	\$ 125,000.00
HOUSING ASSISTANCE & HOMELESSNESS PREVENTION			
Catholic Community Services	Family Housing Network	\$ 20,000.00	\$ 14,000.00
Rebuilding Together South Sound	House Rehabilitation and Volunteer Day	\$ 20,000.00	\$ 14,000.00
Tacoma Rescue Mission	Shelter Services	\$ 25,000.00	\$ 12,000.00
LASA	Homelessness Prevention	\$ 25,000.00	\$0
Career Path Services	Career Navigation Boost	\$ 25,000.00	\$0
	TOTAL HOMELESSNESS	\$115,000.00	\$ 40,000.00
CRISIS STABILIZATION & ADVOCACY			
Greater Lakes Mental Healthcare	LPD Behavioral Health Contact Team	\$ 25,000.00	\$ 25,000.00
Rebuilding Hope: Sexual Assault Center	Advocacy & Therapy for Sexual Assault Victims	\$ 14,000.00	\$ 12,500.00
YWCA	Domestic Violence Services	\$ 25,000.00	\$ 18,000.00
Springbrook Connections	Direct Services & Resource Connections	\$ 25,000.00	\$ 12,500.00
Lorene's Place II	Lakewood Family Support Center	\$ 25,000.00	\$0
	TOTAL CRISIS & ADVOCACY	\$114,000.00	\$ 68,000.00
ACCESS TO HEALTH & BEHAVIORAL HEALTHCARE			
Community Health Care	Behavioral Health Services	\$ 20,000.00	\$ 14,000.00
Lindquist Dental Clinic for Children	Uncompensated Care Fund	\$ 15,000.00	\$ 15,000.00
Pierce County Project Access	Donated Care	\$ 25,000.00	\$ 12,500.00
Pierce County AIDS Foundation	Medical Case Management	\$ 10,320.00	\$0
	TOTAL HEALTH	\$ 70,320.00	\$ 41,500.00
ACCESS TO FOOD			
Emergency Food Network	Co-op Food Purchasing Program	\$ 25,000.00	\$ 25,000.00
St. Leo Food Connection	Mobile Food and Backpack Programs	\$ 25,000.00	\$ 25,000.00
Nourish Pierce County	Nutritious Food for Families in Need	\$ 25,000.00	\$ 25,000.00
Tillicum Community Center	Emergency Services - Food	\$ 15,160.00	\$ 15,000.00
Making a Difference Foundation	Eloise's Cooking Pot Food Bank Delivery	\$ 25,000.00	\$ 15,500.00
	TOTAL FOOD	\$115,160.00	\$ 105,500.00
	TOTAL	\$539,480.00	\$ 380,000.00

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:

November 16, 2020

REVIEW:

November 9, 2020

TITLE: Lodging Tax Advisory Committee (LTAC)

Recommendations Authorizing 2021 Contracts for Tourism Services

ATTACHMENTS:

- Memo as presented to the City Council on November 9, 2020

TYPE OF ACTION:

ORDINANCE NO.

RESOLUTION NO.

MOTION 2020-66

OTHER

SUBMITTED BY: Tho Kraus, Assistant City Manager/Administrative Services

RECOMMENDATION:

Authorize the City Manager to enter into 2021 LTAC grant contracts as recommended by LTAC.

DISCUSSION:

Please see attached memo as presented to the City Council on November 9, 2020.

ALTERNATIVE(S):

1. The City Council can accept or reject any of the LTAC funding recommendations;
2. Return the recommendations to the LTAC for further consideration. Under this alternative, the City Council would need to provide direction as to what it desires from the committee; or
3. Decline to take action on some but not all of the proposed recommendations; however, be advised that the City has entered into a multi-year interlocal agreement with Clover Park Technical College (CPTC) on the use of the McGavick Center (\$101,850 for 20 years beginning in 2007).

FISCAL IMPACT:

Recommendations totaling \$672,250 (details provided on attached November 9, 2020 memo).

Tho Kraus

Department Director




City Manager Review



To: Mayor and City Councilmembers

From: Tho Kraus, Assistant City Manager/Administrative Services

Through: John J. Caulfield, City Manager 

Date: November 9, 2020

Subject: Review of 2021 Lodging Tax Funding Allocations

Overview

As authorized under state law, the City of Lakewood has enacted a lodging tax. The City receives a 7% share of the taxes collected by Washington State from lodging-related businesses located within the City.

The 7% breaks down into 4% which can be used for tourism promotion, or the acquisition of tourism-related facilities, or operation of tourism-related facilities. The additional 3% is restricted to the acquisition, construction, expansion, marketing, management, and financing of convention facilities, and facilities necessary to support major tourism destination attractions that serve a minimum of one million visitors per year.

The memorandum discusses the City's Lodging Tax Advisory Committee (LTAC), the estimated funds available, how the funds may be used, grant requests and recommendations.

Lodging Tax Advisory Committee

If a city collects lodging tax, state law requires the formation of a Lodging Tax Advisory Committee. The committee must have at least five members and each member must be appointed by the City Council. At least two of the members of the committee must represent businesses required to collect the tax, and at least two of the members of the committee must represent entities who are involved in activities authorized to be funded by the tax. The fifth member of the committee must be an elected official of the City, who shall serve as Chair of the committee. There is no maximum number of participants on the LTAC.

One role of the LTAC is to consider requests for use of lodging tax funds. The LTAC considers these requests in a public process, which is intended to generate comments and funding recommendations. These are forwarded to the Lakewood City Council who, in turn, reviews all of LTAC's proposals and votes yes or no to each one. The City Council cannot modify the recommended amounts or vendors provided to them by LTAC.

2020 Estimated Funds Available for 2021 Grant Awards

Total Estimated Funding Available for 2021 Grant Awards	Restrictions on Use		Total
	4%	3% (Restricted)	
	promotion, acquisition of tourism related facilities, or operation of tourism related facilities.	Reserved for acquisition, construction, expansion, marketing, and management of convention facilities.	
Estimated Ending Balance, 12/31/2020	\$869,292	\$368,062	\$1,237,354
Less Required for CPTC McGavick Center	\$0	(\$101,850)	(\$101,850)
Total	\$869,292	\$266,212	\$1,135,504

Grant Requests

In August 3, 2020, the City solicited for and received 15 proposals requesting \$605,400. Additionally, the City previously committed to an annual payment of \$101,850, beginning in 2007, for 20 years to Clover Park Technical College for construction of the Sharon McGavick Student/Conference Center.

2021 Grant Award Recommendations

The LTAC was provided completed applications on September 9, 2020 for review. On September 18, 2020 the LTAC met for a full day to hear presentations by each of the applicants. The members of the committee carefully considered each request based on the following criteria:

- Funds available
- Past performance
- Ability to attract tourism, particularly from outside the 50 mile radius
- Strength of the applications
- City of Lakewood's desire to retain dollars for future capital project(s)

Below are the Lodging Tax Advisory Committee's recommendations:

2020 Requests for 2021 LTAC Grant Funds Applicant	Funding Request		Recommended Funding	
	Non-Capital	Capital	Non-Capital (4%)	Capital (3%)
	Available Balance		\$ 298,892	\$ 266,212
Lakewood Historical Society	\$ 35,000	\$ -	\$ 35,000	\$ -
Lakewold Gardens	\$ 60,000	\$ -	\$ 50,000	\$ -
Historic Fort Steilacoom Association	\$ 12,000	\$ -	\$ 12,000	\$ -
Asian Pacific Cultural Center	\$ 15,000	\$ -	\$ 15,000	\$ -
Travel Tacoma - Mt Rainier Sports	\$ 100,000	\$ -	\$ 100,000	\$ -
LSCA - Gimhae Delegation	\$ 16,350	\$ -	\$ 16,350	\$ -
LSCA - International Festival	\$ 7,550	\$ -	\$ 7,550	\$ -
Lakewood Arts Festival Association	\$ 19,500	\$ -	\$ 19,500	\$ -
Lakewood Playhouse	\$ 25,000	\$ -	\$ 25,000	\$ -
Chamber of Commerce - Nights of Lights	\$ 25,000	\$ -	\$ 25,000	\$ -
Chamber of Commerce - Tourism	\$ 90,000	\$ -	\$ 90,000	\$ -
CoL – SummerFEST	\$ 80,000	\$ -	\$ 80,000	\$ -
CoL – Farmers Market	\$ 50,000	\$ -	\$ 35,000	\$ -
CoL – Summer Concert Series	\$ 20,000	\$ -	\$ 20,000	\$ -
CoL – Imaging Promotions	\$ 50,000	\$ -	\$ 40,000	\$ -
	\$ 605,400	\$ -	\$ 570,400	\$ -
	Subtotal	\$ 605,400	Subtotal	\$ 570,400
CPTC McGavick Center (Committee, Annual Payment)	\$ -	\$ 101,850	\$ -	\$ 101,850
	\$ 605,400	\$ 101,850	\$ 570,400	\$ 101,850
	Total	\$ 707,250	Total	\$ 672,250

Next Step

On November 16, 2020, the City Council will be requested to authorize the City Manager to enter into service contracts for the provision of tourism services in 2021.

Attachments

- Draft LTAC Minutes from September 18, 2020 Retreat



LODGING TAX ADVISORY COMMITTEE (LTAC)
September 18, 2020 - Friday – 8:30 A.M.
Virtual Meeting via Zoom

CALL TO ORDER

Chair Mayor Don Anderson called the meeting to order at 8:45 a.m.

ROLL CALL

Members present: Lakewood Mayor Don Anderson, Chair; Chelene Potvin-Bird, President/CEO -- Travel Tacoma; Phillip Raschke, Board member - Lakewood Playhouse; Linda Smith, President/CEO – Lakewood Chamber of Commerce, Jarnail Singh – Comfort Inn & Suites; Jessica Christensen – Holiday Inn

Members Absent: Asuka Ludden - Best Western Lakewood Motor Inn

City staff present: Tho Kraus, Assistant City Manager; Manny Cristobal, Finance Supervisor

PUBLIC COMMENTS - None.

MEETING MINUTES APPROVAL - The motion to approve the minutes passed unanimously

2020 GRANTS STATUS & FUND BALANCE – Tho Kraus, Assistant City Manager/Admin Services

Ms. Kraus briefly described the authorized uses for lodging taxes in the City of Lakewood (the City): 7% lodging tax is collected by the City of which 4% is designated for tourism promotion while the other 3% is restricted for capital-related projects owned by the City. She announced that \$1,237,354 is available for allocation in 2021, where \$800K is anticipated to come from 2020 revenues. She stated that the total amount requested is \$707.250, comprised of \$605K in noncapital requests plus the City's \$101,850 annual commitment to the McGavick Center lease, while the total amount available is \$869K. She also informed that 2020 participants reported \$133K in anticipated savings from the 2020 allocation. She ended by stating that all in all, there will be an estimated \$400K remaining at the end of the year after 2021 funds are granted as requested. Chair Mayor Anderson asked to clarify the two buckets of LT funding available. Ms. Kraus explained that there are tourism/marketing funds and capital funds and that these funds can be used for capital but not vice-versa. She added that there is no capital funding requested this year. Chair Mayor Anderson briefly explained the process of how funds are granted, the role of LTAC ("the committee") and the final ratification by the City Council. Chair Mayor Anderson also briefly recounted the impacts of the COVID crisis on lodging tax revenues. Ms. Kraus then shared the funding request schedule to be used as a guide during the award deliberations.

2020 GRANT PROPOSAL PRESENTATIONS

Lakewood Historical Society (LHS) - Phil Raschke, Board member and Sue Scott, President

Ms. Scott thanked the committee for helping them and being around for "your museum" then introduced Phil Raschke who presented. Mr. Raschke shared a slide show "Your Lakewood History Museum – Preserving Yesterday and Educating Tomorrow." He reported that their new location has been remodeled as part of the Colonial Center project. He informed about the passing of their former Treasurer, James Curley. He announced that there is no successor yet but they have a bookkeeper helping them out. He stated that despite COVID, the LHS continued to be active this year in the following areas 1) membership

renewal drive which brought in generous donations; 2) completed Phase 1 and 2 of major upgrades of their facility including the film room; 3) published a comprehensive museum brochure which included all museums in the area; 4) also published a special issue of the Prairie Gazette. He then showed before-and-after photos of their new remodeled offices and described the planned Phase 3 improvements. He also detailed their operating results for 2020 and their budget for 2021, which calls for \$59.5K in spend that will result in a shortfall of \$35K, the exact amount they are requesting the committee.

No questions from the committee.

Lakewold Gardens (LG) – Susan Warner, Executive Director, Cassandra de Kanter, Grants and Resource Specialist.

Ms. de Kanter kicked-off their presentation. She stated that they are trying to maximize their availability for event hosting. She reminded the committee that they are statutorily limited as to the number of events they can host and they have maxed out this quota. She announced that they have hired a new events coordinator and communications coordinator. Ms. De Kanter then Introduced Ms. Warner who took over the presentation. Ms. Warner began by thanking the committee for last year's funding which they partly used to improve their social media presence. She mentioned that they are doing fine overall despite the COVID crisis because they have, received generous government support. She revealed a change in their mission and vision statements and that they are aligning LG with the American Public Gardens Association movement to expand programmatic offerings into the arts. She stated that, while they love weddings, they are also looking to host other non-traditional social events. Ms. Warner highlighted Winter Garden Poetry Series which had expanded hours. She reported that they have virtualized most of their content due to COVID, such as, "Music from Home" with internationally renowned pianist Nyaho. She also reported that, while a month late, they were able to hold "FairyFest" under the current social distancing rules. Ms. Warner also disclosed that they have been received significant Artwork donations. She reported that the "Winter Solstice" event was cancelled due to supply chain issues caused by economic crisis but they plan to hold the event next year. She stated that they are asking for \$60K to continue partnerships, improve social media, and planning for "Winter Solstice Lights".

LTAC member Smith asked for clarification on when Winter Solstice will be held next to which Ms. Warner confirmed that this year's event is cancelled and next year's is currently under planning.

Historic Fort Steilacoom Association (HFSA) – Joseph Lewis, Secretary

Mr. Lewis began by giving a history of Fort Steilacoom. He noted that Fort Steilacoom is the oldest attraction in Lakewood (since 1983) and has been in the National Historic Register for 170 years. He described their unique situation where the State owns the land and buildings where the Museum is sited with HFSA under a long-term lease which they pay for through their volunteer service. They cannot use LTAC grants for capital and so they only use the LTAC grants for publicity and promotion. He reported that they were closed down during the pandemic and this year's revenues have fallen dramatically as a result. He reported that during the downtime they have been planning on improving customer experience, expanding their social media presence, upgrading their website by uploading their archives, and hosting virtual programs. He informed that DSHS recently released a master plan for a reconfiguration of Western State Hospital which will be favorable to the Museum in terms of improved access. He also mentioned that HFSA ordered logoed and regular masks for their customers and employees. He warned though that he is not sure how many volunteers, among the eight that they had pre-closure, will return when they reopen. He declared that they are asking for \$12K in grant funds which is at the same level as the prior year.

Chair Mayor Anderson expounded on the Master Plan for Western State Hospital noting that it is still a fluid situation in terms of funding, design and zoning. He added that it is more desirable if the City can gain control over the historic area which will be a great adjunct to Fort Steilacoom Park. Mr. Lewis added that the plan actually gave some needed publicity to the Park.

Asia Pacific Cultural Center (APCC) - Faaluaina Pritchard, Executive Director

Ms. Pritchard began by wishing the committee well. She stated that they are requesting \$15K to help put up the annual Samoan Cultural Day for next year. She stated that the APCC event was traditionally held at the same day as Summerfest but they prefer holding their event at a different Saturday in July – they plan on holding the 2021 event on the last Saturday. She provided 2018 demographics which showed the increasing population of Asian, Hawaiian and Pacific Islanders. She reported that they had to cancel this year's live event but was able to do it virtually which became a success on its own. Ms. Pritchard stated that the grant will be used for hosting the 11th Samoan Cultural Day in 2021, paying for the project venue, equipment rental, supplies, and janitorial services and providing \$5K in allowance for guest lodgings in mostly Lakewood hotels.

No questions from the committee.

Lakewood Chamber of Commerce – Tourism - Linda Smith, President/CEO

Ms. Smith thanked the committee for being there today. She started by saying that they are requesting \$95K for their tourism and events promotion services and that they are appreciative of LTAC support through the years. She reported that according to the WA Hospitality Assn, state-to-state travel will be down for the next two years, which is why they quickly pivoted by directing their campaign to focus in-state travel. (Technical difficulties prevented Ms. Smith from sharing their promotional videos which highlights their newly created in-state drive itineraries.) She next described their advertising activities this year as they continue their role as lead destination marketing organization for the City. She stated that their focus is on individual and family travelers and promoting drive-tours as a wide-open, clean and safe travel activity. She stated that they will continue to produce more destination videos and tourism collateral materials, such as, as brochures, events calendars, attractions and services inventory.

No questions from the committee.

(The committee recessed for lunch at 11:55)

Travel Tacoma Mt. Rainier Tourism & Sports (TT) - Dean Burke, President/CEO

Mr. Burke started by stating that they're ask this year for LTAC funding is \$100,000 which is down from last year's \$120K request. He added that they are returning \$26,393 from this year's budget and looking for further savings before the year is over. He mentioned that this year they have diligently invested in an aggressive stakeholder communications plan by sending biweekly news to committee members and interested parties and have been monitoring audience engagement and feedback. He gave a refresher of their rebranding efforts from last year, the reason for the name change and the use of the all-encompassing "Mountain-City-Sea" moniker. He then proceeded to talk about the Geofencing application that they implemented during the pandemic to aid in their recovery effort. Geofencing is the use of GPS or RFID to create virtual geographic boundary which lets an App to trigger a response every time a mobile device enters or leaves a particular area. He said that the tool gathers and analyzes geographic, demographic and psychographic data from visitor activities. He then showed various samples of charts generated by the App. He expressed his excitement about the App's capability to target not only past visitors but also "look-alike" potential customers. Mr. Burke then described TT's core pillars which are: leisure, conventions and meetings, and sports, although warned of potential priority shifts due to COVID.

He stressed that their strategy is to continue to encourage independent travelers to go into our community and collaborate with our attractions as they open-up, with the attraction promoters working with TT for lead opportunities.

No questions from the committee.

Lakewood Sister Cities Association – Gimhae Delegation - Connie Coleman-Lacadie, President

Ms. Coleman-Lacadie thanked the committee for always considering Sister Cities for LTAC grants. She mentioned that similar to last year, they have two different grants for two events that tie-in together. She shared a concern though that in 2021, the timing of events may become an issue as the delegation may prefer not to take part in large events. She asked for flexibility in next year's schedule. She stated that they are asking for \$16,350 for 2021 as they expect a larger delegation next year. She concluded by thanking the City for accepting the City of Gimhae's gift of PPEs and masks earlier in the year. Chari Anderson noted the details of the aforementioned donation and its disposition and added that the he and the City Council were fully appreciative and that Sister Cities really add value.

No questions from the committee.

Lakewood Sister Cities Association – International Festival - Connie Coleman-Lacadie, President

Ms. Lacadie next presented the international festival event and reiterated the need for flexibility in the scheduling for 2021. She mentioned they are exploring ideas of having a different venue or timing as the Summerfest, such as, holding it in Colonial Square, or rescheduling to coincide with Farmers Market, where they can be more creative in presenting the international flair to Lakewood citizens. She is requesting \$7,550 for the international festival.

No questions from the committee.

Lakewood Arts Festival Association - Robert Lawrence, Chairman

Mr. Lawrence announced that they had to postpone their festival due to COVID restrictions which left \$10,000 in savings to the LTAC fund. However starting Oct 2020 through the 10th Arts Festival in Oct 2021, they will sponsor a biweekly program on their website, Facebook and Suburban Times with articles about upcoming films and interviews with artists and authors. Mr. Lawrence mentioned that they have already booked the McGavick Center for next year's event. Mr. Lawrence stated that they are encouraging more attendance to the festival by adding new talents and activities, such as, Filipino dancers, Nisqually tribe display and dancers, green screen and film exhibits, Pierce County Library exhibits, professional puppet show, military art exhibits, etc.

Chair Mayor Anderson asked what the attendance was at the 2019 event. Mr. Lawrence recalled 1200-1500 with 60 artists and over 40 authors, and stated that it has been improving every year.

No questions from the committee.

City of Lakewood PRCS – Summer Concert Series - Sally Martinez, Parks and Recreation Coordinator

Ms. Martinez reported that the Summer Concert was cancelled due to COVID although they did the planning activities this year. She mentioned that they were able to invite and schedule seven bands in different music genres before the cancellation. She stated that they are looking forward to the 2021 event and that their venue, the Pavilion at Fort Steilacoom Park, will allow them to comply with COVID restrictions. She shared a slideshow from last year which showed the activities that they created for their guests and stated that these events are needed by the community especially at this time. She reminded

the committee that these concerts are free to the community; old to younger, all cultures and with all abilities. She next mentioned that they engage with Asia Pacific Cultural Center to provide entertainment and bring in food trucks. She closed by stating that they are constantly exploring ideas on how they can pivot in terms of event offerings under this environment.

Chair Mayor Anderson asked if they anticipate maintaining or enhancing the quality of invited musicians with this grant request. Ms. Martinez responded that they will maintain the same level and plan on using the same musicians as they've already been extensively vetted. The 20K request will be used to pay for the musicians and the rent of porta-potties for the event.

Lakewood Playhouse - James Venturini and Heather Hines – Co-Artistic Directors

Mr. Venturini announced that Mr. John Munn resigned as one of the Playhouse's artistic directors last July and he and Heather Hines are now the managing artistic directors going forward. He thanked the committee for their continuing support. Reported that they provide programming 365 days a year with full-production, education programming, readings and special events. They rent space in Lakewood Towne Center for their classes. Moved entire fall productions online through 2021. They will adapt to the conditions or restrictions that the State allows. They will use the grant award to market the online productions and are planning just in case they can open doors again in 2021. Stressed the importance of strong marketing under the current environment to make audiences aware about their status and online activities. He showed samples of their print marketing materials and will continue to make them in combination with online advertising. He is aware about the impacts of COVID on the City's lodging tax revenues and ensured the committee that they will spend their grant wisely.

LTAC member Potvin-Bird stated that Mr. Venturini brought up a good point about room collections being down, then asked him to remind the group how the Playhouse tracks where customers come from. Mr. Venturini said that they do a lot of demographic surveys using their subscriber list or their larger email contact list. He added that their hiring of talent and designers from big cities outside of Lakewood potentially adds these individual's families and contacts to the Playhouse's target audience which can in-turn add lodging revenues from the highly coveted "over 50-mi. radius" market.

Chair Mayor Anderson wished them well and hoped they can open in the near future.

City of Lakewood PRCS – Farmers Market - Sally Martinez, Parks and Recreation Coordinator

Ms. Martinez happily announced that the Farmers Market has been designated an essential business. She shared their new promotional video for 2020. She stated that they switched their location to Steilacoom Park and required vendors to be 10 feet apart to comply with COVID prevention requirements. She commented that because the new venue is bigger and more spacious, they were able to get more vendors to participate than last year. She showed photos of their 2020 season held at the new location and heralded the success they achieved in contrast to farmers' markets in the region which had to downsize due to the new restrictions. She added that they have extended the market into the fall season as there is still demand for it. She then detailed the changes that they implemented this year, such as, new signage to orient customers on the new venue and to ensure compliance with the restrictions, created new advertising which billed the event as the "All-New Farmers Market", added a makeshift drive-in movie which allowed them to promote the Farmers Market to the movie patrons, and secured additional liquor licenses for new wine vendors. Ms. Martinez also highlighted the amount of sales generated this year which is significantly higher than last year's. She stated that next year they want to hold the market in two locations because of its popularity.

Chair Mayor Anderson asked what the overall attendance will be this year compared to last year to which Ms. Martinez responded that daily attendance will be doubled.

City of Lakewood PRCS – SummerFEST - Sally Martinez, Parks and Recreation Coordinator.

Ms. Martinez started off by reporting that SummerFest was cancelled this year due to COVID. For the benefit of new LTAC members, she showed video promotions that they had for the 2019 event. She said 2019 was an extremely successful event according to testimonials from the food vendors. She mentioned that they are planning changes for 2021, such as, holding a 3-day event in lieu of a 1-day festival which will benefit them as some potential sponsors, like Pierce County, are willing to provide funding for a 3-day event. She also mentioned that they have a team in place planning for next year's event to be held under COVID restrictions. In the meantime, Ms. Martinez stated that they are increasing their advertising campaign by continuing to focus on JBLM families of service men and women, using radio more as this targets the coveted audiences from beyond the 50 mi. radius, working harder on soliciting sponsorships and take advantage of their continuing interest despite COVID, and cross-marketing with other tourist organizations, such as, Farmers Market, Lakewold Gardens, Sister Cities, and Asia Pacific Cultural Center.

No questions from the committee.

City of Lakewood Communications – Imaging Promotions 2020 - Shannon Kelley-Fong, City Senior Policy Analyst; Becky Newton, Economic Development Manager

Ms. Kelley-Fong thanked the group for their commitment in serving in the committee. She then introduced their "Build It Better Here" imaging campaign and stated that continued funding will raise the level of awareness of Lakewood and its attractions, create economic activity in terms of retail sales, and increase events attendance and hotel-motel overnight stays. She shared that visual content is increasing in importance as most people, according to a study, prefer digital images than static text. She reported that they are in continued partnership with Hemisphere to deliver media content for their programs and are therefore requesting additional funding, 50K in 2021, to continue this momentum. She disclosed that the funds will be allocated as follows: \$46,760 to continue building the website for the campaign, \$2K for professional photography services, and the rest for additional hardware and software to improve quality of videos and digital content. Ms. Kelly-Fong stated that the goals of the program and campaign are to change the perception of Lakewood by emphasizing the positive, to increase outreach through targeted ads, to increase hotel stays by promoting events and attractions outside of the South Sound to encourage overnight stays (50+ mi), and to increase tourism via internet ads to attract out-of-state visitors. She also showed some metrics that are in place to track number of visitors and/or clicks to the website and that the results so far have been positive. Ms. Newton added to the presentation and informed that the City has some new hotels to promote: Town Place Suites and Comfort Inn Suites, which just recently opened and Whispering Suites which is under construction. She added that the City's proximity to and relationship with JBLM brings a lot of business events and families which adds to long-term and short-term lodging stays and their campaign will be instrumental in promoting the City to this segment. She stated that COVID has forced them to pivot on some of their targets and activities and Hemisphere has allowed them to be flexible.

No questions from the committee

Lakewood Chamber of Commerce – Nights of Blue Lights

Ms. Smith began by stating the “Nights of Blue Lights” started last year. She discussed the reference to the blue lights where blue was the favorite color of Mary Cordelia Davis and how the City in the past had used blue lights for annual Holiday festivities. She mentioned how “Nights of Blue Lights” resurrects this unique tradition which is intended to attract visitors during the holiday season and boost tourism and sales activity. She showed photos of establishments that displayed blue light decorations in the past year. She next related that the Chamber is planning on creating tour packages next year which features the “Nights of Blue Lights” in combination with other City attractions in that season.

GRANT FUNDING DECISIONS

(Group deliberations commenced to determine the amount of grants to be awards).

Basis for Awards and Other Recommendations

- Historic Fort Steilacoom Association (HFSA) - The committee agreed to grant the full requested amount of \$12K with a suggestion that HFSA reexamine their current marketing mix to move farther away from print media by working with the City and other partners who can provide them the technology.
- Asia Pacific Cultural Center – LTAC member Potvin-Bird reported that the Tacoma Dome is shutting down the Ex Hall and moving events to the Convention Center next year; and , while the APCC is looking to move back to Lakewood, the impacts to the City will be farther out in the future. Chair Mayor Anderson remarked that the APCC had added new and attractive programs to their event and suggested granting the full request. The committee approved the full amount of \$15K.
- Travel Tacoma (TT) – LTAC member Smith stated that she was impressed with TT’s Geofencing application with its ability to track customers and visitors activities and behavior to create metrics that allow for effective and efficient marketing. The committee discussed the potential for the technology to be shared with the other tourism partners. The committee granted the requested amount of \$100K.
- Lakewood Sister Cities: Gimhae Delegation – Chair Mayor Anderson shared his assessment that there is more to Sister Cities than heads-in-beds right now, although positive impacts to tourism will still come in the near future. He praised the City of Gimhae for their recent generous donation of PPEs and masks to the City. The committee approved the full request of \$16,350.
- Lakewood Sister Cities: International Festival – LTAC member Potvin-Bird reviewed that together with the Gimhae delegation, their total request this year is the same as last year. It was noted that Sister Cities have not submitted reimbursements to-date on their 2020 grant and did not inform the City of the amount of savings. The committee approved the requested amount of \$7,550.
- Lakewood Arts Festival – LTAC member Raschke stated that the festival helps put Lakewood’s name in the forefront. The committee agreed that the pivot to online and social media offerings has potential to grow the market as people stay home more because of COVID. The full amount of \$13,500 was awarded.
- Lakewood Historical Society – LTAC member Smith stated that the museum remodel was beautifully done and that the timing of COVID was unfortunate. She said that interactive displays provide a form

of “edu-tainment.” Chair Mayor Anderson stated that while the museum is not a main attraction, it provides a valuable complementary activity. The committee granted the full amount requested of \$35K.

- Lakewold Gardens (LG) – Chair Mayor Anderson provided some history about LG where a previous change in leadership did away with wedding events as their main service, but recently reversed course due to LTAC influence. LTAC member Potvin-Bird remarked that wedding events, even if LG did the maximum allowable, do not generate as much in lodging stays. The committee reduced the award to \$50K.
- Lakewood Playhouse – Chair Mayor Anderson asked why they still have operating expenses this year when they were not putting on productions. LTAC member Potvin-Bird reviewed the Playhouse’s spending proposal and reported that the plan is a mix of social media, website, radio and print advertising. LTAC member Raschke commented that the Playhouse will need extra marketing effort after being shuttered to entice audiences to come back. The committee approved the full amount of \$25,000 but Chair Mayor Anderson commented that they can come back to reassess the determination if necessary.
- Chamber of Commerce - Night of Lights – Chair Mayor Anderson asked to be reminded of how the funds will be used to which Ms. Smith explained that funds will be used for purchasing decorative lights and installations. The committee approved the requested amount of \$25K.
- Chamber of Commerce (CC) - Tourism – LTAC member Raschke stressed the important role of the CC with its involvement with the City. The committee approved the requested amount of \$90K.
- Summerfest – Chair Mayor Anderson stated that they need to support Summerfest because of their explosive success in the past. LTAC member Raschke mentioned that Summerfest has an established reputation now and is well-known throughout the City. The committee approved the requested \$80K.
- Farmer’s Market – Ms. Potvin-Bird stated that farmers markets are great for the local community but they don’t generate hotel-motel stays that much and so the \$50K ask may be too high. The committee decided to award \$35K.
- Imaging Promotions – Ms. Potvin-Bird asked whether the program has other sources of funds to which Chair Mayor Anderson replied that they are funded by the General Fund and LTAC grants. She also noted that most of their awards goes to ad development in contract with Hemishpere. The committee reduced the award to \$40K instead of the requested \$50K.

A summary of the award determinations is given below.

LAKEWOOD LODGING TAX ADVISORY COMMITTEE RECOMMENDATIONS

2020 Requests for 2021 LTAC Grant Funds Applicant	Funding Request		Recommended Funding	
	Non-Capital	Capital	Non-Capital (4%)	Capital (3%)
	Available Balance		\$ 298,892	\$ 266,212
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CoL – Imaging Promotions	\$ 50,000	\$ -	\$ 40,000	\$ -
	\$ 605,400	\$ -	\$ 570,400	\$ -
	Subtotal	\$ 605,400	Subtotal	\$ 570,400
CPTC McGavick Center (Committee, Annual Payment)	\$ -	\$ 101,850	\$ -	\$ 101,850
	\$ 605,400	\$ 101,850	\$ 570,400	\$ 101,850
	Total	\$ 707,250	Total	\$ 672,250

LTAC member Raschke moved to accept the final allocation and LTAC member Potvin-Bird seconded.

With no further discussions, the motion to approve the recommended amounts was passed unanimously.

ADJOURNMENT - Chair Mayor Anderson adjourned the meeting at 3:30 p.m.

Minutes:

Manny Cristobal, Finance Supervisor (Preparer)

Mayor Don Anderson, Chair

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: November 16, 2020	TITLE: Accounts Receivable Write-Off	TYPE OF ACTION: ORDINANCE NO. RESOLUTION NO. MOTION NO. 2020-67 OTHER
REVIEW: November 9, 2020	ATTACHMENTS: N/A	

SUBMITTED BY: Tho Kraus, Assistant City Manager/Administrative Services


RECOMMENDATION: It is recommended that the City Council approve the write-off of accounts receivable totaling \$35,900.17.

DISCUSSION: Per the Lakewood Municipal Code 03.22.02 Write-Off: The City shall make reasonable attempts to collect all money owing in compliance with city policy and procedures. If such attempts fail and at least 120 days have passed since the original due date, the receivable will be sent to the collection agency. No less than 24 months after the original due date, if the receivable remains uncollected, the City may write-off the debt, provided the amount of the receivable is less than \$250.00 and both the City Manager and Assistant City Manager/Administrative Services authorize the write-off. Any decisions regarding write-off are discretionary with the City and may consider any variety of factors, including but not limited to resources of the City for purposes of attempting collection and aggregate impact of receivables at the time.

- discussion continued on following page -

ALTERNATIVE(S): The City Council may approve the receivable write-offs with modifications.

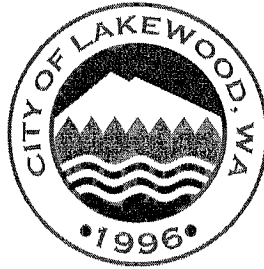
FISCAL IMPACT: The write-off will true up the City's accounting records by the amount written off.

Tho Kraus _____ Department Director	 _____ City Manager Review
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- DISCUSSION (continued) -

In reviewing the account receivable that is owed to the City, the following are requested to be written off:

- **Jefferson Taylor \$727.98**
Subrogation for City property damage claim #2017-0085, date of loss 05/15/2017, location 108th Street SW & Douglas Drive SW, Lakewood. Individual's vehicle damaged City street sign. A 30 day to pay letter was sent on 01/02/18. When no payment received, turned over to collection on 02/26/18 to Dynamic Collectors.
- **David Schooley \$25,952.41**
Subrogation for City property damage claim #2016-0045, date of loss 01/22/2016, location North Bound I-5 & Madigan exit, Lakewood. Individual's vehicle damaged contractor's equipment (truck mounted impact attenuator). A 30 day to pay letter was sent on 01/02/18. When no payment received, turned over to collection on 02/18/18 to Dynamic Collectors.
- **Barbara Snowberger \$3,285.25**
Subrogation for City property damage claim #2018-0087, date of loss 08/12/2018, location 40th Ave. SW & 96th Street SW, Lakewood. After investigation it was found the individual's actions resulted in damage to a City guardrail. A 30 day to pay letter was sent on 09/24/18. When no payment received, turned over to collection on 12/06/18 to Dynamic Collectors.
- **Uitualagi Viena \$5,934.53**
Subrogation for City property damage claim #2018-0066, date of loss 06/09/2018, location 8801 Custer Road SW, Lakewood. After investigation it was found the individual's actions resulted in damage to a City guardrail. A 30 day to pay letter was sent on 09/24/18. When no payment received, turned over to collection on 12/06/18 to Dynamic Collectors.



PUBLIC SAFETY ADVISORY COMMITTEE

Regular Meeting Minutes
Wednesday, August 5, 2020
Zoom Virtual Meeting

CALL TO ORDER

The meeting was called to order at 5:17 p.m.

ROLL CALL

Public Safety Advisory Committee Members Present: Alan Hart, James Hairston, Ken Witkoe, Ray Dotson, Mark Peila and Mark Terry

Public Safety Advisory Committee Members Excused: None

Public Safety Advisory Committee Members Absent: None

City Councilmember Present: Councilmember Mike Brandstetter and Councilmember Mary Moss

Fire Department Staff Present: Assistant Fire Chief Scott Adams

Lakewood Youth Council Present: School out for summer; no Youth Council reps at this time.

Staff Present: Chief Mike Zaro and Committee Staff Support; Joanna Nichols, Administrative Assistant

APPROVAL OF MINUTES

Mark Peila motioned to approve August's meeting minutes. All ayes; minutes were approved.

PUBLIC COMMENT

Charles Ames emailed a two part question, which was read into the record by Chair Ken Witkoe.

PRESENTATION: Councilmember Mary Moss presented information about the Lakewood Multicultural Coalition. Discussion ensued.

CITY COUNCIL LIAISON COMMENTS

Councilmember Mike Brandstetter stated that the Covid-19 mandates are making it difficult for the City Council to get new things moving forward and reminded everyone that the City Council would be listening to public comments regarding Fireworks on September 8th and the Council's plans from that point forward.

Councilmember Mike Brandstetter stated that the City Council had appointed 23 students to the Youth Council.

Mr. Ray Dotson asked about a Suburban Times article, which he stated makes erroneous and out of context claims regarding PSAC, and asked what his limitations are regarding a response. Discussion ensued.

YOUTH COUNCIL COMMENTS

No Youth Council (school is out).

FIRE CHIEF COMMENTS

Assistant Fire Chief Scott Adams discussed the Fire Department's 4th of July call response, and stated it was about the same as last year.

Assistant Fire Chief Scott Adams stated WPFR has a new vehicle, called Squad 21, and explained the types of calls they have been helping with. Chief Adams also updated everyone on WPFR's Covid staffing and safety measures, as well as shared information regarding the Pierce County Public Health and DEM sponsored Covid-19 testing they and LPD assisted with recently. Over 300 people showed up for testing.

Mr. Mark Terry asked if there was a plan to do some education around escape plans, smoke detectors, etc. since so many people will be at home doing distance learning during this time. Assistant Fire Chief Scott Adams stated they are planning on doing some educational videos in September and October.

POLICE CHIEF COMMENTS

Chief Michael Zaro went over the LPD Quarterly Report and addressed the public comment, stating LPD is still waiting for the outside investigation to be completed; they are being told that is several weeks out still. Discussion ensued.

UNFINISHED BUSINESS

Chair Ken Witkoe discussed the upcoming Joint Meeting with the City Council and asked Vice Chair James Hairston to explain to the committee the Clover Creek railroad crossing issue which had recently come up again, when Mr. Hairston learned it was not on the "to do list" for Public Works. Discussion ensued. It was agreed to ask Councilmember Mike Brandstetter to bring the issue back up to City Council, so it could hopefully be added back onto the to do list.

NEW BUSINESS

Chair Ken Witkoe discussed next month's meeting.

REPORTS FROM BOARD MEMBERS & STAFF


Members discussed their Neighborhood Associations, as applicable; most are not meeting right now.

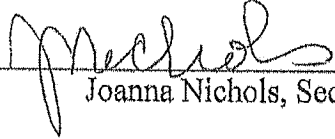
ADJOURNMENT

Meeting adjourned at 6:31 p.m.

Public Safety Advisory Committee:

Attest:


Ken Witkoe, Chair


Joanna Nichols, Secretary



**PLANNING COMMISSION
REGULAR MEETING MINUTES
October 21, 2020
Zoom Meeting
6000 Main Street SW
Lakewood, WA 98499**

Call to Order

The ZOOM meeting was called to order at 6:30 p.m. by Mr. Don Daniels, Chair.

Roll Call

Planning Commission Members Present: Don Daniels, Chair; Ryan Pearson, Paul Wagemann, James Guerrero, and Connie Coleman-Lacadie

Planning Commission Members Excused: Nancy Hudson-Echols

Commission Members Absent: None

Staff Present: Tiffany Speir, Long Range & Strategic Planning Manager; and Karen Devereaux, Administrative Assistant

Council Liaison: Councilmember Mr. Paul Bocchi

Approval of Minutes

The minutes of the meeting held on September 16, 2020 were approved as written by voice vote M/S/C Coleman-Lacadie/Wagemann. The motion passed unanimously, 5 - 0.

Agenda Updates

None

Public Comments

This meeting was held virtually to comply with Governor Inslee's Emergency Proclamations 20-28 and its addendums. Citizens were encouraged to virtually attend and to provide written comments prior to the meeting. No written public comments were received prior to the meeting. No additional attendees were logged in to the meeting for comment.

Unfinished Business

None

Public Hearings

None

Action on 2021 Comprehensive Plan and Zoning Map Amendments Docket Recommendation

Ms. Tiffany Speir reviewed each of the seven city-initiated text amendments in detail and included the staff-recommended map amendment 2020-08, reflecting a response to a private request to change zoning in the Tillicum area near the Berkeley interchange.

Mr. James Guerrero made the motion to recommend approval of proposed amendments on the 2021 Comprehensive Plan and Zoning Map Amendments docket as follows:

2021-01 Replacement of Sustainability Chapter with an Energy and Climate Change Chapter

2021-02 Updates re 2020 Rezone of Springbrook Parcels to Industrial Business Park Zone

2021-03 Updates to reflect Adoption of 2020 City Parks Legacy Plan

2021-04 Updates related to Allowing and/or Encouraging Various Housing Types

2021-05 Updates to Western State Hospital and Public and Semi-Public Institutional Uses

2021-06 Updates Reflecting Adoption of the Downtown Subarea Plan and Lakewood Station District Subarea Plan

2021-07 Updates related to City's Center of Local Importance (CoLI) 4 (Industrial Business Park/Clover Park Technical College) and CoLI 5 (South Tacoma Way)

2021-08 Rezoning certain parcels (2200000172, 2200000173, 2200000192, and potentially others) near the Berkeley interchange in Tillicum from R3 to NC2 and rezoning certain other nearby parcels (zones and parcels to be identified later) to provide logical transitions between densities and uses.

Ms. Connie Coleman-Lacadie seconded. A voice vote was taken; motion passed unanimously, 5-0.

The next steps in the 21CPA process would include City Council approval of the Commission-recommended 21CPA docket list by December 7. The City would conduct a substantive review of the approved docket list amendments through Winter-Spring 2021.

New Business

None.

Report from Council Liaison

Councilmember Mr. Paul Bocchi shared that the City Council was reviewing the 2021-2022 biennial budget, which was complicated due to the COVID-19 pandemic and also the recent Supreme Court decision to overturn I-976. Councilmember Bocchi identified a few positions that would be filled because of workload demand: Building Inspector, Code Enforcement Officer, and a Mental Health Worker for the Behavioral Health Contact Team supporting Police efforts. Mr. Bocchi also stated that Officer Ralph Rocco would be retiring in June 2021.

Reports from Commission Members and Staff

Lakewood Station District Subarea Plan Status

Ms. Tiffany Speir commented that great public feedback had been received via the October virtual/website stakeholder meetings and outreach programs. Information will be shared in the next agenda packet for review.

Future Agenda Topics

November 4: Planning Commission begins Lakewood Station District Subarea Plan Review.

Other

City Council has received applications for the vacant planning commission position. The City Council was tentatively scheduled to fill the vacancy on November 2.

Next Regular Meeting: The next regular meeting will be held on November 4, 2020.

Meeting Adjourned at 7:00 p.m.



Don Daniels, Chair
Planning Commission 11/04/2020



Karen Devereaux, Recording Secretary
Planning Commission 11/04/2020

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:

November 16, 2020

REVIEW:

October 26, 2020

November 2, 2020

TITLE: An Ordinance amending the 2020 Budget

ATTACHMENTS:

- Ordinance & Exhibits
- Memo

TYPE OF ACTION:

ORDINANCE NO. 743

RESOLUTION NO.

MOTION

OTHER

SUBMITTED BY: Tho Kraus, Assistant City Manager/Administrative Services

RECOMMENDATION: It is recommended that the City Council adopt this Ordinance amending the City's 2020 Budget.

DISCUSSION: The Revised Code of Washington (RCW) Chapter 35A.34 requires that all cities on a biennial budget cycle hold a mid-biennium review during the first year of the biennium. In addition to the required mid-biennium review, the City may require and modify the budget at other times throughout the year provided a public hearing is held and the budget ordinance is approved by December 31. Following the RCW guidelines, the City held a public hearing on the proposed budget adjustment on November 2, 2020.

The proposed budget adjustment makes the following types of modifications to fiscal year 2020:

- Revise the beginning fund balance by adjusting the estimated amount to reflect the final 2019 ending (Anomaly – to account for unanticipated revenues received after FY2019 closing).
- Adjustments to incorporate items previously approved by the City Council;
- Appropriate projects funded by grants and contributions;
- New allocations on an exception basis.

ALTERNATIVE(S): The City Council may approve the budget ordinance with modifications.

FISCAL IMPACT: The proposed budget adjustment for all funds:

- Increases beginning fund balance by \$0.01M, resulting in a revised estimate of \$39.65M;
- Increases revenues by \$5.58M, resulting in a revised estimate of \$96.42M;
- Increases expenditures by \$5.28M, resulting in a revised estimate of \$116.44M; and
- Increases ending fund balance by \$0.31M, resulting in a revised estimate of \$19.64M.

Tho Kraus

Department Director



City Manager Review

ORDINANCE NO. 743

AN ORDINANCE of the City Council of the City of Lakewood, Washington, adopting the 2019/2020 Biennial Budget.

WHEREAS, the tax estimates and budget for the City of Lakewood, Washington, for the 2019/2020 fiscal biennium have been prepared and filed on October 1, 2018 as provided by Titles 35A.34 and 84.55 of the Revised Code of Washington; and

WHEREAS, the budget was printed for distribution and notice published in the official paper of the City of Lakewood setting the time and place for hearing on the budget and said notice stating copies of the budget can be obtained on-line and at the Office of the City Clerk; and

WHEREAS, the City Council of the City of Lakewood having held a public hearing on November 5, 2018, and having considered the public testimony presented; and

WHEREAS, the City Council of the City of Lakewood adopted Ordinance 700 on November 19, 2018 implementing the 2019/2020 Biennial Budget; and

WHEREAS, the City Council of the City of Lakewood adopted Ordinance 707 on May 6, 2019 implementing the 2019 Carry Forward Budget Adjustment; and

WHEREAS, the City Council of the City of Lakewood adopted Ordinance 721 on November 18, 2019 implementing the 2019/2020 Mid-Biennium Budget Adjustment; and

WHEREAS, the City Council of the City of Lakewood adopted Ordinance 734 on May 18, 2020 implementing the 2020 Carry Forward Budget Adjustment; and

WHEREAS, the City Council of Lakewood finds it necessary to revise the 2020 Budget to adjust the 2020 beginning fund balance from the estimated amount to actual for the Transportation CIP Fund for unanticipated revenues received well after closing fiscal year 2019; adjustments to incorporate items previously approved by the City Council; appropriate projects funded by grants and contributions; and new allocations on an exception basis.

WHEREAS, the City Council of the City of Lakewood having held a public hearing on the 2020 Year-End Budget Adjustment on November 2, 2020.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON DO ORDAIN as follows:

Section 1. Budget Amendment. The 2020 Budget, as originally set forth in Ordinance 734, Section 1, is amended to adopt the revised budget for the year 2020 amounts and for the purposes as shown on Exhibit A Current Revised Budget by Fund – Year 2020 and Exhibit B Proposed Revised Budget by Fund – Year 2020.

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, or its application held inapplicable to

any person, property or circumstance, such invalidity or unconstitutionality or inapplicability shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance or its application to any other person, property or circumstance.

Section 3. Copies of the Budget to Be Filed. A complete copy of the final budget as adopted herein shall be transmitted to the Office of the State Auditor, the Association of Washington Cities and to the Municipal Research and Services Center of Washington. Copies of the final budget as adopted herein shall be filed with the City Clerk and shall be made available for use by the public.

Section 4. Effective Date. This Ordinance shall be in full force and effect for fiscal year 2020 and five (5) days after publication as required by law.

ADOPTED by the City Council this 16th day of November 2020.

CITY OF LAKEWOOD

Don Anderson, Mayor

Attest:

Briana Schumacher, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

EXHIBIT A
CURRENT REVISED BUDGET BY FUND - YEAR 2020
Per Ord. 734 Adopted on May 18, 2020

Fund	Beginning Fund Balance			Revenue			Expenditure			Ending Fund Balance
	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	
General Government Funds:	\$ 8,272,900	\$ 7,403,990	\$ 15,676,890	\$ 50,288,625	\$ 9,651,194	\$ 59,939,819	\$ 50,579,916	\$ 13,282,597	\$ 63,862,513	\$ 11,754,196
001 General	5,421,605	4,452,445	9,874,050	40,559,871	248,515	40,808,386	41,041,795	1,529,562	42,571,357	8,111,079
101 Street	-	4,786	4,786	2,454,032	167,210	2,621,242	2,454,030	171,998	2,626,028	-
102 Real Estate Excise Tax	48,256	752,014	800,270	1,700,000	100,000	1,800,000	1,748,042	552,228	2,300,270	300,000
103 Transportation Benefit District	32,325	20,132	52,457	814,000	(814,000)	-	814,000	(761,543)	52,457	-
104 Hotel/Motel Lodging Tax Fund	1,015,984	544,650	1,560,634	800,000	-	800,000	812,250	311,034	1,123,284	1,237,350
105 Property Abatement/RHSP	-	605,817	605,817	328,800	48,849	377,649	328,800	654,666	983,466	-
106 Public Art	-	142,778	142,778	15,000	-	15,000	15,000	142,778	157,778	-
180 Narcotics Seizure	-	282,319	282,319	70,000	-	70,000	70,000	282,319	352,319	-
181 Felony Seizure	-	8,143	8,143	-	-	-	-	8,143	8,143	-
182 Federal Seizure	-	259,829	259,829	39,600	-	39,600	39,600	259,829	299,429	-
190 Grants	1,339,865	63,360	1,403,225	560,000	2,265,006	2,825,006	560,000	2,265,006	2,825,006	1,403,225
191 NSP	-	142,434	142,434	24,700	49,316	74,016	24,700	191,750	216,450	-
192 SSMCP	45,114	8,318	53,432	277,100	7,258,067	7,535,167	277,100	7,311,499	7,588,599	-
195 Public Safety Grants	-	-	-	130,037	310,501	440,538	130,037	310,501	440,538	-
201 GO Bond Debt Service	-	-	-	1,551,487	-	1,551,487	1,551,487	-	1,551,487	-
202 LID Debt Service	-	35,097	35,097	175,521	17,730	193,251	175,521	52,827	228,348	-
204 Sewer Project Debt	240,064	79,261	319,325	788,477	-	788,477	537,554	-	537,554	570,248
251 LID Guaranty	129,687	2,607	132,294	-	-	-	-	-	-	132,294
Capital Project Funds:	\$ 5,708,616	\$ 9,594,354	\$ 15,302,970	\$ 11,885,418	\$ 6,908,030	\$ 18,793,448	\$ 15,075,718	\$ 17,535,258	\$ 32,610,976	\$ 1,485,442
301 Parks CIP	676,553	2,040,003	2,716,556	2,044,718	3,389,222	5,433,940	2,674,718	5,461,158	8,135,876	14,620
302 Transportation CIP	3,703,629	7,636,965	11,340,594	9,645,700	3,408,808	13,054,508	12,278,000	11,111,866	23,389,866	1,005,236
311 Sewer Project CIP	1,328,434	(82,614)	1,245,820	195,000	110,000	305,000	123,000	962,234	1,085,234	465,586
Enterprise Fund:	\$ 2,518,301	\$ 1,787,988	\$ 4,306,289	\$ 4,103,374	\$ 571,840	\$ 4,675,214	\$ 5,182,512	\$ 2,243,865	\$ 7,426,377	\$ 1,555,126
401 Surface Water Management	2,518,301	1,787,988	4,306,289	4,103,374	571,840	4,675,214	5,182,512	2,243,865	7,426,377	1,555,126
Internal Service Funds:	\$ 5,132,259	\$ (777,075)	\$ 4,355,184	\$ 5,534,996	\$ 1,896,355	\$ 7,431,351	\$ 6,024,752	\$ 1,226,360	\$ 7,251,112	\$ 4,535,423
501 Fleet & Equipment	4,623,188	(842,738)	3,780,450	822,520	1,087,628	1,910,148	1,384,120	365,700	1,749,820	3,940,778
502 Property Management	352,227	83,829	436,056	827,684	17,600	845,284	822,684	69,533	892,217	389,123
503 Information Technology	156,844	(18,166)	138,678	2,128,333	601,657	2,729,990	2,061,489	601,657	2,663,146	205,522
504 Risk Management	-	-	-	1,756,459	189,470	1,945,929	1,756,459	189,470	1,945,929	-
Total All Funds	21,632,076	\$ 18,009,257	\$39,641,333	\$ 71,812,413	\$ 19,027,419	\$90,839,832	\$ 76,862,898	\$ 34,288,080	\$111,150,978	\$ 19,330,187

EXHIBIT B
PROPOSED REVISED BUDGET BY FUND - YEAR 2020

Fund	Beginning Fund Balance			Revenue			Expenditure			Ending Fund Balance
	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	Prior Amount	Adjustment	Revised	
General Government Funds:	\$ 15,676,890	-	15,676,890	\$ 59,939,819	\$ 4,467,184	\$64,407,003	\$ 63,862,513	\$ 4,146,689	\$68,009,202	\$ 12,074,691
001 General	9,874,050	-	9,874,050	40,808,386	2,982,355	43,790,741	42,571,357	3,001,860	45,573,217	8,091,574
101 Street	4,786	-	4,786	2,621,242	-	2,621,242	2,626,028	-	2,626,028	-
102 Real Estate Excise Tax	800,270	-	800,270	1,800,000	248,722	2,048,722	2,300,270	548,722	2,848,992	-
103 Transportation Benefit District	52,457	-	52,457	-	835,000	835,000	52,457	195,000	247,457	640,000
104 Hotel/Motel Lodging Tax Fund	1,560,634	-	1,560,634	800,000	-	800,000	1,123,284	-	1,123,284	1,237,350
105 Property Abatement/RHSP	605,817	-	605,817	377,649	-	377,649	983,466	-	983,466	-
106 Public Art	142,778	-	142,778	15,000	-	15,000	157,778	-	157,778	-
180 Narcotics Seizure	282,319	-	282,319	70,000	-	70,000	352,319	-	352,319	-
181 Felony Seizure	8,143	-	8,143	-	41,000	41,000	8,143	41,000	49,143	-
182 Federal Seizure	259,829	-	259,829	39,600	-	39,600	299,429	-	299,429	-
190 Grants	1,403,225	-	1,403,225	2,825,006	-	2,825,006	2,825,006	-	2,825,006	1,403,225
191 NSP	142,434.00	-	142,434.00	74,016.00	-	74,016.00	216,450.00	-	216,450.00	-
192 SSMCP	53,432	-	53,432	7,535,167	47,000	7,582,167	7,588,599	47,000	7,635,599	-
195 Public Safety Grants	-	-	-	440,538	313,107	753,645	440,538	313,107	753,645	-
201 GO Bond Debt Service	-	-	-	1,551,487	-	1,551,487	1,551,487	-	1,551,487	-
202 LID Debt Service	35,097	-	35,097	193,251	-	193,251	228,348	-	228,348	-
204 Sewer Project Debt	319,325	-	319,325	788,477	-	788,477	537,554	-	537,554	570,248
251 LID Guaranty	132,294	-	132,294	-	-	-	-	-	-	132,294
Capital Project Funds:	\$ 15,302,970	\$ 13,543	\$15,316,513	\$ 18,793,448	\$ 1,081,152	\$19,874,600	\$ 32,610,976	\$ 1,081,152	\$ 33,692,128	\$ 1,498,985
301 Parks CIP	2,716,556	-	2,716,556	5,433,940	215,500	5,649,440	8,135,876	215,500	8,351,376	14,620
302 Transportation CIP	11,340,594	13,543	11,354,137	13,054,508	865,652	13,920,160	23,389,866	865,652	24,255,518	1,018,779
311 Sewer Project CIP	1,245,820	-	1,245,820	305,000	-	305,000	1,085,234	-	1,085,234	465,586
Enterprise Fund:	\$ 4,306,289	\$ -	\$ 4,306,289	\$ 4,675,214	\$ -	\$ 4,675,214	\$ 7,426,377	\$ 121,930	\$ 7,548,307	\$ 1,433,196
401 Surface Water Management	4,306,289	-	4,306,289	4,675,214	-	4,675,214	7,426,377	121,930	7,548,307	1,433,196
Internal Service Funds:	\$ 4,355,184	\$ -	\$ 4,355,184	\$ 7,431,351	\$ 35,000	\$ 7,466,351	\$ 7,251,112	\$ (65,000)	\$ 7,186,112	\$ 4,635,423
501 Fleet & Equipment	3,780,450	-	3,780,450	1,910,148	35,000	1,945,148	1,749,820	(65,000)	1,684,820	4,040,778
502 Property Management	436,056	-	436,056	845,284	-	845,284	892,217	-	892,217	389,123
503 Information Technology	138,678	-	138,678	2,729,990	-	2,729,990	2,663,146	-	2,663,146	205,522
504 Risk Management	-	-	-	1,945,929	-	1,945,929	1,945,929	-	1,945,929	-
Total All Funds	39,641,333	\$ 13,543	\$39,654,876	\$ 90,839,832	\$ 5,583,336	\$96,423,168	\$ 111,150,978	\$ 5,284,771	\$116,435,749	\$ 19,642,295



To: Mayor and City Councilmembers
From: Tho Kraus, Assistant City Manager/Administrative Services
Through: John J. Caulfield, City Manager *John J. Caulfield*
Date: November 16, 2020
Subject: 2020 Year-End Budget Adjustment

BACKGROUND

State law requires that all cities on a biennial budget cycle hold a mid-biennium review during the first year of the biennium. In addition to the required mid-biennium review, the City may require and modify the budget at other times throughout the year provided a public hearing is held and the budget ordinance is approved by December 31.

The proposed budget adjustment makes the following types of modifications to fiscal year 2020:

- Revise the beginning fund balance by adjusting the estimated amount to reflect the final 2019 ending (Anomaly – to account for unanticipated revenues received after FY2019 closing).
- Adjustments to incorporate items previously approved by the City Council;
- Appropriate projects funded by grants and contributions;
- New allocations on an exception basis.

The budget adjustment does not revise the budget to match the 2020 year-end estimates as prepared for the 2021/2022 biennial budget. However, following the City Manager's directives and action strategies below (through 2020 and continue indefinitely through 2021/2022) to mitigate the impact of the COVID-19 pandemic, it is expected that by year-end, we will meet or exceed the 2020 year-end estimated General Fund ending fund balance.

- All current and future vacant positions will not be filled in the foreseeable future, with exceptions given funding sources, legal mandates and/or reporting requirements.
- All discretionary spending are on hold indefinitely. Only those expenditures related to basic services are authorized.
- Anything not covered above shall be approved in advance after review by Assistant City Manager/Administrative Services and City Manager.
- Fleet & equipment, information technology, and property management projects and replacements shall only include essential items as well as those completed by December 31, 2020.
- Transportation, parks and sewer improvement projects will continued as planned for 2020 given these projects are funded with very limited general government funds.
- Excess REET will be set aside to offset any decrease in 2020 REET collections and to ensure payment of debt service in 2020 and 2021.

PROPOSED BUDGET ADJUSTMENT SUMMARY

- Increases beginning fund balance by \$0.01M, resulting in a revised estimate of \$39.65M;
- Increases revenues by \$5.58M, resulting in a revised estimate of \$96.42M;
- Increases expenditures by \$5.28M, resulting in a revised estimate of \$116.44M; and
- Increases ending fund balance by \$0.31M, resulting in a revised estimate of \$19.64M.

The table below provides a breakdown of the proposed budget adjustment (\$ in millions):

Fund Group	Beginning Fund Balance			Revenue			Expenditure			Ending Fund Balance		
	Current Budget	Prop Adjust	Prop Revised Budget	Current Budget	Prop Adjust	Prop Revised Budget	Current Budget	Prop Adjust	Prop Revised Budget	Current Budget	Prop Adjust	Prop Revised Budget
Total	\$39.64	\$0.01	\$39.65	\$ 90.84	\$ 5.58	\$96.42	\$111.15	\$ 5.28	\$116.44	\$19.33	\$ 0.31	\$19.64
General	\$ 9.87	\$ -	\$ 9.87	\$ 40.81	\$ 2.98	\$43.79	\$ 42.57	\$ 3.00	\$ 45.57	\$ 8.11	\$ (0.02)	\$ 8.09
Special Revenue	\$ 5.32	\$ -	\$ 5.32	\$ 16.60	\$ 1.48	\$18.08	\$ 18.97	\$ 1.14	\$ 20.12	\$ 2.94	\$ 0.34	\$ 3.28
Debt Service	\$ 0.49	\$ -	\$ 0.49	\$ 2.53	\$ -	\$ 2.53	\$ 2.32	\$ -	\$ 2.32	\$ 0.70	\$ -	\$ 0.70
Capital Projects	\$15.30	\$0.01	\$15.32	\$ 18.79	\$ 1.08	\$19.87	\$ 32.61	\$ 1.08	\$ 33.69	\$ 1.49	\$ 0.01	\$ 1.50
Enterprise	\$ 4.31	\$ -	\$ 4.31	\$ 4.68	\$ -	\$ 4.68	\$ 7.43	\$ 0.12	\$ 7.55	\$ 1.56	\$ (0.12)	\$ 1.43
Internal Service	\$ 4.36	\$ -	\$ 4.36	\$ 7.43	\$ 0.04	\$ 7.47	\$ 7.25	\$ (0.07)	\$ 7.19	\$ 4.54	\$ 0.10	\$ 4.64

GENERAL FUND ENDING FUND BALANCE

In support of the City's financial integrity, the City Council originally adopted on September 15, 2014, a set of financial policies including fund balance reserves totaling 12% of General/Street O&M Funds operating revenues as follows:

- 2% General Fund Contingency Reserves: The purpose of this reserve is to accommodate unexpected operational changes, legislative impacts, or other economic events affecting the City's operations which could not have been reasonably anticipated at the time the original budget was prepared.
- 5% General Fund Ending Fund Balance Reserves: The purpose of this reserve is to provide financial stability, cash flow for operations and the assurance that the City will be able to respond to revenue shortfalls with fiscal strength.
- 5% Strategic Reserves: The purpose of this reserve is to provide some fiscal means for the City to respond to potential adversities such as public emergencies, natural disasters or similarly major, unanticipated events.

With the 2020 year-end estimates prepared as part of the 2021/2022 proposed biennial budget, 2020 estimated General/Street O&M Funds ending fund balance of \$5.8M equates to 15% of General/Street O&M Funds operating revenues and is in alignment with the City's financial policies. The composition of the \$5.8M consists of \$4.5M or 12% allocated to General Fund Reserves and Unreserved set aside for 2021/2022 biennium to assist in mitigating the impact of COVID-19 pandemic.

\$747K for 2% General Fund Contingency Reserves

\$1.9M for 5% General Fund Ending Fund Balance Reserves

\$1.9M for 5% Strategic Reserves

\$4.5M Total Reserves

\$1.3M Unreserved Designated for 2021/2022 Budget to Mitigate Impact of COVID-19

\$5.8M Total Estimated Ending Fund Balance at 12/31/2020

PROPOSED BUDGET ADJUSTMENT DETAILS

The narrative below provides detailed information on the proposed budget adjustments. A summarized list is included as an attachment to this memo.

Fund 001 General

Comprehensive Plan Energy and Climate Change, Grant/1-Time

Add \$20,000 in revenues and expenditures for grant received from Washington State Department of Commerce Growth Management Services for 2020/2021 Climate Change Grant. The purpose of this grant is to assist the City with development of a new, separate Comprehensive Plan Energy and Climate change Chapter that includes goals, policies and objectives and replaces the current sustainability chapter.

COVID-19 Coronavirus Relief Funds, Grant/1-Time

Add \$2,685,150 in revenues and \$2,560,150 (reimbursements for payroll expenses related to straight time not budgeted) in expenditures for grant received from the Washington State Department of Commerce for Coronavirus Relief Fund for local governments for costs incurred due to the public health emergency with respect to the COVID-19 during the periods March 1, 2020 through November 30, 2020. Final invoices must be received by December 15, 2020. The grant allocation as approved by the City Council is as follows:

Public Partners \$177,013 – This assistance program provides for public agencies or organizations (e.g. utility, fire service, library) providing services within the City of Lakewood that has COVID-19 related cost burdens that will not otherwise be reimbursed.

Business Assistance \$745,567 – This assistance programs provides support small businesses impacted by the COVID-19 pandemic. The program is focused on providing much needed capital to sustain business operations and retain employees who may otherwise be laid off as a result of the current economic climate.

Human Services \$674,500 – This assistance program provides for human services agencies and organizations with whom the City of Lakewood has pre-existing service contracts and who can assist the City with providing financial, housing, and child care to city residents. The program also provides \$18,000 in mini-grants to licensed child care providers in Lakewood. The funds are available to providers to increase safety measures to maintain healthy environment.

Commercial Landlord \$250,000 – This programs provides rental relief to Lakewood commercial landlords that have lost revenue due to measures taken during the pandemic to minimize the public's exposure to COVID-19. The program provides up to \$5,000 per month, per location and up to six and a half months of assistance for a maximum of \$37,500 for each tenant that a landlord has within one property.

Other \$838,070 – This program provides for expenditures: to facilitate compliance with COVID-19 measures such as telework capabilities for employees; public health expenses (communication and enforcement of public health measures, medical and protective supplies, including sanitation supplies, disinfecting public areas and other facilities, public safety measures undertaken); economic support (translation services, web development); and payroll expenses incurred related to public safety, economic development, public health, human services).

COVID-19 CARES Act Facility Safety Improvements, Grant/1-Time

Add \$171,500 in revenues and expenditures for grant received from Pierce County's CARES Act monies to purchase equipment and make essential facility improvements and modifications to allow for a safe reopening for recreation and special events in Phase 2 and Phase 4. These essential improvements and modifications include: retrofit public restrooms with touch free fixtures, portable pedestal hand sanitizing stations; stanchions and barriers to create physically distance line queuing; PPE, public address systems at all entries to communicate health and safety policies; handheld barcode readers and software; portable restroom trailer; HVAC updates; automatic gate; exterior security infrastructure to create appropriate entry spacing; portable pressure washing system; signage; event and venue staff training; improved access control system to reduce touchpoints; portable Plexiglas guards; and portable kiosk.

COVID-19 Pierce County Emergency Operations Senior Center, Grant/1-Time

Add \$7,000 in revenues and expenditures for grant received from Pierce County CARES Act. This grant will pay for COVID-19 specific programs, deep cleaning of the center, purchase of PPE, purchase of supplies necessary to facilitate a safe environment for reopening and purchase of disposable, single-use goods, and cameras for virtual classes at the Lakewood Senior Activity Center.

COVID-19 Emergency Management Planning, Grant/1-Time

Add \$22,495 for grant received from Pierce County's EOC CARES Act. The grant is for the purpose of paying for over time related costs for the West Pierce Emergency Management Assistant Coordinator. These funds support the collection of data and ongoing communications of community lifelines related to the response to COVID.

COVID-19 Washington State Military Emergency Planning, Grant/1-Time

Add \$11,210 in revenues and expenditures for grant received from Washington State Military Department Emergency Management Performance Grant COVID-19 Supplemental. The purpose of this program is to provide US Department of Homeland Security (DHS)/Federal Emergency Agency (FEMA) federal award funds to assist state, local, territorial, and tribal governments with their public health and emergency management activities supporting the prevention of, preparation for, response to, and recovery from the COVID-19 public health emergency. This grant is specifically for the purpose of paying for over time related costs for the West Pierce Emergency Management Assistant Coordinator. These funds support the collection of data and ongoing communications of community lifelines related to the response to COVID.

COVID-19 Emergency Management Planning, Grant/1-Time

Add \$45,000 for grant received from Douglas County. The grant is for the purpose of paying for over time related costs to support Chelan and Douglas County in response to the COVID-19 pandemic. These funds support the collection of data and ongoing communications of community lifelines.

CHOICE Contract Increase, Grant/1-Time

Add \$20,000 in revenues and expenditures for increase in grant contract which includes and increase to City administrative fee. The current contract was for \$110,000 per year for two years which included an 8% contract administration fee (approximately \$8,906/year) for service. The updated contract provides for \$18,600 increase for program work and additional \$1,400 in administrative fees to offset costs associated with being the fiscal agent dating back to July 1, 2020. The grant funding period remains July 1, 2019 through June 30, 2021.

Transfers to Parks CIP, New/1-Time

Transfer \$212,000 to 301.0032 Springbrook Park Expansion/Acquisition for the purchase of the Louwien property of \$184,000 and related fees for negotiations by outside legal counsel.

Fund 102 Real Estate Excise Tax

Transfer to Transportation CIP, New/1-Time

Transfer \$548,722 to Transportation CIP for JBLM North Access Design, funded by an ending fund balance and increase in real estate excise tax revenue of \$248,722.

Fund 103 Transportation Benefit District

Reinstate Transportation Benefit District Budget, New/Ongoing

Add \$835,000 in revenues and \$195,000 expenditures funded by the \$20 vehicle licensing fee. \$260,000 is earmarked to restore 2022 funding for minor capital/major capital/pavement patching and \$380,000 for the chip seal program which are eligible projects for TBD funding. The remaining \$195,000 is for JBLM North Access Design.

Background: On October 15, 2020, the Washington State Supreme Court ruled on the constitutionality of I-976 and struck down the initiative because it contained multiple subjects and a misleading ballot title. Now that the court has ruled, the 2020 vehicle license fees that the City has been receiving from the State Department of Licensing (DOL) will now be recognized as revenue.

Fund 181 Felony Seizure

Felony Seizure, New/1-Time

Add \$41,000 in expenditures funded by felony seizure related activity. The purpose of this fund is for tracking assets seized under RCW 10.105.101 and the related expenditures. The state statute authorizes the seizure of assets that have been or was actually employed as an instrumentality in the commission or in the aiding or abetting in the commission of any felony, or which was furnished or was intended to be furnished by any person in the commission of, as a result of, or as a compensation for the commission of, any felony, or which was acquired in whole or in part with the proceeds traceable to the commission of a felony. Funds shall be used exclusively by the City in the expansion and improvement of law enforcement activity; however may not be used to supplant existing funding sources.

Fund 182 Federal Seizure

Federal Seizure, Continuation/1-Time

Add \$100,000 for purchase of replacement boat offset by a reduction in the current existing budget, funded by federal seizure related revenue. The purpose of this fund is to track the revenues associated with assets seized as a result the Police Department working in conjunction with federal law enforcement.

The Federal Equity Sharing Guidelines lists the following (funds shall be used to increase or supplement and not be used to replace or supplant):

Permissible Uses: law enforcement investigations; law enforcement training, law enforcement and detention facilities; law enforcement equipment; law enforcement travel and transportation; law enforcement awards and memorials; drug and gang education awareness programs; matching fund for grants; pro rata funding of the law enforcement agency's percentage of costs associated with supporting multi-agency items or facilities; asset accounting and tracking of expenditures of federally shared funds; language assistance services in connection with law enforcement activity; transfers of cash to other law enforcement agencies; support of community-based programs (cash transfers to community-based programs are not permitted); and windfall situations to provide additional support to community-based programs.

Impermissible Uses: Salaries and benefits of permanent law enforcement personnel, except in limited circumstances (i.e. express statutory authorization, overtime of officers and investigators, new positions and temporary or not-to-exceed one year appointments and salary of an officer hired to replace an officer assigned to a task force, specialized programs that generally to not involve traditional law enforcement functions); use of forfeited property by non-law enforcement personnel; payment of education-related costs; uses contrary to the laws of the state or local jurisdiction; non-official government use of shared assets; purchase of food and beverage (except for conference and meals during local operations); extravagant expenditures

Fund 192 Office of Economic Adjustment/South Sound Military Communities Partnership

North Clear Zone, Grant/1-Time

Increase grant revenues by \$47,000 and expenditures by \$47,000 resulting \$1,500,000 in revenues and \$1,500,000 in expenditures received from Department of Defense Readiness and Environmental Protection Integration (REPI) grant. These funds are to be used to develop a buffer zone in the North Clear zone adjacent to JBLM (Joint Base Lewis McChord), which includes the purchase of the Tactical Tailor property.

The budget adjustment results in a life-to-date through 2020 cost estimate of \$6,914,698 funded by the following grants:

- \$3,566,565 United States Air Force (Amount carried forward from 2019)
- \$1,500,000 DoD REPI Funds
- \$768,133 WA State Department of Commerce
- \$580,000 Pierce County 2020 Budget Funds
- \$500,000 WA State Capital Budget Funds

Fund 195 Public Safety Grants

Emergency Management Planning, Grant/1-Time

Add \$50,877 in revenue and expenditures for grant received from the Washington State Military Department. The purpose of this grant is to pay for a portion of the salary and benefits of an emergency management coordinator's position shared in cooperation with the West Pierce Emergency Management Coalition (WPEMC) which includes the City of Lakewood, West Pierce Fire and Rescue, and the City of University Place. This grant requires a match of \$84,797 which is to be provided by the coalition partner's balance of personnel costs contributions after grant funding. The estimated match funding would be allocated: West Pierce Fire \$33,919; City of University Place \$24,369, and City of Lakewood \$26,509. The City of Lakewood has its match portion budgeted. The grant period runs from 7/1/2020 through 8/31/2021.

COVID-19 Department of Justice (JAG) Supplemental, Grant/1-Time

Add \$134,430 in revenues and expenditures for grant received from Department of Justice (JAG) COVID-19 Supplemental. The Coronavirus Emergency Supplemental Funding (CESF) Program allows local governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. The City of Lakewood will use these funds from equipment and supplies.

Washington Auto Theft Prevention Authority (WAPTA), Grant/1-Time

Add \$127,800 in revenues and expenditures for grant received from Washington Auto Theft Task Prevention Authority. This funding through the City of Federal Way provides for the position of an Auto Crimes Enforcement Task Force Investigators who are assigned to the WAPTA program. There is no local match required. The mission of the WAPTA is to prevent and reduce motor thefts in the State

Fund 301 Parks Capital

301.0027 American Lake Park Improvements, Grant/1-Time

Add \$3,500 in revenues and expenditures for grant received from the Greater Tacoma Community Foundation. South Sound Together has a desire to fund murals in the community that beautify spaces and encourage community engagement while supporting and promoting the South Sound Proud community badge and promotional slogan "Live Like the Mountain's Out". The American Lake Park boat launch retaining wall has been chosen as one of these sites.

The budget adjustments results in a life-to-date through 2020 cost estimate of \$288,500 funded by:

- \$35,000 Pierce County Grant
- \$250,000 REET
- \$3,500 Greater Tacoma Community Foundation Grant
- \$288,500 Total Sources**

301.0032 Springbrook Park Expansion, Continuation & New/1-Time

Add \$212,000 in expenditures for the purchase of the Louwien property and related outside legal counsel for negotiations funded by General Fund.

This budget adjustment results in a life-to-date through 2020 cost estimate of \$1,131,616 funded by:

- \$788,000 Funds Anticipated – State Legislative Ask
- \$10,000 TPCHD Grant
- \$212,000 General Fund
- \$121,616 Springbrook Park Acquisition Phase III Project Savings
- \$1,131,616 Total Sources**

Fund 302 Transportation Capital

302.0135 JBLM – North Access Design, New/1-Time

Add \$908,730 in expenditure for project design funded by transfer in of \$743,722 from real estate excise tax and \$121,930 from Surface Water Management Fund for storm drainage element of project.

The budget adjustment result in a life-to-date through 2020 cost estimate of \$2,345,000 funded by:

\$443,930 SWM
\$591,800 REET
\$195,000 TBD \$20 VLF
\$784,270 GO Bonds
\$2,015,000 Subtotal Sources in Project 302.0135
\$50,000 SWM
\$280,000 GO Bonds
\$330,000 Subtotal Sources in Project 302.0077
\$2,345,000 Total Sources

Fund 401 Surface Water Management

Add \$121,930 in expenditures to account for transfer to Transportation CIP JBLM North Access Design for storm drainage related element of the project.

Fund 501 Fleet & Equipment

Police Boat Replacement, Housekeeping/1-Time

Remove \$100,000 budget for replacing SAFE Boat, funded by replacement reserves. The boat will be purchased from Federal Seizure fund. Additionally, add \$35,000 in expenditures funded by proceeds from sale of boat for upgrades and costs associated with replacement boat.

**2020 Carry Forward Budget Adjustment
Summary of Proposed Requests**

	Adjustment Type	Ongoing 1-Time	Year 2020	
			Revenue	Expenditure
Grand Total - All Funds			\$ 5,583,336	\$ 5,284,771
Total - Fund 001 General			\$ 2,982,355	\$ 3,001,860
Comprehensive Plan Energy and Climate Change	New/Grant	1-Time	20,000	20,000
COVID-19 Grant - Coronavirus Relief Funds (CRF)	New/Grant	1-Time	2,685,150	2,560,150
COVID-19 Grant - CARES Act Facility Safety Improvements	New/Grant	1-Time	171,500	171,500
COVID-19 Grant - Pierce County EOC CARES Senior Center	New/Grant	1-Time	7,000	7,000
COVID-19 Grant - Pierce County EOC Reimbursement	New/Grant	1-Time	22,495	-
COVID-19 Grant - WA State Military - Emergency Management	New/Grant	1-Time	11,210	11,210
COVID-19 Grant - Douglas County EOC Reimbursement - Chelan Fires	New/Grant	1-Time	45,000	-
CHOICE Grant Increase	New/Grant	1-time	20,000	20,000
Transfer to Parks CIP - For Springbrook Park Property Acquisition/Louwien Property	New/Grant	1-Time	-	212,000
Total - Special Revenue Funds			\$ 1,484,829	\$ 1,144,829
Total - Fund 102 Real Estate Excise Tax			\$ 248,722	\$ 548,722
Transfer to Transportation CIP - For JBLM North Access Design Funded by Increase in REET Revenue	New/CIP	1-Time	248,722	548,722
Total - Fund 103 Transportation Benefit District			\$ 835,000	\$ 195,000
\$20 Vehicle Licensing Fee	New	Ongoing	835,000	-
Transfer to JBLM North Access Design	New/CIP	1-Time	-	195,000
Total - Fund 181 Felony Seizure			\$ 41,000	\$ 41,000
Felony Seizure Authorized Uses Funded by Felony Seizure Revenues	New	1-Time	41,000	41,000
Total - Fund 182 Federal Seizure			\$ -	\$ -
Purchase of Replacement Boat	New	1-Time	-	100,000
Reduce Current Budget to Accommodate Boat Purchase	New	1-Time	-	(100,000)
Total - Fund 192 OEA/SSMCP			\$ 47,000	\$ 47,000
North Clear Zone - Dept of Defense Readiness and Environmental Protection Integration (REPI) Funds	New/Grant	1-Time	47,000	47,000
Total - Fund 195 Public Safety Grants			\$ 313,107	\$ 313,107
PD - Emergency Management Planning Grant	New/Grant	1-Time	50,877	50,877
PD - COVID-19 Grant - JAG Supplemental	New/Grant	1-Time	134,430	134,430
PD - Washington Auto Theft Task Force	New/Grant	1-Time	127,800	127,800
Total - Capital Improvement Project Funds			\$ 1,081,152	\$ 1,081,152
Total - Fund 301 Parks CIP			\$ 215,500	\$ 215,500
South Sound Together Fund Mural	New Grant	1-Time	3,500	3,500
Transfer from General Fund - For Springbrook Park Property Acquisition \$184,000 & Outside Legal Counsel Fees \$28,000	New	1-Time	212,000	212,000
Total - Fund 302 Transportation CIP			\$ 865,652	\$ 865,652
Transfer In from SWM - For JBLM North Access Design for Storm Drainage Element of Project	New/CIP	1-Time	121,930	121,930
Transfer in from REET - For JBLM North Access Design	New/CIP	1-Time	548,722	548,722
Transfer in From TBD \$20 VLF - For JBLM North Access Design	New/CIP	1-time	195,000	195,000
Total - Enterprise Funds			\$ -	\$ 121,930
Total - Fund 401 Surface Water Management			\$ -	\$ 121,930
Transfer to Transportation CIP -	New/CIP	1-Time	-	121,930
Total - Internal Service Funds			\$ 35,000	\$ (65,000)
Total - Fund 501 Fleet & Equipment			\$ 35,000	\$ (65,000)
Remove Purchase of Replacement Boat - To Be Purchased with Seizure Funds Instead	Housekeepin	1-Time	-	(100,000)
Upgrades and Costs Associated with Replacement Boat Purchased Funded by Anticipated Proceeds from Sale of Existing Boat	New	1-Time	35,000	35,000

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: 11/16/2020	TITLE: An ORDINANCE of the City Council making a declaration of substantial need for purposes of setting the limit factor for the property tax levy for 2021.	TYPE OF ACTION: <u> X </u> ORDINANCE NO. 744 <u> </u> RESOLUTION <u> </u> MOTION <u> </u> OTHER
REVIEW: 11/2/2020 10/5/2020	ATTACHMENTS: <ul style="list-style-type: none">• ORDINANCE	


SUBMITTED BY: Tho Kraus, Assistant City Manager/Administrative Services

RECOMMENDATION: It is recommended that the City Council adopt this **ORDINANCE** making a declaration of substantial need for the purposes of setting the limit factor of 1% for the 2021 property tax levy.

DISCUSSION: Per state statute, the City is authorized to increase its property tax annually up to the lesser of Implicit Price Deflator (IPD) or one percent (1%). The 2020 IPD for the 2021 property tax levy is 0.60152%. If the City Council wishes to adopt a 1% property tax levy increase, it was must also adopt a Declaration of Substantial Need Ordinance.

ALTERNATIVES: The City Council may choose to set the limit factor at the IPD rate of 0.60152% or less; however that would negatively impact the City's finances.

FISCAL IMPACT: The current 2021 property tax revenue estimate of \$7,412,100 is based on the 1% limit factor. A limit factor based on IPD of 0.60152% reduces the revenue estimate by approximately \$44,000. A 0% change reduces the revenue estimate by approximately \$73,000.

Tho Kraus _____ Department Director	 _____ City Manager Review
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ORDINANCE NO. 744

AN ORDINANCE of the City Council of the City of Lakewood, Washington, making a declaration of substantial need for purposes of setting the limit factor for the property tax levy for 2021.

WHEREAS, RCW 84.55.010 provides that a taxing jurisdiction may levy taxes in an amount no more than the limit factor multiplied by the highest lawful levy plus additional amounts resulting from new construction and improvements to property, newly constructed wind turbines, and any increase in the value of state-assessed utility property;

WHEREAS, under RCW 84.55.005(2)(C), the limit factor for a taxing jurisdiction with a population of 10,000 or over is the lesser of 101 percent or 100 percent plus inflation;

WHEREAS, RCW 84.55.005(1) defines “inflation” as the percentage change in the implicit price deflator for personal consumption expenditures for the United States as published for the most recent 12-month period by the Bureau of Economic Analysis of the federal Department of Commerce in September of the year before the taxes are payable;

WHEREAS, “inflation” for July 2020 is 0.60152% percent and the limit factor is 1% percent, meaning that the taxes levied in the City of Lakewood in 2020 for collection in 2021 will be less than the increase authorized by state law, except for the amount resulting from new construction and improvements to property, newly constructed wind turbines, and any increase in the value of state-assessed utility property;

WHEREAS, RCW 84.55.0101 provides for use of a limit factor of 101 percent or less with a finding of substantial need by a majority plus one councilmembers;

WHEREAS, the economic downturn was not caused by the economic problems or financial management but rather the result of the global COVID-19 pandemic. The City ended fiscal year 2019 in a healthy financial position with General Fund unreserved ending fund balance at \$4.7 million. This is due to the City Council’s adopted financial policies that include strong policies on reserve levels for the City’s operating funds along with conservative revenue estimates and department expenditure savings. The financial policies ensure that by the end of 2021 and 2022, General Fund reserves shall be at least 12% of General and Street O&M operating revenues. The 2021/2022 proposed biennial budget meets the City’s 12% policy objective. However, the City had to temporarily suspend certain aspects of the financial policies in terms of ongoing revenues supporting ongoing expenditures (used 2019 unreserved ending fund balance) and deferred the collection of replacement reserves for fleet and equipment for both 2021 and 2022 and information technology and property management in 2021. The collection of replacement reserves will be re-evaluated as part of the mid-biennial review that will begin as early as April 2021 and reinstated if funds are available. Additionally, the City has the following collective bargaining agreements that are either in negotiations or are set to expire: AFSCME (American Federal, State, County, and Municipal Employees) and Teamsters (current contracts expire 12/31/2021); and LPIG (Lakewood Police Independent Guild (current contract expires 12/31/2020). The financial impact will not be

known until the agreements are in place. Labor costs have and are expected to continue to increase above 1%. Annual step increases range from 2% to 6.1% on top of cost of living adjustments (COLA) depending on the labor group.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON DO ORDAIN as follows:

SECTION 1. A finding is made of substantial need under RCW 84.55.0101, which authorizes the use of a limit factor of 101 percent for the property tax levy for 2021.

SECTION 2. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

SECTION 3. Corrections. The City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance number, section/subsection numbers and any references thereto.

SECTION 4. Effective Date. That this Ordinance shall be in full force and effect five (5) days after publication of the Ordinance as required by law.

ADOPTED by the City Council this 16th day of November, 2020.

CITY OF LAKEWOOD

Don Anderson, Mayor

Attest:

Briana Schumacher, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:

November 16, 2020

TITLE: An **ORDINANCE** of the City Council setting the 2021 Levy for the City of Lakewood's collection of property tax.

TYPE OF ACTION:

X ORDINANCE NO. 745

REVIEW:

October 5, 2020

November 2, 2020

ATTACHMENTS:

1. **ORDINANCE**
2. **Preliminary Certification** of Assessed Values from the Pierce County Assessor's Office for tax collections in 2021.
3. Pierce County **Assessor's Property Tax Worksheet** for the calculation of the levy lid cap – levy rate for the City of Lakewood and for budget year 2021.

RESOLUTION

MOTION

OTHER

SUBMITTED BY: Tho Kraus, Assistant City Manager/Administrative Services

RECOMMENDATION: It is recommended that the City Council adopt this ordinance to increase the property tax levy by 1% as allowed by state law, in addition to increases related to new construction, improvements to property, newly constructed wind turbines, any increases in the value of state-assessed property, any annexations that have occurred and administrative refunds.

DISCUSSION: Per state statute, the City is authorized to increase its property tax annually up to the lesser of Implicit Price Deflator (IPD) or one percent (1%). The IPD for 2019-2020 (as of August 27, 2020) is 0.60152% which means the City Council will need to adopt an ordinance of substantial need in order to receive the full 1% increase as authorized by state statute. The August 27 data release is the final release before the September 25 statutory deadline in RCW 84.55.005. The property tax levy increase of 1% is commensurate with the 2021/2022 biennial budget estimates.

ALTERNATIVES: The City Council may choose to set the limit factor at less than 1.0%; however that would negatively impact the City's finances.

FISCAL IMPACT: The 2021 proposed revised property tax revenue budget estimate of \$7,412,100 is based on the 1% limit factor. The 2021 1% increase equates to \$72,553 and the cumulative impact of not taking the 1% increase in 2021 over the 6-year period (2021-2026) is approximately \$446,000.

Tho Kraus

Department Director



City Manager Review

ORDINANCE NO. 745

AN ORDINANCE of the City Council of the City of Lakewood, Washington, relating to ad valorem property taxes; establishing the amount to be raised in 2021 by taxation on the assessed valuation of the property of the City; and setting the property tax levy rate for 2021.

WHEREAS, the City Council of the City of Lakewood has met and considered its budget for the budget years 2021/2022; and

WHEREAS, the City Council conducted the public hearing on the 2021 property tax levy on November 2, 2020; and

WHEREAS, the City Council, after hearing and duly considering all relevant evidence and testimony, determined that it is necessary to meet the expenses and obligations of the City, to increase the regular property tax levy by the 1.0% limit factor as prescribed in RCW 84.55.0101; and

WHEREAS, the district's actual levy amount from the previous year was \$7,278,630.54; and

WHEREAS, the population of this district is more than 10,000;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON DO ORDAIN as follows:

SECTION 1. Increase in the Highest Lawful Levy. The highest lawful levy for collection in 2020 is \$7,255,258.55, plus additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and administrative refunds. The preliminary levy limit calculation includes: 1.0% limit factor increase of \$72,552.59; additional revenue from new construction in the amount of \$75,952.13; administrative refunds in the amount of \$8,350.25; and an increase from state-assessed property in the amount of \$0.00 for a total preliminary 2021 property tax levy of \$7,412,113.52.

SECTION 2. Dollar and Percentage Increase from the 2020 Actual Property Tax Levy. The dollar amount of the increase over the actual 2020 levy of \$7,278,630.54 (which is the regular levy of \$7,255,258.55 plus administrative refunds of \$23,371.99) is \$49,180.60 and 0.6757 percent. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state-assessed property, any annexations that have occurred and administrative refunds.

SECTION 3. Estimated Tax Levy. The estimated 2021 regular property tax levy is established at the maximum 101 percent limit. The annual amount of property taxes and rates necessary to raise the estimated budget revenue in 2021 is hereby levied upon real and personal

property subject to taxation in the City as follows:

Estimated 2021 Tax Levy

True and Fair Value of Tax Base: \$8,120,002,566

Estimated Levy Rate: \$0.9128

SECTION 4. Maximum Allowable Levy and Certification. The estimated property tax revenues and rates will be subsequently adjusted by the Pierce County Assessor-Treasurer to the maximum allowable amount as specified by state law, including administrative refund, when the property values are finally certified. The levy certifications will then be completed using the final certified figures and forwarded to the Assessor-Treasurer.

SECTION 5. Effective Date. That this Ordinance shall be in full force and effect five (5) days after publication of the Ordinance as required by law.

ADOPTED by the City Council this 16th day of November, 2020.

CITY OF LAKEWOOD

Don Anderson, Mayor

Attest:

Briana Schumacher, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney



Pierce County

Mike Lonergan, Assessor-Treasurer

2401 South 35th Street
 Tacoma, WA 98409-7498
 (253) 798-6111 FAX (253) 798-3142
 ATLAS (253) 798-3333
www.piercecountywa.org/atr

HIGHEST LAWFUL LEVY LIMIT 2020 FOR 2021

LAKEWOOD**> 10,000**

REGULAR TAX LEVY LIMIT:

	2019
A. <u>Highest regular tax which could have been lawfully levied beginning with the 1985 levy</u> [refund levy not included] times limit factor (as defined in RCW 84.55.005).	7,255,258.55 1.0100000 7,327,811.14
B. Current year's assessed value of new construction, improvements and wind turbines in original districts before annexation occurred times last year's levy rate (if an error occurred or an error correction was made in the previous year, use the rate that would have been levied had no error occurred).	77,810,949 0.976111107073 75,952.13
C. Current year's state assessed property value in original district if annexed less last year's state assessed property value. The remainder to be multiplied by last year's regular levy rate (or the rate that should have been levied).	66,090,198 66,090,198 0.00 0.976111107073 0.00
D. REGULAR PROPERTY TAX LIMIT (A + B + C)	7,403,763.27

ADDITIONAL LEVY LIMIT DUE TO ANNEXATIONS:

E. To find rate to be used in F, take the levy limit as shown in Line D above and divide it by the current assessed value of the district, excluding the annexed area.	7,403,763.27 8,120,002,566 0.911793218022
F. Annexed area's current assessed value including new construction and improvements times rate found in E above.	0.00 0.911793218022 0.00
G. NEW LEVY LIMIT FOR ANNEXATION (D + F)	7,403,763.27

LEVY FOR REFUNDS:

H. RCW 84.55.070 provides that the levy limit will not apply to the levy for taxes refunded or to be refunded pursuant to Chapters 84.68 or 84.69 RCW. (D or G + refund if any)	7,403,763.27 8,350.25 7,412,113.52
I. TOTAL ALLOWABLE LEVY AS CONTROLLED BY THE LEVY LIMIT (D,G,or H)	7,412,113.52
J. Amount of levy under statutory rate limitation.	8,120,002,566 1.600000000000 12,992,004.11
K. LESSER OF I OR J	7,412,113.52

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:

November 16, 2020

TITLE: An **ORDINANCE** of the City Council adopting the 2021/2022 Biennial Budget.

ATTACHMENTS:

Ordinance & Exhibit

TYPE OF ACTION:

 X **ORDINANCE**
NO. 746

 RESOLUTION

 MOTION

 OTHER

REVIEW:

Various Dates -
See Below

SUBMITTED BY: Tho Kraus, Assistant City Manager/Administrative Services

RECOMMENDATION: City Council adopts this ordinance that provides for the City of Lakewood 2019/2020 Biennial Budget beginning January 1, 2021 and ending December 31, 2022.

DISCUSSION: Per state law, the City Council must adopt the 2021/2022 Biennial Budget no later than December 31, 2020. The City held many open public meetings to review the budget. The meeting dates and the topics discussed are as follows:

October 5, 2020

City Manager presentation of the 2021/2022 Proposed Biennial Budget
Review of 2021 Property Tax Levy

November 2, 2020

Public Hearing on the 2021/2022 Proposed Biennial Budget & 2021 Property Tax Levy

October 7, 2020

Department Budget Presentations (City Council, City Manager, Community & Economic Development, Parks, Recreation & Community Services, Legal)

November 9, 2020

Review of 2021 Fee Schedule Amendments
Review 6-Year Financial Forecast
Review of 2021/2022 Proposed Biennial Budget

October 14, 2020

Department Budget Presentations (Police, Public Works Engineering, Municipal Court, Administrative Services)

November 16, 2020

Adopt Declaration of Substantial Need
Adopt 2021 Property Tax Levy
Adopt 2021 Fee Schedule Amendments
Adopt 2021/2022 Biennial Budget

ALTERNATIVES: The City Council may approve the budget ordinance with modifications.

FISCAL IMPACT: The Proposed 2021/2020 Biennial budget is in compliance with the City's financial policies and is also in line with City Council Goals/Strategic Plan and the associated work plans. It is a balanced budget with operating expenditures supported by operating revenues. There is no use of one-time monies for ongoing programs and General Fund ending fund balances reserves of 12% are maintained at the end of 2022. The proposed budget also maintains current levels of service in public safety, economic development, recreation, and development services, while also providing sources for various transportation and parks improvements.

Tho Kraus

Department Director



City Manager Review

ORDINANCE NO. 746

AN ORDINANCE of the City Council of the City of Lakewood, Washington, adopting the 2021/2022 Biennial Budget.

WHEREAS, the tax estimates and budget for the City of Lakewood, Washington, for the 2021/2022 fiscal biennium have been prepared and filed on October 5, 2020 as provided by Titles 35A.34 and 84.55 of the Revised Code of Washington; and

WHEREAS, the budget was printed for distribution and notice published in the official paper of the City of Lakewood setting the time and place for hearing on the budget and said notice stating copies of the budget can be obtained on-line and at the Office of the City Clerk; and

WHEREAS, the City Council of the City of Lakewood having held a public hearing on November 2, 2016, and having considered the public testimony presented; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON DO ORDAIN as follows:

Section 1. 2021/2022 Biennial Budget. The budget for the 2021/2022 biennium is hereby adopted in the amounts and for the purposes as shown in Exhibit A (“2021/2022 Proposed Biennial Budget”).

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, or its application held inapplicable to any person, property or circumstance, such invalidity or unconstitutionality or inapplicability shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance or its application to any other person, property or circumstance.

Section 3. Copies of the Budget to Be Filed. A complete copy of the final budget as adopted herein shall be transmitted to the Office of the State Auditor, the Association of Washington Cities and to the Municipal Research and Services Center of Washington. Copies of the final budget as adopted herein shall be filed with the City Clerk and shall be made available for use by the public.

Section 4. Effective Date. This Ordinance shall be effective January 1, 2021.

ADOPTED by the City Council this 16th day of November, 2020.

CITY OF LAKEWOOD

Don Anderson, Mayor

Attest:

Briana Schumacher, MMC, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

Exhibit A

2021/2022 Proposed Biennial Budget

Fund	2021 Proposed				2022 Proposed			
	Beginning Fund Balance	Revenue	Expenditure	Ending Fund Balance	Beginning Fund Balance	Revenue	Expenditure	Ending Fund Balance
ral Government Funds:	\$ 9,145,661	\$ 48,449,854	\$ 48,838,381	\$ 8,757,134	\$ 8,757,134	\$ 50,452,982	\$ 49,594,172	\$ 9,615,944
General Fund	5,767,631	38,400,491	39,363,968	4,804,154	4,804,154	40,226,201	40,094,292	4,936,063
Street	-	2,343,813	2,343,813	-	-	2,398,483	2,398,483	-
Real Estate Excise Tax	540,095	1,800,000	2,078,195	261,900	261,900	1,800,000	1,866,900	195,000
Transportation Benefit District	640,000	835,000	-	1,475,000	1,475,000	835,000	640,000	1,670,000
Hotel/Motel Lodging Tax	1,247,353	800,000	672,250	1,375,103	1,375,103	1,000,000	800,000	1,575,103
Property Abatement/RHSP	-	470,000	470,000	-	-	409,500	409,500	-
Public Art	-	7,500	7,500	-	-	15,000	15,000	-
Narcotics Seizure	120,000	-	120,000	-	-	-	-	-
Felony Seizure	-	-	-	-	-	-	-	-
Federal Seizure	120,000	-	120,000	-	-	-	-	-
CDBG	-	595,000	595,000	-	-	595,000	595,000	-
Neighborhood Stabilization Prog	-	78,000	78,000	-	-	42,000	42,000	-
SSMCP	-	227,500	227,500	-	-	227,500	227,500	-
Public Safety Grants	-	132,328	132,328	-	-	132,328	132,328	-
GO Bond Debt Service	-	1,690,821	1,690,821	-	-	1,689,938	1,689,938	-
LID Debt Service	-	268,920	268,920	-	-	247,774	155,613	92,161
Sewer Project Debt	578,288	800,481	670,086	708,683	708,683	834,258	527,618	1,015,323
LID Guaranty	132,294	-	-	132,294	132,294	-	-	132,294
al Project Funds:	\$ 1,392,832	\$ 15,911,002	\$ 17,097,002	\$ 206,832	\$ 206,832	\$ 13,016,998	\$ 12,896,998	\$ 326,832
Parks	-	570,000	570,000	-	-	3,355,000	3,355,000	-
Transportation	927,246	14,986,002	15,732,002	181,246	181,246	9,411,998	9,411,998	181,246
Sewer Project	465,586	355,000	795,000	25,586	25,586	250,000	130,000	145,586
Sanitary Sewer Connection	-	-	-	-	-	-	-	-
prise Fund:	\$ 1,500,405	\$ 5,450,385	\$ 5,069,475	\$ 1,881,316	\$ 1,881,316	\$ 7,565,476	\$ 7,600,625	\$ 1,846,167
Surface Water Management	1,500,405	5,450,385	5,069,475	1,881,316	1,881,316	7,565,476	7,600,625	1,846,167
al Service Funds:	\$ 4,535,425	\$ 5,107,682	\$ 5,821,682	\$ 3,821,425	\$ 3,821,425	\$ 5,328,656	\$ 5,418,900	\$ 3,731,181
Fleet & Equipment	3,940,779	755,720	1,239,720	3,456,779	3,456,779	755,720	1,007,720	3,204,779
Property Management	389,124	695,603	925,603	159,124	159,124	798,917	703,917	254,124
Information Technology	205,522	2,059,879	2,059,879	205,522	205,522	2,177,539	2,110,783	272,278
Risk Management	-	1,596,480	1,596,480	-	-	1,596,480	1,596,480	-
Total - All Funds	\$ 16,574,323	\$ 74,918,923	\$ 76,826,540	\$ 14,666,707	\$ 14,666,707	\$ 76,364,112	\$ 75,510,695	\$ 15,520,124
				Total Budget				
				\$ 91,493,247				
								Total Budget
								\$ 91,030,819

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: November 16, 2020	TITLE: 2021 Fee Schedule	TYPE OF ACTION: ORDINANCE NO.
REVIEW: November 9, 2020	ATTACHMENTS: <ul style="list-style-type: none">• 2021 Fee Resolution• 2021 Fee Schedule – Final (Clean Version)• 2021 Fee Schedule – With Changes Tracked• Memo	RESOLUTION NO. 2020-14
		MOTION
		OTHER

SUBMITTED BY: Tho Kraus, Assistant City Manager/Administrative Services


RECOMMENDATION: It is recommended that the City Council adopt the proposed 2021 Fee Resolution.

DISCUSSION: On an annual basis, the proposed fee schedule for the upcoming year is presented to the City Council for approval and consideration. Details of the proposed changes are included in the attached memo.

- Discussion continued on following page -

ALTERNATIVE(S): The City Council may approve the proposed fees with modifications.

FISCAL IMPACT: N/A

Tho Kraus	
_____ Department Director	_____ City Manager Review

RESOLUTION NO. 2020-14

A RESOLUTION of the City Council of the City of Lakewood, Washington, setting the City of Lakewood 2021 Fee Schedule.

WHEREAS, in connection with the municipal functions and operations of the City of Lakewood, the City requires certain fees; and

WHEREAS, it is appropriate to review such fees and make adjustments to appropriately address costs; and

WHEREAS, in keeping with the philosophy of setting City fees in amounts reflective of actual costs, it is appropriate at this time to revise certain fees to compensate the City for costs and adopted cost recovery goals associated with various City functions and facilities;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON HEREBY RESOLVES as follows:

Section 1. That the Fee Schedule of the City of Lakewood is amended as set forth in Exhibit A.

Section 2. Severability. If any sections, sentence, clause or phrase of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, or its application held inapplicable to any person, property or circumstance, such invalidity or unconstitutionality or inapplicability shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Resolution or its application to any other person, property or circumstance.

Section 3. This Resolution shall be in full force and effect January 1, 2021.

PASSED by the City Council this 16th day of November, 2020.

CITY OF LAKEWOOD

Don Anderson, Mayor

Attest:

Briana Schumacher, City Clerk

Approved as to Form:

Heidi A. Wachter City Attorney

2021 FEE SCHEDULE
Resolution 2020-xxx Adopted by City Council on November 16, 2020

Fee Type		Fee Amount
All		
	Taxes and Pass-Through Costs	All appropriate taxes and pass-through costs are added to fees when they are incurred, even if not specified in the fee schedule.
A. Copies/Duplication		
	Legal/City Clerk	
	Certification of documents and Affixing City Seal	\$0.15 per page + \$3.00
	Preparation of verbatim City Council minutes	\$50.00/hour
	Reproduction of City Council audio tapes	\$5.00
	CD-ROMs	\$1.00
	Various Departments	
	Public Records:	
	Copies of Public Records	\$0.15 per page
	Scanned Public Records into Electronic Format	\$0.10 per page
	Electronic files or attachments uploaded to email, cloud-based storage service or other means of electronic delivery.	\$0.05 cents per 4 files or attachments
	Transmission of public records in an electronic format.	\$0.10 per gigabyte
	Digital Storage Media or Device; Container or Envelope used to mail copies to requestor and postage/delivery charge.	Actual Cost
	Note: - Charges can be combined if more than one type applies. - Pursuant to RCW 42.56.120(2)(b), the City of Lakewood is not calculating/assessing all actual costs for copying records because to do so would be unduly burdensome for the following reasons: (1) The City does not have the resources to conduct a study to determine all actual copying costs for every actual cost type; and (2) To conduct such a study would interfere with other essential city functions; and (3) even if the City were to conduct such a study, the systems in place facilitate tasks other than public records production.	
	Non Sufficient Funds (NSF) Fee	\$25.00
	Public Works	
	Engineering Standards Manual	Cost plus 15%
B. City Hall Rental Fees - Two-hour minimum reservation required for facility use		
	Cleaning Fee (non-refundable)	\$50.00 (Saturday & Sunday only)
	City staff attendant	Hourly rate of City staff attendant.
	Up to a 15% Administrative charge may be added to actual expenses. In addition, an hourly rate fee will be charged for repairs or additional cleaning that is required as a result of an event.	

2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
C. PLANNING AND DEVELOPMENT FEES		
Administrative Fee		
Technology Fee		2% of the total planning permit cost
Plat/Subdivision Fees		
Preliminary Plat		\$3,850.00 plus \$100.00 per lot; plus \$2,500 hearing examiner deposit ⁽¹⁾
Plat Amendment (before final plat approval)		
	Major	\$1,320.00 plus \$100 per lot; plus \$2,500.00 hearing examiner deposit ⁽¹⁾
	Minor	\$660.00 plus \$100 per lot; \$2,500.00 hearing examiner deposit ⁽¹⁾
Final Plat		\$2,750.00 plus \$50.00 per lot
Plat Alterations (after final plat approval)		\$2,500.00 plus \$1,000 hearing examiner deposit ⁽¹⁾
Binding Site Plans		\$2,200.00
Short Plat		\$3,500.00
Short Plat Amendments		\$1,000.00
Boundary Line Adjustments (BLA)/Lot Combination		\$600.00
Recording Fees		Fees Not Included
Discretionary Land Use Permits		
Conditional Use Permits		\$2,200.00 plus \$2,500.00 hearing examiner deposit ⁽¹⁾
Master Facilities Plan		\$2,200.00 plus \$2,500.00 hearing examiner deposit ⁽¹⁾
Major Variances		\$1,200.00 plus \$2,500.00 hearing examiner deposit ⁽¹⁾
Major Variances for single family dwelling (where project valuation does not exceed \$12,000)		\$660.00
Administrative Variances		\$400.00
Administrative Use Permits		\$1500.00
Temporary Use Permits		\$200.00
Major Modifications of Permit Approval		1/2 of original permit cost
Minor Modifications of Permit Approval		1/4 of original permit cost
Shoreline Substantial Development Permit		\$2,300.00 plus \$2,500.00 hearing examiner deposit ⁽¹⁾
Shoreline Conditional Use Permit/Shoreline Variance		\$2,300.00 plus \$2,500.00 hearing examiner deposit ⁽¹⁾
Written Shoreline Exempt Determination (The fee applies only to requests for a written determination by the Community and Economic Development Department that the project is exempt from the Shoreline Master Program.)		\$150.00
Appeals & Reconsiderations		
Reconsideration of a Decision of the Hearing Examiner		\$300.00 plus \$2,500.00 hearing examiner cost deposit ⁽¹⁾
Appeal of the Administrative Officer's Decision		\$450.00
Appeal of SEPA Determination		\$450.00
Amendments to Plans & Regulations		
Amendments to the Comprehensive Plan & other related policy documents		\$2,100.00
Amendments to Development Regulations		\$2,600.00
Amendments to the Shoreline Master Program		\$3,200.00
Site-Specific Rezone		\$3,100.00

2021 FEE SCHEDULE - continued

Fee Type		Fee Amount	
C. PLANNING AND DEVELOPMENT FEES (continued)			
Zoning Certification/Site Plan Review			
Single family dwelling construction in residential zones are subject to the following fee schedule:			
Construction Value:			
\$0 - \$74,999		\$50.00	
\$75,000 - \$124,999		\$100.00	
\$125,000 - \$224,999		\$150.00	
Over \$225,000		\$300.00	
Other Developments: All new buildings or exterior tenant improvements in commerical or industrial zones, and all other construction and development activity, other than single-family dwelling construction, are subject to the following fee:			
Construction Value		CED Zoning Certification Fee	Compliance check w/ permit conditions
\$0 - \$99,999		\$260.00	\$50.00
\$100,000 - \$249,999		\$530.00	\$200.00
\$250,000 - \$499,999		\$790.00	\$450.00
\$500,000 - \$999,999		\$1,000.00	\$700.00
\$1,000,000 - \$4,999,999		\$2,000.00	\$1,200.00
\$5,000,000 - \$10,000,000		\$2,500.00	\$1,700.00
Over \$10,000,000		\$3,000.00	\$2,200.00
Site Plan Review without a Building Permit. The zoning certification and site plan review fee for those development projects for which no building permit is required but which requires site plan review and a zoning certification, shall be based on the value of the proposed development to be undertaken. The value of the proposed construction/development shall be determined based on professional estimates by a licensed engineer, architect, landscape designer or contractor. These estimates may include but are not limited to, grade and fill of the site, paving, placement of utilities, lighting, landscaping, and other site improvements. The combined total of the cost estimates for all development on the site shall be the established value basis for the zoning certification and site plan review fee found in the table above.			
Zoning Certification with No Site Plan Review Required		A \$20.00 fee applies to zoning certifications where only a business license is required.	
		A \$50.00 fee applies to projects where the proposed land use must be reviewed with respect to development standards, but there is no requirement for submitting a site plan, e.g. an interior tenant improvement.	
Mixed Use Buildings		Site plan review and/or zoning certification application fees may be reduced by 50% if the application is for the construction of a mixed use building. Fee waivers do not apply to SEPA, short plat, subdivision or other permit requests associated with the development of a site, nor does fee reduction apply to mixed use development where the commercial and residential uses are not located within the same building.	

2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
C. PLANNING AND DEVELOPMENT FEES - continued		
Miscellaneous Planning Fees		
Accessory Living Quarters		\$100.00
Design Review		\$200.00
	Application fees may be reduced by 50% if the application is for a mixed use building. Fee reduction applies to site plan review/zoning certification and design review. Fee waivers do not apply to SEPA, short plat, subdivision or other permit requests associated with the development of a site, nor does fee reduction apply to mixed use development where the commercial and residential uses are not located within the same building.	
Time Extensions		\$240.00
Annexation Petition		
	Notice of Intent to Commence Annexation	\$320.00
	Petition to Annex	\$2,500.00
⁽¹⁾ Hearing Examiner Fees		
Where Examiner Review is required for any related use permit, appeal, etc., the applicant is responsible for and required to pay actual Hearing Examiner costs, which may be higher or lower than the deposit amount.		
Other Fees		
Staff Review Fees (includes re-inspection and investigative fees, and additional staff review when the processing of the application exceeds the application base fees as outlined in the fee schedule.)		\$92.00 per hour
Development Agreement		\$2500.00
Pre-Application Conference		\$150.00 - Of this amount, \$100.00 can be applied to related permits filed within sixty (60) days of the preapplication conference
Final Certification of Occupancy/Site Certification		\$100.00
Home Occupation		\$200.00
Limited Home Occupation		\$50.00
Downtown Subarea Park Fee-in-Lieu of Common Open Space Construction		Up to 50% of valuation of required common open space (100 sq. ft. required per dwelling unit); see LMC 18B.530
Written Zoning Determination by the Assistant City Manager for Development Services		\$250.00
WTF Administrative Use Permit		\$800.00
WTF Conditional Use Permit		\$2,000.00

2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
C. PLANNING AND DEVELOPMENT FEES - continued		
SEPA & Wetland Fees		
Written SEPA Exempt Determination (The fee applies only to requests for a written determination by the Community & Economic Development Department that the project is exempt from the requirements of SEPA.)		\$50.00
	Environmental Checklist for applicable Process I and II applications located outside of Downtown Subarea Plan Boundaries	\$550.00
	Environmental Checklist for applicable Process III, IV, and V applications (e.g. conditional use permits, variances, shoreline substantial development permits, plats, master plans, and land use map/text changes located outside of the Downtown Subarea Plan Boundaries	\$1,840.00
	Environmental Checklist for applicable Process V applications (e.g. generalized or comprehensive ordinance text amendments, area-wide amendments, annexations, and adoption of new planning-related ordinance)	Staff review hourly rate; \$2,500.00 deposit is required
	Environmental Checklist for projects inside of Downtown Subarea Plan Boundaries	\$50.00
	Environmental Impact Statement (EIS)	\$3,200.00 plus preparation at contract rate to be determined
	Reasonable Use Exception other than residential (RUE)	\$1,840.00 plus \$2,500.00 hearing examiner deposit ⁽¹⁾
	Residential RUE	\$500.00
	Additional SEPA Review (See WAC 197-11-335)	No charge, except any third-party consultant costs to the City.
	Downtown Subarea Planned Action Transportation Fee	\$2,174.00 per PM peak hour trip generated by use(s).
Multi-Family Tax Exemption (MFTE) Applications (LMC 3.64.030)		
Conditional Certificate Application		\$800.00
Extension of Conditional Certificate of Application		\$500.00
Final Certificate of Application		\$500.00
8-Year Tax Exemption Annual Monitoring Fee (due payable upon final certificate)		\$800.00
12-Year Tax Exemption Annual Monitoring Fee (due payable upon final certificate)		\$1,200.00
Tree Removal/Replacement Permit Fees		
Significant Tree Removal Permit		No Fees
Off-Site Tree Replacement Permit (when trees are not being replaced onsite)		\$400.00 for each replacement tree

2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
D. GENERAL REQUIREMENTS FOR ALL CONSTRUCTION-RELATED PERMITS		
	Building Permit fees shall be based upon valuation. The valuation shall be determined by the Building Official. For most projects the square footage costs in the most current Building Valuation Data Table published by the International Code Council (ICC) may be employed. For projects not covered by the table construction estimation tools such as Construction Cost Data by R.S. Means or the BNI <i>Construction Costbook</i> may be referenced as a guide.	
	Administrative Fee - Includes a technology fee equal to 2% of the total building permit cost.	
	Permit fees shall be calculated from valuation in the following manner:	
	Valuation	Corresponding Permit Fee
	\$0 - \$500	\$30.00
	\$501 - \$2,000	\$30.00 for the first \$500.00 plus \$4.00 for each additional \$100 or fraction thereof, to and including \$2,000.
	\$2,001 - \$25,000	\$90.00 for the first \$2,000.00 plus \$17.50 for each additional \$1,000 or fraction thereof, to and including \$25,000.
	\$25,001 - \$50,000	\$492.50 for the first \$25,000.00 plus \$12.50 for each additional \$1,000 or fraction thereof, to and including \$50,000.
	\$50,001 - \$100,000	\$805.00 for the first \$50,000.00 plus \$9.00 for each additional \$1,000 or fraction thereof, to and including \$100,000.
	\$100,001 - \$500,000	\$1,255.00 for the first \$100,000.00 plus \$7.25 for each additional \$1,000 or fraction thereof, to and including \$500,000.
	\$500,001 - \$1,000,000	\$4,155.00 for the first \$500,000.00 plus \$6.00 for each additional \$1,000 or fraction thereof, to and including \$1,000,000.
	\$1,000,001 - \$5,000,000	\$7,155.00 for the first \$1,000,000.00 plus \$4.00 for each additional \$1,000.00 or fraction thereof, to an including \$5,000,000.
	\$5,000,001 and up	\$23,155.00 for the first \$5,000,000.00 plus \$3.00 for each additional \$1,000.00 or fraction thereof.

2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
D. GENERAL REQUIREMENTS FOR ALL CONSTRUCTION-RELATED PERMITS - continued		
Plan Review Fees		
Plan review fees shall be 65 percent (65%) of the Building Permit Fee with a minimum fee of one hour (\$92.00)		
Plan review for residential site specific base plans shall be \$500.		
Other Fees		
	Demolition Fees	
	Single Family (including duplex)	\$200.00
	Residential Accessory Building	\$100.00
	Commercial/Multi-Family (including mobile home parks)	
	Less than 10,000 square feet	\$200.00
	10,000 to 100,000 square feet	\$400.00
	100,000 square feet or more	\$600.00
	Mobile Home Setup Permit	\$184.00
State Building Code Council (SBCC) Surcharge - Residential		\$6.50 for each building permit issued, plus an additional surcharge of \$2.00 for each residential unit after the first unit, in accordance with RCW 19.27.085
State Building Code Council (SBCC) Surcharge - Commercial		\$25.00 for each building permit issued, plus an additional surcharge of \$2.00 for each residential unit after the first unit, in accordance with RCW 19.27.085
General Comments		
1)	Any person who commences any work on a building, structure, gas, mechanical, or plumbing system before obtaining the necessary permits may be subject to an investigative fee.	
2)	Additional inspection outside of normal business hours or investigative fee rates are calculated at \$92.00 per hour (2 hour minimum).	
3)	A reinspection fee shall be calculated at \$92.00 per occurrence.	
4)	Additional plan review resulting from revisions, resubmittals and other documents shall be calculated at \$92.00 per hour of staff time expended.	
5)	Additional hourly rates for which no specific fee is identified shall be calculated at \$92.00 per hour.	
6)	Expedited plan review by the use of outside consultants for plan checking and/or inspections will be the actual cost calculated by outside consultant. The consultant fees shall be paid directly to the outside consultant. Thereafter, the Building Official will adjust the City's building permit review fees.	
7)	The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees as assessed.	
8)	Any time the use of a building or tenant space is changed, a change of use permit is required. The fee for a change of use permit is \$250.00. If alterations to the space are to be performed, additional permits and fees may be required such as building permit, plumbing permit, mechanical permit, etc. Please note that an electrical permit may be required for changes to the electrical service or wiring.	
9)	Foundation only permit for phased commercial and multifamily projects, 10 percent of the ICC Building Valuation.	
10)	Shell only permits for phased commercial and multifamily building, 80 percent of the ICC Building Valuation per square foot.	
11)	Review of minor additions or revisions to plans before permit issuance, \$92 per hour, minimum, one hour. Major revisions to plans will require a new plan review fee. Revisions submitted in response to plan review comments do not require additional plan review fee. Shell only permits for phased commercial and multifamily buildings, 80 percent of the ICC	
12)	Review of minor additions or revisions to plans after permit issuance, \$92 per hour, minimum, one hour.	
13)	Review of deferred submittals, \$92 per hour, minimum one hour.	
14)	Tenant improvements for shell building, 50 percent of the ICC Building valuation per square foot. Said tenant improvement is limited to nonstructural tenant alterations not included in the building permit for the new shell building. This work is limited to improvements of previously unoccupied space.	
15)	Work without permits; double fees for building permits and plan review fees.	
16)	Building permit extension (after two extensions have been previously authorized by the Building Official. The fee is 0.5 hours at the CED hourly rate (see Staff Review Fees under Other Fees section).	

2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
D. GENERAL REQUIREMENTS FOR ALL CONSTRUCTION-RELATED PERMITS - continued		
Mechanical Permit Fees		
New Single Family Residences and Duplex (per unit) Flat Fee		\$175.00
Residential (Prescriptive Design)		\$175.00
Commercial and Non-Prescriptive Residential		Per Valuation w/ Minimum \$175.00
New Commerical Building and Major Tenant Improvements permit fees will be based upon the following valuation table using the project valuation. Valuation based upon the prevailing market value including materials, labor and equipment.		
Project Valuation		Fee
Up to \$5,000		\$85.00
\$5,000 - \$100,000		\$85.00 for the first \$5,000 plus \$17.00 for each additional \$1,000 or fraction thereof, to and including \$100,000
> \$100,000		\$1,700.00 for the first \$100,000 plus \$12.00 for each additional \$1,000 or fraction thereof.
Mechanical Review Fees		
When plan reviews and/or specifications are required, the plan review fee shall be calculated at 25% of the Permit Fee.		
Small Tenant Improvements (mechanical < \$5,000) and equipment replacement or adding of new equipment shall use the equipment unit table below:		
Equipment Unit Schedule Description	Fee	
Permit Issuance	\$34.00	
Issuing supplemental permits	\$12.00	
Furnaces up to and including 100,000 BTU	\$22.00	
Furnaces over 100,000 BTU	\$29.00	
Appliance vents	\$12.00	
Repair or additions to A/C systems	\$22.00	
Boilers, compressors and absorption systems up to and including 3 horsepower	\$29.00	
Boilers, compressors and absorption systems over 3 horsepower and including 15 horsepower	\$53.00	
Boilers, compressors and absorption systems over 15 horsepower and including 30 horsepower	\$76.00	
Boilers, compressors and absorption systems over 30 horsepower and including 50 horsepower	\$100.00	
Boilers, compressors and absorption systems over 50 horsepower	\$123.00	
Air handlers up to and including 25 tons	\$18.00	
Air handlers over 25 tons	\$29.00	
Evaporative coolers	\$41.00	
Ventilation and exhaust (fans and hoods)	\$18.00	
Incinerators, domestic type	\$29.00	
Incinerators, international type	\$41.00	
Each gas piping from 1 to 5 outlets	\$12.00	
- Additional outlets per outlet	\$3.00	
Miscellaneous	\$18.00	

2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
D. GENERAL REQUIREMENTS FOR ALL CONSTRUCTION-RELATED PERMITS - continued		
PLUMBING PERMIT FEES		
New Single Family Residences and Duplex (per unit) flat fee		\$225.00
New Commercial Buildings and Major Tenant Improvements permit fees will be based upon the following valuation table using the project valuation. Valuation based upon the prevailing market value including materials, labor and equipment.		
Project Valuation		Fee
Up to \$5,000		\$85.00
\$5,000 - \$100,000		\$85.00 for the first \$5,000 plus \$17.00 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,000 and up		\$1,700.00 for the first \$100,000 plus \$12.00 for each additional \$1,000 or fraction thereof.
PLUMBING REVIEW FEES		
When plans and/or inspections are required, the plan review fee shall be calculated at 25% of the Permit Fee.		
Small Tenant Improvements (mechanical < \$5,000) and equipment replacement or adding of new equipment shall use the equipment unit table below.		
Equipment Unit Schedule		Fixture Fee
Permit Issuance		\$34.00
Issuing supplemental permits		\$12.00
Furnaces up to and including 100,000 BTU		\$22.00
Each plumbing fixture with one trap		\$12.00
Each building sewer		\$22.00
Each drain for indoors rainwater system		\$12.00
Each cesspool		\$35.00
Each private sewage disposal system		\$59.00
Each water heater and vent		\$12.00
Each gas piping from 1 to 5 outlets		\$12.00
- Additional outlets per outlet		\$3.00
Each waste incinerator		\$12.00
Water piping or water treating system		\$12.00
Repair or alteration of drainage or vent		\$12.00
Backflow device for lawn sprinklers		\$12.00
Vacuum breakers from 1 to 5		\$12.00
- Additional units over 5 per each		\$3.00
Backflow device for other systems over 2 inches in diameters		\$24.00
Cross connection of reclaimed water system		\$47.00
Each graywater system		\$59.00
Medical gas system from 1 to 5 outlets		\$71.00
- Additional outlets over 5 per each		\$12.00

2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
E. GEOGRAPHICAL INFORMATION SYSTEMS AND OTHER FEES		
Geographical Information Systems (GIS)		
LABOR COSTS: Labor costs for preparation of requested GIS information shall be billed on a quarter of an hour (15-minute) basis, at the rate of \$12.50 per fifteen (15) minute period of labor, in addition to any applicable mapping and/or electronic media costs, set forth below:		
Standard Mapping Products		
Photo Quality Paper (11 X 17)		\$15.00 each
Wall Map (22 X 34)		\$20.00 each
Wall Map (33 X 44)		\$25.00 each
ELECTRONIC MEDIA: CD-ROM		\$15.00
Administrative Services		
Extra Duty Contracts - Administrative Fee		\$2.00 per hour
Extra Duty Contracts - Processing Fee		\$10.00 per invoice
Lien Filing Fee		\$50.00 plus all recording fees
F. PUBLIC WORKS PERMIT FEES		
Administrative Fee		
Technology Fee		2% of the total public works permit cost
Permits		
Site Development Permit (covers site work, including erosion control, clearing, grading and drainage)		
	Project Value	Permit Fee
	\$0 - 15,000	\$920.00
	\$15,001 - \$50,000	\$1,840.00
	\$50,001 - \$150,000	\$4,600.00
	\$150,001 - \$1,000,000	\$8,280.00
	Over \$1,000,001	\$16,560.00
<i>Project Value is defined as the value of all improvements outside the building footprint.</i>		
Right-of-Way Permit (authorization to use right-of-way for minor construction, parking or other non-intrusive use)		\$184.00 plus any staff time in excess of 2 hours at \$92.00 per hour
Annual Right-of-Way Permit (authorization for utility companies to use right-of-way for non-intrusive maintenance activities)		\$500.00
Pavement Degradation Fee : (recovers loss in pavement serviceability due to pavement cuts):		
	Road Material, Type, PCI Score	PDF Fee
	Flexible, High Volume, In moratorium	\$85.00 per square yard
	Flexible, High Volume, PCI 100-85	\$42.00 per square yard
	Flexible, High Volume, PCI 84-70	\$34.00 per square yard
	Flexible, High Volume, PCI 69-50	\$25.00 per square yard
	Rigid, High Volume, In moratorium	\$164.00 per square yard
	Rigid, High Volume, PCI 100-85	\$82.00 per square yard
	Rigid, High Volume, PCI 84-70	\$66.00 per square yard
	Rigid, High Volume, PCI 69-50	\$49.00 per square yard
	Flexible, Med-Low Volume, In moratorium	\$54.00 per square yard
	Flexible, Med-Low Volume, PCI 100-85	\$27.00 per square yard
	Flexible, Med-Low Volume, PCI 84-70	\$22.00 per square yard
	Flexible, Med-Low Volume, PCI 69-50	\$16.00 per square yard
	Rigid, Med-Low, In moratorium	\$142.00 per square yard
	Rigid, Med-Low, PCI 100-85	\$71.00 per square yard
	Rigid, Med-Low, PCI 84-70	\$57.00 per square yard
	Rigid, Med-Low, PCI 69-50	\$43.00 per square yard

2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
F.	PUBLIC WORKS PERMIT FEES - continued	
	Right-of-Way Vacation Permit (<i>"Sale" or vacation of city right-of-way to abutting property owners</i>)	\$1,840.00
	Street Opening Permit (<i>Used to install new or repair/upgrade existing private and public facilities located in a street right-of-way; includes pavement cuts, excavation, traffic control, etc.</i>)	\$920.00 plus any staff time in excess of 10 hours at \$92.00 per hour
	Oversize Load Permit (<i>all vehicles in excess of legal weight or size limitations according to RCW 46.44 shall obtain an oversize load permit prior to operating on Lakewood streets</i>)	Individual \$184.00 Annual \$552.00 Additional costs shall apply if police escorts or signal technician work is required.
	Reinspection Fee (<i>to cover cost of each reinspection, required in conjunction with a Right-of-Way Permit, necessary to assure compliance with the requirements of the permit</i>)	\$92.00
	General Inspection Fee (<i>for inspection not otherwise listed</i>)	\$92.00 per hour
	Miscellaneous Permits (<i>any Public Works permit not covered by the fee schedule, if performed by an employee</i>)	Rate will be based on actual hourly costs, plus benefits (30%), operating costs (16%) and central services costs (16%)
	Professional Services Contracts (<i>any private or public professional service contract needed</i>)	Rate will be billed 100%, plus 10% administrative charges

2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
G. PARKS AND RECREATION PROGRAMS (Facility/Use)		
Parks, Recreation & Community Services		
Special Use Permit*		
Events		\$200.00 - \$500.00
Colonial Plaza and Major events		\$1,000.00
Event Deposit		\$250.00 - \$500.00 per event
Additional event fees and services (plus 15% of gross private event revenue)		Market rate + 15%
<i>* permit fee + extra costs associated with event (garbage, staff support, notification, sanitation, security, etc)</i>		
Alcohol Permit Fee ** (must be purchased in addition to a special use permit)		
Small events		\$200.00
Large events		\$500.00
Major events		\$1,000.00
** Special conditions apply		
Facility Use Cancellation Fees		
- Recreation Administrative Fee		\$10.00 (non-refundable)
- Special Use Permit - less than 30 days prior to		(0%) 100% retained by City
- Special Use - 31-60 days prior to use		(50% refunded) 50% retained by City
- Special Use - more than 61 days prior to use		(75% refunded) 25% retained by City
Lakewood Senior Activity Center (two hour minimum)		
Rainier Room - Full activity room		\$65.00 per hour
Classroom		\$30.00 per hour
Artroom		\$30.00 per hour
Kitchen (only if available if renting full activity room)		\$15.00 per hour
Facility Deposit		\$150.00
Cleaning Fee		\$150.00
Additional Staffing Fee		\$25.00 per hour
Cancellation Fees		
- Facility Deposit/Fees (less than 30 days)		(0%) 100% retained by City
- Facility Deposit/Fees (31-60 days prior)		(50% refunded) 50% retained by City
- Facility Deposit/Fees (more than 61 days prior)		(75% refunded) 25% retained by City
Boat Launch		
Per launch (Credit/Debit Cards Only)		\$15.00
Resident Season Pass		\$125.00 plus tax
Non-Resident Season Pass		\$150.00 plus tax
Overnight Pass		\$50.00
Commercial Pass		\$250.00
Outdoor Market Vendors		Daily Rate
Regular Stall 10x10		\$25.00
Regular Stall 10x 20 or Food Trucks		\$50.00
Please note that this fee structure does not apply to the City's annual SummerFEST event. Fees for SummerFEST vendors, sporting event coordinators, specialty activities, food trucks and other event elements may vary based on activity, logistics, location, anticipated guests, number of days or hours of operation, sponsorship, in-kind services and other conditions.		
Neighborhood Parks		
Field Preparation Fees		\$25.00
Fields use		\$20.00 per hr (no prep); \$50.00 per game fee (2.5 hrs. and one prep per day)

2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
G. PARKS AND RECREATION PROGRAMS (Facility/Use) - continued		
Fort Steilacoom Park		
Large Picnic Shelter - Full day only May-Sep		
- Half Day - 10:00 a.m. - 2:00 p.m. OR 3:00 p.m. - 7:00 p.m.		\$100.00
- Full Day (10:00 a.m. - 7:00 p.m.) - May require a special use permit.		\$200.00
Small Picnic Shelters - Full day only May - Sep		
- Half Day - 10:00 a.m. - 2:00 p.m. OR 3:00 p.m. - 7:00 p.m.		\$50.00
- Full Day (10:00 a.m. - 7:00 p.m.)		\$75.00
Pavilion		
- Half Day - 10:00 a.m. - 2:00 p.m. OR 3:00 p.m. - 7:00 p.m.		\$500.00
- Full Day (10:00 a.m. - 7:00 p.m.)		\$1,000.00
Hourly Rate (2 hour minimum)		\$150.00
Deposit		\$250.00 - \$500.00
Cleaning Fee		\$50.00 - \$70.00
Sport Field Use Fees		
		With one field preparation, per field, per day
- 1 Field		\$200.00
- 2 Fields		\$275.00
- 3 Fields		\$350.00
- 4 Fields		\$425.00
- 5 Fields		\$500.00
		Without field preparation, per day
- 1 Field		\$150.00
- 2 Fields		\$200.00
- 3 Fields		\$250.00
- 4 Fields		\$300.00
- 5 Fields		\$350.00
Baseball Field #5 at Fort Steilacoom Park		\$25.00 per game or \$50.00 per day
Single Sports Field (no preparation)		\$40.00 per 60 minutes
Tournament Deposit and Cancellation Fee (A full refund or credit less		
- Nonrefundable tournament reservation fee (does not go towards tournament fees)		\$100.00
- Tournament Deposit Fee (will go towards tournament fees)		\$100.00 per field
- Tournament cancelled less than 30 days prior		50% of deposit refunded
- Tournament cancelled 31-60 days prior		75% of deposit refunded
Youth soccer teams not associated with city leagues but use city fields for league play, per team. Field availability may vary and field prep fees apply.		
- Age 10 years and under		\$100.00 per team
- Age 11 - 18 years		\$125.00 per team
- Adult, age over 18 years		regular field use rates apply
Youth baseball teams not associated with city leagues but use city fields for league play, per team. Field availability may vary and field prep fees apply.		\$50.00 per game fee (2.5 hours and one prep per day)
Field preparation (all sports)		\$50.00 per prep \$75 per mid day mound change

2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
G.	PARKS AND RECREATION PROGRAMS (Facility/Use) - continued	
	Other Fees	
	Open Space:	
	Half Day (10:00 a.m. - 2:00 p.m.) or (3:00 p.m. - 7:00 p.m.)	\$100.00
	Full Day (10:00 a.m. - 7:00 p.m.) - May require a special use permit.	\$200.00
	Jumpy House Permits - Must be inspected and requires insurance.	\$20.00 each
	Non-Refundable Vendor Application Fee	\$25.00
	Advertising banner	\$100.00 per day
	Concessions	\$25.00 - \$50.00 per day
	Additional Staff Fee	\$25.00 per hour
	Parking, camping and other revenue collected by renter for event	15% of gross revenue
	Neighborhood Shelters - Full day only May-Sep	
	- Half day (resident/nonresident): 10:00 a.m. - 2:00 p.m. OR 3:00 p.m. - 7:00	\$40.00 / \$50.00
	- Full Day (resident/nonresident): 10:00 a.m. - 7:00 p.m.	\$60.00 / \$75.00
	McGavick Center Facility Use/Rental	
	Non-profit organizations may rent the entire facility for a flat fee of \$1,500.00. The City's available days for rental/use are limited in number each year.	

2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
H. FIRE CODE OFFICIAL & INTERNATIONAL FIRE CODE (IFC) FEES		
Community & Economic Development		
Site Development Plan Review (plats, short plats, commercial projects, residential infill's etc.)		
	Basic review fee	\$250.00
	- Additional review (over two hours)	\$125.00 per hour
	Vehicle Gates (includes plan review, inspection and testing)	\$125.00 per hour
	Construction Plan Review - A plan review fee will be charged for fire department review of requirements for construction and inspection of the IFC requirements for buildings classified as Group A, B, E, F, H, I, M, R, S and U. The plan review fee shall be:	15% of the plan review fee established for Building Permit Plan Review with a minimum fee of \$125.00
Fireworks Fees		
1)	Fees for temporary fireworks stand permit	\$100.00
2)	Fees for a public display permit	\$245.00
3)	A liability insurance policy(ies) is/are required in accordance with the Fireworks Ordinance for both fireworks stands and public displays as follows:	
	- \$500,000 for injuries to any one person in one accident or occurrence;	
	- \$1,000,000 for injuries to two or more persons in any one accident or occurrence;	
	- \$500,000 for damage to property in any one accident or occurrence; and/or	
	- \$1,000,000 combines single limit for any one accident or occurrence	
4)	A bond for clean-up is required in accordance with the Fireworks Ordinance for all fireworks stands (in a bond or cashiers check)	\$500.00
Fire Alarm Systems		
	Tenant Improvements (1st four zones)	\$215.00 plus \$6.00 (per
	- Additional zones	\$54.00 (each)
	Residential (one and two-family dwellings)	\$215.00 plus \$6.00 (per
	Commercial and Multi-Family (1st four zones)	\$325 plus \$6.00 (per device)
	- Additional zones	\$54.00 (each)
	- Sprinkler supervision only	\$270.00
	Fire Alarm Permit Fee for upgrading of an existing system	50 percent (50%) of the fee
	Fire Alarm Plan Review Fee	25 percent (25%) of the
	Underground Sprinkler Supply (includes plan review,	\$325.00
New Suppression Systems (Halon, CO2, Dry Chemical, FM200, Integren, etc.):		
	- 1 to 5 nozzles	\$200.00
	- Over 5 nozzles	\$200.00 plus \$20.00 per nozzle over 5
	- Bottle(s)	\$30.00 per bottle

2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
H. FIRE CODE OFFICIAL & INTERNATIONAL FIRE CODE (IFC) FEES - continued		
Above Ground Fire Sprinkler Systems		
The fee for fire sprinkler systems shall be based on the Building Permit Fee Table. The valuation shall be based on the per square foot figure of sprinkler systems as established by policy in accordance with nationally-recognized standards.		
Plan Review Fee <i>(for the fire sprinkler systems are in addition to the permit fee)</i>		25 percent (25%) of the permit fee, with a minimum of \$125.00.
Tenant Improvements <i>(relocation and addition to existing system)</i>		valuation 20 percent (20%)
System		\$270.00
Standpipes (includes review, inspection and testing fees)		
Temporary Standpipe		\$162.00
Class I		\$184.00
Class II		\$297.00
Class III		\$318.00
Other Fees		
- Additional inspection fees may be imposed		\$50.00 for each additional inspection
- After hours inspections		\$75.00 hour (1-hour minimum)
Fire Pump Installations (includes review, inspection and testing fees)		\$540.00
Commercial Power Generator Installations (includes review, inspection and testing fees)		\$350.00
Battery Systems - Capacity over 50 Gallons		\$125.00
Compressed Gas Systems - Install, Modify, Repair or Abandon		\$200.00
Crogenic Fluids - Install or Modify		\$200.00
Emergency Responder Radio Coverage System - Install or Modify		\$200.00
Flammable and Combustible Liquids		
	Installation of Modification of Commercial Tank, Piping or Distribution System	\$250.00
	Installation of Modification to Pipeline System	\$125.00
	Removal of Abandoned Tank in Place of Residential Tank	No Fee
	Removal or Abandoned in Place of Residential Tank	\$55.00
Hazardous Materials - Installation, Repair, Abandon or Remove a Facility		\$125.00
Industrial Ovens - Installation		\$125.00
LP Gas - Installation of Storage and/or Distribution System		\$200.00
Solar/Polovoltaic Power Systems (Commercial) - Installation and Modification		\$125.00
Spraying or Dipping Operations - Installation or Modification of Spray Booths, Room or Dip Tank		\$200.00
False Fire Alarms		
In the event of more than two false alarms in any 12 month period, the Fire chief may charge a fee for fire department response as specified below:		
- First and Second False Alarms		No Fee
- Third False Alarm		\$100.00
- Fourth and Additional False Alarms		\$250.00
EXCEPTION: False alarms resulting from the failure of a fire alarm service technician notifying the central, proprietary or remote monitoring station shall be billed at the rate of \$250.00 for each occurrence.		\$270.00 for each occurrence

2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
H. FIRE CODE OFFICIAL & INTERNATIONAL FIRE CODE (IFC) FEES - continued		
Fire Code Permit Fees		
The following are annual fees, except where noted, in accordance with Section 105 of the International Fire Code.		
Permit charges may be waived by the Fire Chief or Fire Marshal for the following: Activities of Washington State non- profit corporations and/or civic or fraternal organizations which possess an IRS tax exempt status. Proof of IRS tax exempt shall be presented at the time of permit application. Non-profit organizations may be charged 1/2 of the listed occupancy permit fees. However, any group shall be assessed a full permit fee if the approved conditions of the permit are modified or not adhered to by the applicant.		
Permit Type	Fee	
Aerosol products	\$110.00	
Aircraft Refueling Vehicle	\$110.00	
Amusement Buildings	\$110.00	
- Haunted House - Commercial (Limited)	\$110.00	
- Bizaars, Boutiques, Booths or Displays	\$110.00	
- Flee Markets	\$110.00	
Aviation Facilities	\$110.00	
Carnivals and Fairs		
- Commercial	\$110.00	
- Fairs, Bazaars, Famers Market, Etc.	\$110.00	
- Special Events - Outdoors	\$110.00	
Cellulose Nitrate Film	\$110.00	
Combustible Dust Producing Operations	\$110.00	
Combustible Fiber Storage	\$110.00	
Compressed Gases	\$110.00	
Covered and Open Mall Buildings	\$110.00	
- Kiosks, Concessions, Booths, Etc.	\$110.00	
- Used for Assembly (Limited)	\$110.00	
- Use of Open Flame (Limited)	\$110.00	
- Display of Flammable Liquid or Gas Filled	\$110.00	
Cryogenic Fluid	\$110.00	
Cutting and Welding	\$110.00	
Dry Cleaning	\$110.00	
Dust Producing Operations	\$110.00	
Explosives - Manufacture, Store, Handling, Sale or Use	\$110.00	
Fireworks Stand, Limited	\$110.00	
Flammable/Combustible Liquids	\$110.00	
Fruit and Crop Ripening	\$110.00	
Fumigation and/or Insecticidal Fogging	\$110.00	
Hazardous Material - Store, Transport, Dispense, Use of Handle	\$110.00	
HPM Facilities	\$110.00	
High Pile Storage	\$110.00	
Hot Work Operations	\$110.00	
Industrial Ovens	\$110.00	
Liquid or Gas-Filled Vehicles/Equipment in Assembly Bldgs.	\$110.00	
Lumber Yards and Woodworking Plants	\$110.00	
Magnesium	\$110.00	

2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
H.	FIRE CODE OFFICIAL & INTERNATIONAL FIRE CODE (IFC) FEES - continued	
	Fire Code Permit Fees - continued	
	Permit Type (continued)	Fee
	Mall (Covered)	\$110.00
	- Kiosks, Concessions, Booths, etc.	\$110.00
	- Used for Assembly (Limited)	\$110.00
	- Use Open Flame, etc. (Limited)	\$110.00
	- Display Flammable Liquid or Gas Filled	\$110.00
	Motor Vehicle Fuel Dispensing Station	\$110.00
	Organic Coatings	\$110.00
	Ovens- Industrial	\$110.00
	Parade Floats (limited)	\$110.00
	Place of Assembly	\$110.00
	Haunted House - Commercial (limited)	\$110.00
	Bazaars, Boutiques, Booths or Displays	\$110.00
	Flea Markets	\$250.00
	Other Special Events (Limited)	\$110.00
	Pyrotechnical Special Effects Material	\$110.00
	Radioactive Material	\$110.00
	Refrigeration Equipment (Commercial)	\$110.00
	Repair Garages	\$110.00
	Spraying and Dipping	\$110.00
	Tents and Canopies	\$110.00
	Tire and Storage	\$110.00
	Welding and Cutting	\$110.00
	Tax Incentive Urban Use Center Fees	
	- Application Fee	\$150.00 plus \$25.00 per multi-family unit, up to a maximum fee not to exceed \$300.00
	- Pierce County Assessor Processing Fee (specific to the Tax Incentive Urban Use Center Application Fee)	\$100.00
	- Extension to Conditional Certificate	\$50.00

2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
I. BUSINESS LICENSE FEE SCHEDULE		
Community & Economic Development		
General Business License (GBL)		\$60.00
Renewal of GBL		\$60.00
Temporary Business License		\$60.00
Temporary Business License Renewal		\$60.00
Pawnbroker Pawnshops		\$750.00
Second-hand and/or salvage dealers		\$150.00
Junk and/or salvage dealers		\$300.00
Transient Trader in second-hand property		\$53.00
Private Sales		No Fee
Flea Markets		\$750.00
Adult Cabaret Manager and Entertainer		\$150.00
Adult Entertainment Establishment		\$1,125.00
Panoram Premises License		\$1,125.00
Panoram Device License		\$75.00 per device
Panoram Owner License		\$1,125.00
Panoram Manager License		\$113.00
Carnivals and Circuses		\$150.00 per day
- Five or less machines or devices		\$75.00 per week*
- Five or more		\$15.00 per week per device*
* Alternative to device fees		\$150.00 annual fee
Wrecker License		\$150.00
Public Dances, Cabarets, Dance Halls and Teenager Dances		
- Cabaret		\$750.00
- Public Dance Hall		\$150.00
- Public Dances (per night)		\$53.00
- Public Dances (annually)		\$150.00 (maximum of four
- Teenager Dances		Same as Public Dances
Massage Businesses		
- Massage Business License		\$75.00
- Massage Manager		\$75.00
Bathhouses		
- Public Bathhouse		\$750.00
- Bathhouse Attendant		\$113.00
- Bathhouse Manager		\$113.00
Outdoor Public Music Festivals		\$1,125.00 per day of festival
Bondsmen		\$750.00
Theaters		\$150.00 per screen per year
<i>Transfer of license fee (commercial kennel or cattery, hobby kennel, foster kennel, private kennel, grooming parlor, or pet shop)</i>		No fee
Commercial Kennel/Cattery (6-50 dogs/cats)		\$100.00 plus \$2.00 per dog/cat
Commercial Kennel/Cattery (over 50 dogs/cats)		\$100.00 plus \$200.00
Solicitors and Peddlers		\$75.00 per solicitor or peddler

2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
J. RENTAL HOUSING SAFETY PROGRAM		
Community & Economic Development		
Detached Single Family Rental Flat Fee Per Unit		\$12.00
Multi-Family Rental Flat Fee Per Unit		\$12.00
Late Fee for Rental Housing Registration (up to one month past due):		
Any applicant or licensee who fails to make application for a Rental Housing license or renewal, within 30 days after expiration of their rental license or of the commencement of business in the case of a new rental business, shall be subject to a late application fee, computed at 100 percent of the cost of the applicable license fee.		
Certificate of Compliance		No Charge
Certificate of Compliance Transfer to New Owner		No Charge
Initial Safety Inspection		No Charge
Reinspection		\$125.00
Rental Housing Inspector's Initial Registration		\$0.00
Rental Housing Inspector's Annual Renewal		\$10.00
K. SMALL WIRELESS FACILITIES		
Community & Economic Development		
Small Wireless Franchise Fee Deposit. Requires a deposit of \$5,000.00 with Small Wireless franchise application. The deposit is intended to cover all administrative expenses incurred by the City (including staff/consultant related time) associated with the review of each franchise application and associated franchise negotiations. Additional fees may apply if additional staff/consultant related time is necessary. Any application fee deposit monies not used for administrative expenses associated with the review of each franchise application and franchise negotiation will be returned to the applicant following the approval or denial of the franchise by the City Council. This administrative fee excludes normal permit fees required for work within the City Rights-of-way. City personnel will be tracking all hours expended for each Small Wireless application review and franchise negotiation. This deposit may also be applied to administrative costs associated with negotiate a Master License Agreement for Small Wireless Facilities on City Facilities.		\$5,000.00
Small Wireless Facility Permit Fee (per facility)		\$100.00
Small Wireless Facility Annual ROW Access Fee (in lieu of ROW permits)		\$270.00
Small Wireless Facility Pole Attachment Fee ("Rent" per facility on City facilities) - This fee is prorated based on the number of days covered from Rent Commencement Date to December 31.		\$276.75
Small Wireless Facility Pole Replacement Fee (per replaced pole)		\$1,000.00

2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
L. ANIMAL CONTROL LICENSING FEES		
Police		
The annual license fees for the ownership, keeping, or having control of dogs and/or cats in the City shall be as follows:		
- Dogs (altered)		\$20.00
- Dogs (unaltered)		\$55.00
- Cats (altered)		\$12.00
- Cats (unaltered)		\$55.00
Reduced rates for physically disabled and senior citizens, 65 years of age or older:		
- Dogs (altered)		\$10.00
- Dogs (unaltered)		\$30.00
- Cats (altered)		\$4.00
- Cats (unaltered)		\$30.00
Animals exempted from payment of fee - Guide Dog or Service Animal (with proof)		No Fee
In order to receive the fee advantage for altered dogs and cats, an individual must provide either proof of alteration from a licensed veterinarian or a written statement from a licensed veterinarian that the spay/neuter procedure would be harmful to the animal.		
M. BURGLAR/SECURITY ALARM PERMIT FEES		
Police		
The fee for burglar/security alarm systems operating within the City of Lakewood as defined in Chapter 9A.13 of the Lakewood Municipal Code are as follows:		
Annual Permit Fee		\$24.00
- for Senior Citizens or Physically Disabled		\$12.00
General False Alarm Fee		\$100.00 each incident
Robbery False Alarm Fee		\$200.00 each incident
Supplemental False Alarm Fee for Unregistered Alarm		\$100.00 each incident
Late Fee if False Alarm Fee is not paid in 30 days of invoice		\$25.00
Appeal Fee (refundable if fee is overturned)		\$50.00
Alarm Company Fee for Failure to Verify Alarm Signal		\$100.00
Alarm Company Fee for false statements concerning the inspection of an alarm site or alarm performance		\$200.00
Failure to comply and provide customer lists to Alarm Administrator		\$25.00 per working day (after the initial 30-day notice expires, i.e. day 31)
Failure to renew (assessed the Alarm Agreement Holding Company)		\$100.00
Failure to obtain an alarm permit from the Police alarm Administrator		\$10.00 per each registered alarm user in City, with maximum of \$100.00
Reinstatement fee for unregistered alarm installation company or unregistered company		Greater of 100.00 or \$10.00 per alarm user of letters that have been sent

2020 2021 FEE SCHEDULE

Resolution ~~2019-21~~ 2020-xx Adopted by City Council on November ~~18, 2019-16,~~ 2020

Fee Type		Fee Amount
All		
	Taxes and Pass-Through Costs	All appropriate taxes and pass-through costs are added to fees when they are incurred, even if not specified in the fee schedule.
A.	Copies/Duplication	
	Legal/City Clerk	
	Certification of documents and Affixing City Seal	\$0.15 per page + \$3.00
	Preparation of verbatim City Council minutes	\$50.00/hour
	Reproduction of City Council audio tapes	\$5.00
	CD-ROMs	\$1.00
	Various Departments	
	Copies of resolutions, minutes of meetings, full municipal code, contracts, reports and other disclosable public records. (No fee charged for copies of ordinances.)	\$0.15 per page + mailing container, shipping/postage. Staff may in its discretion send copy jobs for outside printing, in which case, actual cost is charged.
	Public Records:	
	Copies of Public Records	\$0.15 per page
	Scanned Public Records into Electronic Format	\$0.10 per page
	Electronic files or attachments uploaded to email, cloud-based storage service or other means of electronic delivery.	\$0.05 cents per 4 files or attachments
	Transmission of public records in an electronic format.	\$0.10 per gigabyte
	Digital Storage Media or Device; Container or Envelope used to mail copies to requestor and postage/delivery charge.	Actual Cost
	Note: - Charges can be combined if more than one type applies. - Pursuant to RCW 42.56.120(2)(b), the City of Lakewood is not calculating/assessing all actual costs for copying records because to do so would be unduly burdensome for the following reasons: (1) The City does not have the resources to conduct a study to determine all actual copying costs for every actual cost type; and (2) To conduct such a study would interfere with other essential city functions; and (3) even if the City were to conduct such a study, the systems in place facilitate tasks other than public records production.	
	Non Sufficient Funds (NSF) Fee	\$25.00
	Public Works	
	Engineering Standards Manual	Cost plus 15%
B.	City Hall Rental Fees - Two-hour minimum reservation required for facility use	
	Cleaning Fee (non-refundable)	\$50.00 (Saturday & Sunday only)
	City staff attendant	Hourly rate of City staff attendant.
	Up to a 15% Administrative charge may be added to actual expenses. In addition, an hourly rate fee will be charged for repairs or additional cleaning that is required as a result of an event.	

2020 2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
C. PLANNING AND DEVELOPMENT FEES		
Administrative Fee		
Technology Fee		2% of the total planning permit cost
Plat/Subdivision Fees		
Preliminary Plat		\$3,850.00 plus \$100.00 per lot; plus \$2,500 hearing examiner deposit ⁽¹⁾
Plat Amendment (before final plat approval)		
	Major	\$1,320.00 plus \$100 per lot; plus \$2,500.00 hearing examiner deposit ⁽¹⁾
	Minor	\$660.00 plus \$100 per lot; \$2,500.00 hearing examiner deposit ⁽¹⁾
Final Plat		\$2,750.00 plus \$50.00 per lot
Plat Alterations (after final plat approval)		\$2,500.00 plus \$1,000 hearing examiner deposit ⁽¹⁾
Binding Site Plans		\$2,200.00
Short Plat		\$3,500.00
Short Plat Amendments		\$1,000.00
Boundary Line Adjustments (BLA)/Lot Combination		\$600.00
Recording Fees		Fees Not Included
Discretionary Land Use Permits		
Conditional Use Permits		\$2,200.00 plus \$2,500.00 hearing examiner deposit ⁽¹⁾
Master Facilities Plan		\$2,200.00 plus \$2,500.00 hearing examiner deposit ⁽¹⁾
Major Variances		\$1,200.00 plus \$2,500.00 hearing examiner deposit ⁽¹⁾
Major Variances for single family dwelling (where project valuation does not exceed \$12,000)		\$660.00
Administrative Variances		\$400.00
Administrative Use Permits		\$1500.00
Temporary Use Permits		\$200.00
Major Modifications of Permit Approval		1/2 of original permit cost
Minor Modifications of Permit Approval		1/4 of original permit cost
Shoreline Substantial Development Permit		\$2,300.00 plus \$2,500.00 hearing examiner deposit ⁽¹⁾
Shoreline Conditional Use Permit/Shoreline Variance		\$2,300.00 plus \$2,500.00 hearing examiner deposit ⁽¹⁾
Written Shoreline Exempt Determination (The fee applies only to requests for a written determination by the Community and Economic Development Department that the project is exempt from the Shoreline Master Program.)		\$150.00
Appeals & Reconsiderations		
Reconsideration of a Decision of the Hearing Examiner		\$300.00 plus \$2,500.00 hearing examiner cost deposit ⁽¹⁾
Appeal of the Administrative Officer's Decision		\$450.00
Appeal of SEPA Determination		\$450.00
Amendments to Plans & Regulations		
Amendments to the Comprehensive Plan & other related policy documents		\$2,100.00
Amendments to Development Regulations		\$2,600.00
Amendments to the Shoreline Master Program		\$3,200.00
Site-Specific Rezone		\$3,100.00

2020 2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
C. PLANNING AND DEVELOPMENT FEES (continued)		
Zoning Certification/Site Plan Review		
Single family dwelling construction in residential zones are subject to the following fee schedule:		
Construction Value:		
\$0 - \$74,999		\$50.00
\$75,000 - \$124,999		\$100.00
\$125,000 - \$224,999		\$150.00
Over \$225,000		\$300.00
Other Developments: All new buildings or exterior tenant improvements in commerical or industrial zones, and all other construction and development activity, other than single-family dwelling construction, are subject to the following fee:		
Construction Value	CED Zoning Certification Fee	Compliance check w/ AUP, CUP, etc. permit conditions
\$0 - \$99,999	\$260.00	\$50.00
\$100,000 - \$249,999	\$530.00	\$200.00
\$250,000 - \$499,999	\$790.00	\$450.00
\$500,000 - \$999,999	\$1,000.00	\$700.00
\$1,000,000 - \$4,999,999	\$2,000.00	\$1,200.00
\$5,000,000 - \$10,000,000	\$2,500.00	\$1,700.00
Over \$10,000,000	\$3,000.00	\$2,200.00
Site Plan Review without a Building Permit. The zoning certification and site plan review fee for those development projects for which no building permit is required but which requires site plan review and a zoning certification, shall be based on the value of the proposed development to be undertaken. The value of the proposed construction/development shall be determined based on professional estimates by a licensed engineer, architect, landscape designer or contractor. These estimates may include but are not limited to, grade and fill of the site, paving, placement of utilities, lighting, landscaping, and other site improvements. The combined total of the cost estimates for all development on the site shall be the established value basis for the zoning certification and site plan review fee found in the table above.		
Zoning Certification with No Site Plan Review Required	A \$20.00 fee applies to zoning certifications where only a business license is required.	
	A \$50.00 fee applies to projects where the proposed land use must be reviewed with respect to development standards, but there is no requirement for submitting a site plan, e.g. an interior tenant improvement.	
Mixed Use Buildings	Site plan review and/or zoning certification application fees may be reduced by 50% if the application is for the construction of a mixed use building. Fee waivers do not apply to SEPA, short plat, subdivision or other permit requests associated with the development of a site, nor does fee reduction apply to mixed use development where the commercial and residential uses are not located within the same building.	

2020 2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
C. PLANNING AND DEVELOPMENT FEES - continued		
Miscellaneous Planning Fees		
Accessory Living Quarters		\$100.00
Design Review		\$200.00
	Application fees may be reduced by 50% if the application is for a mixed use building. Fee reduction applies to site plan review/zoning certification and design review. Fee waivers do not apply to SEPA, short plat, subdivision or other permit requests associated with the development of a site, nor does fee reduction apply to mixed use development where the commercial and residential uses are not located within the same building.	
Time Extensions		\$240.00
Annexation Petition		
	Notice of Intent to Commence Annexation	\$320.00
	Petition to Annex	\$2,500.00
⁽¹⁾ Hearing Examiner Fees		
Where Examiner Review is required for any related use permit, appeal, etc., the applicant is responsible for and required to pay actual Hearing Examiner costs, which may be higher or lower than the deposit amount.		
Other Fees		
Staff Review Fees (includes re-inspection and investigative fees, and additional staff review when the processing of the application exceeds the application base fees as outlined in the fee schedule.)		\$92.00 per hour
Development Agreement		\$2500.00
Pre-Application Conference		\$150.00 - Of this amount, \$100.00 can be applied to related permits filed within sixty (60) days of the preapplication conference
Final Certification of Occupancy/Site Certification		\$100.00
Home Occupation		\$200.00
Limited Home Occupation		\$50.00
Downtown Subarea Park Fee-in-Lieu of Common Open Space Construction		Up to 50% of valuation of required common open space (100 sq. ft. required per dwelling unit); see LMC 18B.530
Written Zoning Determination by the Assistant City Manager for Development Services		\$250.00
WTF Administrative Use Permit		\$800.00
WTF Conditional Use Permit		\$2,000.00
Non-Conforming Sign Permit Fees (LMC 18A.50.675)		
	If the permit is obtained within ninety (90) days of receipt of notification by the City advising the applicant of the need to obtain a permit	No permit fee
	If the permit is obtained after the ninety (90) day time period following notification by the City.	\$84.00

2020 2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
C. PLANNING AND DEVELOPMENT FEES - continued		
SEPA & Wetland Fees		
Written SEPA Exempt Determination (The fee applies only to requests for a written determination by the Community & Economic Development Department that the project is exempt from the requirements of SEPA.)		\$50.00
	Environmental Checklist for applicable Process I and II applications located outside of Downtown Subarea Plan Boundaries	\$550.00
	Environmental Checklist for applicable Process III, IV, and V applications (e.g. conditional use permits, variances, shoreline substantial development permits, plats, master plans, and land use map/text changes located outside of the Downtown Subarea Plan Boundaries	\$1,840.00
	Environmental Checklist for applicable Process V applications (e.g. generalized or comprehensive ordinance text amendments, area-wide amendments, annexations, and adoption of new planning-related ordinance)	Staff review hourly rate; \$2,500.00 deposit is required
	Environmental Checklist for projects inside of Downtown Subarea Plan Boundaries	\$50.00
	Environmental Impact Statement (EIS)	\$3,200.00 plus preparation at contract rate to be determined
	Reasonable Use Exception other than residential (RUE)	\$1,840.00 plus \$2,500.00 hearing examiner deposit ⁽¹⁾
	Residential RUE	\$500.00
	Additional SEPA Review (See WAC 197-11-335)	No charge, except any third-party consultant costs to the City.
	Downtown Subarea Planned Action Transportation Fee	\$2,174.00 per PM peak hour trip generated by use(s).
Multi-Family Tax Exemption (MFTE) Applications (LMC 3.64.030)		
Conditional Certificate Application		\$800.00
Extension of Conditional Certificate of Application		\$500.00
Final Certificate of Application		\$500.00
8-Year Tax Exemption Annual Monitoring Fee (due payable upon final certificate)		\$800.00
12-Year Tax Exemption Annual Monitoring Fee (due payable upon final certificate)		\$1,200.00
Tree Removal/Replacement Permit Fees		
Significant Tree Removal Permit		No Fees
Off-Site Tree Replacement Permit (when trees are not being replaced onsite)		\$400.00 for each replacement tree

2020 2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
D. GENERAL REQUIREMENTS FOR ALL CONSTRUCTION-RELATED PERMITS		
	Building Permit fees shall be based upon valuation. The valuation shall be determined by the Building Official. For most projects the square footage costs in the most current Building Valuation Data Table published by the International Code Council (ICC) may be employed. For projects not covered by the table construction estimation tools such as Construction Cost Data by R.S. Means or the BNI <i>Construction Costbook</i> may be referenced as a guide.	
	Administrative Fee - Includes a technology fee equal to 2% of the total building permit cost.	
	Permit fees shall be calculated from valuation in the following manner:	
	Valuation	Corresponding Permit Fee
	\$0 - \$500	\$30.00
	\$501 - \$2,000	\$30.00 for the first \$500.00 plus \$4.00 for each additional \$100 or fraction thereof, to and including \$2,000.
	\$2,001 - \$25,000	\$90.00 for the first \$2,000.00 plus \$17.50 for each additional \$1,000 or fraction thereof, to and including \$25,000.
	\$25,001 - \$50,000	\$492.50 for the first \$25,000.00 plus \$12.50 for each additional \$1,000 or fraction thereof, to and including \$50,000.
	\$50,001 - \$100,000	\$805.00 for the first \$50,000.00 plus \$9.00 for each additional \$1,000 or fraction thereof, to and including \$100,000.
	\$100,001 - \$500,000	\$1,255.00 for the first \$100,000.00 plus \$7.25 for each additional \$1,000 or fraction thereof, to and including \$500,000.
	\$500,001 - \$1,000,000	\$4,155.00 for the first \$500,000.00 plus \$6.00 for each additional \$1,000 or fraction thereof, to and including \$1,000,000.
	\$1,000,001 - \$5,000,000	\$7,155.00 for the first \$1,000,000.00 plus \$4.00 for each additional \$1,000.00 or fraction thereof, to an including \$5,000,000.
	\$5,000,001 and up	\$23,155.00 for the first \$5,000,000.00 plus \$3.00 for each additional \$1,000.00 or fraction thereof.

2020 2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
D. GENERAL REQUIREMENTS FOR ALL CONSTRUCTION-RELATED PERMITS - continued		
Plan Review Fees		
Plan review fees shall be 65 percent (65%) of the Building Permit Fee with a minimum fee of one hour (\$92.00)		
Plan review for residential site specific base plans shall be \$500.		
Other Fees		
	Demolition Fees	
	Single Family (including duplex)	\$200.00
	Residential Accessory Building	\$100.00
	Commercial/Multi-Family (including mobile home parks)	
	Less than 10,000 square feet	\$200.00
	10,000 to 100,000 square feet	\$400.00
	100,000 square feet or more	\$600.00
	Mobile Home Setup Permit	\$184.00
State Building Code Council (SBCC) Surcharge - Residential		\$6.50 for each building permit issued, plus an additional surcharge of \$2.00 for each residential unit after the first unit, in accordance with RCW 19.27.085
State Building Code Council (SBCC) Surcharge - Commercial		\$25.00 for each building permit issued, plus an additional surcharge of \$2.00 for each residential unit after the first unit, in accordance with RCW 19.27.085
General Comments		
1)	Any person who commences any work on a building, structure, gas, mechanical, or plumbing system before obtaining the necessary permits may be subject to an investigative fee.	
2)	Additional inspection outside of normal business hours or investigative fee rates are calculated at \$92.00 per hour (2 hour minimum).	
3)	A reinspection fee shall be calculated at \$92.00 per occurrence.	
4)	Additional plan review resulting from revisions, resubmittals and other documents shall be calculated at \$92.00 per hour of staff time expended.	
5)	Additional hourly rates for which no specific fee is identified shall be calculated at \$92.00 per hour.	
6)	The use of outside consultants for plan checking and/or inspections will be the actual plus overhead adjustments as determined by the Building Official. Expedited plan review by the use of outside consultants for plan checking and/or inspections will be the actual cost calculated by outside consultant. The consultant fees shall be paid directly to the outside consultant. Thereafter, the Building Official will adjust the City's building permit review fees.	
7)	The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees as assessed.	
8)	Temporary Certificate of Occupancy (TCO): \$200.00 application filing fee (nonrefundable), plus a cash guarantee or other appropriate security, including letters of credit, in the amount of 150% of the estimated work remaining. The cash guarantee or other appropriate security, shall be forfeited to the City if the work is not completed within the time period specified on the application as agreed to between the City and the property owner or authorized person acting on the property's owners behalf. In the case where such cash guarantee or other appropriate security is forfeited to the City, the proceeds therefrom shall be placed in the City's general fund.	
9) 8)	Any time the use of a building or tenant space is changed, a change of use permit is required. The fee for a change of use permit is \$250.00. If alterations to the space are to be performed, additional permits and fees may be required such as building permit, plumbing permit, mechanical permit, etc. Please note that an electrical permit may be required for changes to the electrical service or wiring.	
9)	Foundation only permit for phased commercial and multifamily projects, 10 percent of the ICC Building Valuation.	
10)	Building permit extension (after two extensions have been previously authorized by the Building Official. The fee is 0.5 hours at the CEDD hourly rate (see Staff Review Fees under Other Fees section).	
10	Shell only permits for phased commercial and multifamily building, 80 percent of the ICC Building Valuation per square foot.	

11	Review of minor additions or revisions to plans before permit issuance, \$92 per hour, minimum, one hour. Major revisions to plans will require a new plan review fee. Revisions submitted in response to plan review comments do not require additional plan review fee. Shell only permits for phased commercial and multifamily buildings, 80 percent of the ICC
12	Review of minor additions or revisions to plans after permit issuance, \$92 per hour, minimum, one hour.
13	Review of deferred submittals, \$92 per hour, minimum one hour.
14	Tenant improvements for shell building, 50 percent of the ICC Building valuation per square foot. Said tenant improvement is limited to nonstructural tenant alterations not included in the building permit for the new shell building. This work is limited to improvements of previously unoccupied space.
15	Work without permits; double fees for building permits and plan review fees.
16	Building permit extension (after two extensions have been previously authorized by the Building Official. The fee is 0.5 hours at the CED hourly rate (see Staff Review Fees under Other Fees section).

2020 2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
D. GENERAL REQUIREMENTS FOR ALL CONSTRUCTION-RELATED PERMITS - continued		
Mechanical Permit Fees		
New Single Family Residences and Duplex (per unit) Flat Fee		\$175.00
Residential (Prescriptive Design)		\$175.00
Commercial and Non-Prescriptive Residential		Per Valuation w/ Minimum \$175.00
New Commerical Building and Major Tenant Improvements permit fees will be based upon the following valuation table using the project valuation. Valuation based upon the prevailing market value including materials, labor and equipment.		
Project Valuation		Fee
Up to \$5,000		\$85.00
\$5,000 - \$100,000		\$85.00 for the first \$5,000 plus \$17.00 for each additional \$1,000 or fraction thereof, to and including \$100,000
> \$100,000		\$1,700.00 for the first \$100,000 plus \$12.00 for each additional \$1,000 or fraction thereof.
Mechanical Review Fees		
When plan reviews and/or specifications are required, the plan review fee shall be calculated at 25% of the Permit Fee.		
Small Tenant Improvements (mechanical < \$5,000) and equipment replacement or adding of new equipment shall use the equipment unit table below:		
Equipment Unit Schedule Description		Fee
Permit Issuance		\$34.00
Issuing supplemental permits		\$12.00
Furnaces up to and including 100,000 BTU		\$22.00
Furnaces over 100,000 BTU		\$29.00
Appliance vents		\$12.00
Repair or additions to A/C systems		\$22.00
Boilers, compressors and absorption systems up to and including 3 horsepower		\$29.00
Boilers, compressors and absorption systems over 3 horsepower and including 15 horsepower		\$53.00
Boilers, compressors and absorption systems over 15 horsepower and including 30 horsepower		\$76.00
Boilers, compressors and absorption systems over 30 horsepower and including 50 horsepower		\$100.00
Boilers, compressors and absorption systems over 50 horsepower		\$123.00
Air handlers up to and including 25 tons		\$18.00
Air handlers over 25 tons		\$29.00
Evaporative coolers		\$41.00
Ventilation and exhaust (fans and hoods)		\$18.00
Incinerators, domestic type		\$29.00
Incinerators, international type		\$41.00
Each gas piping from 1 to 5 outlets		\$12.00
- Additional outlets per outlet		\$3.00
Miscellaneous		\$18.00

2020 2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
D. GENERAL REQUIREMENTS FOR ALL CONSTRUCTION-RELATED PERMITS - continued		
PLUMBING PERMIT FEES		
New Single Family Residences and Duplex (per unit) flat fee		\$225.00
New Commercial Buildings and Major Tenant Improvements permit fees will be based upon the following valuation table using the project valuation. Valuation based upon the prevailing market value including materials, labor and equipment.		
Project Valuation		Fee
Up to \$5,000		\$85.00
\$5,000 - \$100,000		\$85.00 for the first \$5,000 plus \$17.00 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,000 and up		\$1,700.00 for the first \$100,000 plus \$12.00 for each additional \$1,000 or fraction thereof.
PLUMBING REVIEW FEES		
When plans and/or inspections are required, the plan review fee shall be calculated at 25% of the Permit Fee.		
Small Tenant Improvements (mechanical < \$5,000) and equipment replacement or adding of new equipment shall use the equipment unit table below.		
Equipment Unit Schedule		Fixture Fee
Permit Issuance		\$34.00
Issuing supplemental permits		\$12.00
Furnaces up to and including 100,000 BTU		\$22.00
Each plumbing fixture with one trap		\$12.00
Each building sewer		\$22.00
Each drain for indoors rainwater system		\$12.00
Each cesspool		\$35.00
Each private sewage disposal system		\$59.00
Each water heater and vent		\$12.00
Each gas piping from 1 to 5 outlets		\$12.00
- Additional outlets per outlet		\$3.00
Each waste incinerator		\$12.00
Water piping or water treating system		\$12.00
Repair or alteration of drainage or vent		\$12.00
Backflow device for lawn sprinklers		\$12.00
Vacuum breakers from 1 to 5		\$12.00
- Additional units over 5 per each		\$3.00
Backflow device for other systems over 2 inches in diameters		\$24.00
Cross connection of reclaimed water system		\$47.00
Each graywater system		\$59.00
Medical gas system from 1 to 5 outlets		\$71.00
- Additional outlets over 5 per each		\$12.00

2020 2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
E. GEOGRAPHICAL INFORMATION SYSTEMS AND OTHER FEES		
Geographical Information Systems (GIS)		
LABOR COSTS: Labor costs for preparation of requested GIS information shall be billed on a quarter of an hour (15-minute) basis, at the rate of \$12.50 per fifteen (15) minute period of labor, in addition to any applicable mapping and/or electronic media costs, set forth below:		
Standard Mapping Products		
Photo Quality Paper (11 X 17)		\$15.00 each
Wall Map (22 X 34)		\$20.00 each
Wall Map (33 X 44)		\$25.00 each
ELECTRONIC MEDIA: CD-ROM		\$15.00
Administrative Services		
Extra Duty Contracts - Administrative Fee		\$2.00 per hour
Extra Duty Contracts - Processing Fee		\$10.00 per invoice
Lien Filing Fee		\$50.00 plus all recording fees
F. PUBLIC WORKS PERMIT FEES		
Administrative Fee		
Technology Fee		2% of the total public works permit cost
Permits		
Site Development Permit (covers site work, including erosion control, clearing, grading and drainage)		
	Project Value	Permit Fee
	\$0 - 15,000	\$500.00 \$920.00
	\$15,001 - \$50,000	\$1,000.00 \$1,840.00
	\$50,001 - \$150,000	\$2,500.00 \$4,600.00
	\$150,001 - \$1,000,000	\$4,500.00 \$8,280.00
	Over \$1,000,001	\$9,000.00 \$16,560.00
<i>Project Value is defined as the value of all improvements outside the building footprint.</i>		
Right-of-Way Permit (authorization to use right-of-way for minor construction, parking or other non-intrusive use)		\$150.00 \$184.00 plus any staff time in excess of 2 hours at \$92.00 per hour
Annual Right-of-Way Permit (authorization for utility companies to use right-of-way for non-intrusive maintenance activities)		\$500.00
Pavement Degradation Fee : (recovers loss in pavement serviceability due to pavement cuts):		
	Road Material, Type, PCI Score	PDF Fee
	Flexible, High Volume, In moratorium	\$85.00 per square yard
	Flexible, High Volume, PCI 100-85	\$42.00 per square yard
	Flexible, High Volume, PCI 84-70	\$34.00 per square yard
	Flexible, High Volume, PCI 69-50	\$25.00 per square yard
	Rigid, High Volume, In moratorium	\$164.00 per square yard
	Rigid, High Volume, PCI 100-85	\$82.00 per square yard
	Rigid, High Volume, PCI 84-70	\$66.00 per square yard
	Rigid, High Volume, PCI 69-50	\$49.00 per square yard
	Flexible, Med-Low Volume, In moratorium	\$54.00 per square yard
	Flexible, Med-Low Volume, PCI 100-85	\$27.00 per square yard
	Flexible, Med-Low Volume, PCI 84-70	\$22.00 per square yard
	Flexible, Med-Low Volume, PCI 69-50	\$16.00 per square yard
	Rigid, Med-Low, In moratorium	\$142.00 per square yard
	Rigid, Med-Low, PCI 100-85	\$71.00 per square yard
	Rigid, Med-Low, PCI 84-70	\$57.00 per square yard
	Rigid, Med-Low, PCI 69-50	\$43.00 per square yard

2020 2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
F. PUBLIC WORKS PERMIT FEES - continued		
Right-of-Way Vacation Permit ("Sale" or vacation of city right-of-way to abutting property owners)		\$1,000.00 \$1,840.00
Street Opening Permit (Used to install new or repair/upgrade existing private and public facilities located in a street right-of-way; includes pavement cuts, excavation, traffic control, etc.)		\$500.00 \$920.00 plus any staff time in excess of 10 hours at \$92.00 per hour
Oversize Load Permit (all vehicles in excess of legal weight or size limitations according to RCW 46.44 shall obtain an oversize load permit prior to operating on Lakewood streets)		Individual \$100.00 184.00 Annual \$300.00 \$552.00 Additional costs shall apply if police escorts or signal technician work is required.
Right-of-Way Tree Cutting Permit (for residential or commercial cutting on or along a lot or in an area zoned for more than one single family home)		\$200.00
Reinspection Fee (to cover cost of each reinspection, required in conjunction with a Right-of-Way Permit, necessary to assure compliance with the requirements of the permit)		\$92.00
General Inspection Fee (for inspection not otherwise listed)		\$92.00 per hour
Miscellaneous Permits (any Public Works permit not covered by the fee schedule, if performed by an employee)		Rate will be based on actual hourly costs, plus benefits (30%), operating costs (16%) and central services costs (16%)
Professional Services Contracts (any private or public professional service contract needed)		Rate will be billed 100%, plus 10% administrative charges

2020 2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
G. PARKS AND RECREATION PROGRAMS (Facility/Use)		
Parks, Recreation & Community Services		
Special Use Permit*		
Events		\$200.00 - \$500.00
Colonial Plaza and Major events		\$1,000.00
Event Deposit		\$250.00 - \$500.00 per event
Additional event fees and services (plus 15% of gross private event revenue)		Market rate + 15%
<i>* permit fee + extra costs associated with event (garbage, staff support, notification, sanitation, security, etc)</i>		
Alcohol Permit Fee ** (must be purchased in addition to a special use permit)		
Small events		\$200.00
Large events		\$500.00
Major events		\$1,000.00
** Special conditions apply		
Facility Use Cancellation Fees		
- Recreation Administrative Fee		\$10.00 (non-refundable)
- Special Use Permit - less than 30 days prior to		(0%) 100% retained by City
- Special Use - 31-60 days prior to use		(50% refunded) 50% retained by City
- Special Use - more than 61 days prior to use		(75% refunded) 25% retained by City
Lakewood Senior Activity Center (two hour minimum)		
Rainier Room - Full activity room		\$65.00 per hour
Classroom		\$30.00 per hour
Artroom		\$30.00 per hour
Kitchen (only if available if renting full activity room)		\$15.00 per hour
Facility Deposit		\$150.00
Cleaning Fee		\$150.00
Additional Staffing Fee		\$25.00 per hour
Cancellation Fees		
- Facility Deposit/Fees (less than 30 days)		(0%) 100% retained by City
- Facility Deposit/Fees (31-60 days prior)		(50% refunded) 50% retained by City
- Facility Deposit/Fees (more than 61 days prior)		(75% refunded) 25% retained by City
Boat Launch		
Per launch (Credit/Debit Cards Only)		\$15.00
Resident Season Pass		\$100.00 \$125.00 plus tax
Non-Resident Season Pass		\$130.00 \$150.00 plus tax
Overnight Pass		\$50.00
Commercial Pass		\$250.00
Farmers Market Outdoor Market Vendors	Daily Rate/ Farmers Market	Seasonal/Farmers Market AM or PM
Regular Stall 10x10	\$25.00	\$260.00
Regular Stall 10x 20 or Food Trucks	\$50.00	\$585.00
10x10 Stall W/ Electricity	\$30.00	\$300.00
Pull Through Stall	\$50.00	\$585.00
Payment Plan Processing	\$35.00	\$35.00
Please note that this fee structure does not apply to the City's annual SummerFEST event. Fees for SummerFEST vendors, sporting event coordinators, specialty activities, food trucks and other event elements may vary based on activity, logistics, location, anticipated guests, number of days or hours of operation, sponsorship, in-kind services and other conditions.		
Neighborhood Parks		
Field Preparation Fees		\$25.00
Fields use		\$20.00 per hr (no prep); \$50.00 per game fee (2.5 hrs. and one prep per day)

2020 2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
G. PARKS AND RECREATION PROGRAMS (Facility/Use) - continued		
Fort Steilacoom Park		
Large Picnic Shelter - Full day only May-Sep		
- Half Day - 10:00 a.m. - 2:00 p.m. OR 3:00 p.m. - 7:00 p.m.		\$100.00
- Full Day (10:00 a.m. - 7:00 p.m.) - May require a special use permit.		\$200.00
Small Picnic Shelters - Full day only May - Sep		
- Half Day - 10:00 a.m. - 2:00 p.m. OR 3:00 p.m. - 7:00 p.m.		\$50.00
- Full Day (10:00 a.m. - 7:00 p.m.)		\$75.00
Pavilion		
- Half Day - 10:00 a.m. - 2:00 p.m. OR 3:00 p.m. - 7:00 p.m.		\$500.00
- Full Day (10:00 a.m. - 7:00 p.m.)		\$1,000.00
Hourly Rate (2 hour minimum)		\$150.00
Deposit		\$250.00 - \$500.00
Cleaning Fee		\$50.00 - \$70.00
Sport Field Use Fees		
		With one field preparation, per field, per day
- 1 Field		\$200.00
- 2 Fields		\$275.00
- 3 Fields		\$350.00
- 4 Fields		\$425.00
- 5 Fields		\$500.00
		Without field preparation, per day
- 1 Field		\$150.00
- 2 Fields		\$200.00
- 3 Fields		\$250.00
- 4 Fields		\$300.00
- 5 Fields		\$350.00
Baseball Field #5 at Fort Steilacoom Park		\$25.00 per game or \$50.00 per day
Single Sports Field (no preparation)		\$40.00 per 60 minutes
Tournament Deposit and Cancellation Fee (A full refund or credit less		
- Nonrefundable tournament reservation fee (does not go towards tournament fees)		\$100.00
- Tournament Deposit Fee (will go towards tournament fees)		\$100.00 per field
- Tournament cancelled less than 30 days prior		50% of deposit refunded
- Tournament cancelled 31-60 days prior		75% of deposit refunded
Youth soccer teams not associated with city leagues but use city fields for league play, per team. Field availability may vary and field prep fees apply.		
- Age 10 years and under		\$100.00 per team
- Age 11 - 18 years		\$125.00 per team
- Adult, age over 18 years		regular field use rates apply
Youth baseball teams not associated with city leagues but use city fields for league play, per team. Field availability may vary and field prep fees apply.		\$50.00 per game fee (2.5 hours and one prep per day)
Field preparation (all sports)		\$50.00 per prep \$75 per mid day mound change

2020 2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
G.	PARKS AND RECREATION PROGRAMS (Facility/Use) - continued	
	Other Fees	
	Open Space:	
	Half Day (10:00 a.m. - 2:00 p.m.) or (3:00 p.m. - 7:00 p.m.)	\$100.00
	Full Day (10:00 a.m. - 7:00 p.m.) - May require a special use permit.	\$200.00
	Jumpy House Permits - Must be inspected and requires insurance.	\$20.00 each
	Non-Refundable Vendor Application Fee	\$25.00
	Advertising banner	\$100.00 per day
	Concessions	\$25.00 - \$50.00 per day
	Additional Staff Fee	\$25.00 per hour
	Parking, camping and other revenue collected by renter for event	15% of gross revenue
	Neighborhood Shelters - Full day only May-Sep	
	- Half day (resident/nonresident): 10:00 a.m. - 2:00 p.m. OR 3:00 p.m. - 7:00	\$40.00 / \$50.00
	- Full Day (resident/nonresident): 10:00 a.m. - 7:00 p.m.	\$60.00 / \$75.00
	McGavick Center Facility Use/Rental	
	Non-profit organizations may rent the entire facility for a flat fee of \$1,500.00. The City's available days for rental/use are limited in number each year.	

2020 2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
H. FIRE CODE OFFICIAL & INTERNATIONAL FIRE CODE (IFC) FEES		
Community & Economic Development		
Site Development Plan Review (plats, short plats, commercial projects, residential infill's etc.)		
	Basic review fee	\$250.00
	- Additional review (over two hours)	\$125.00 per hour
	Vehicle Gates (includes plan review, inspection and testing)	\$125.00 per hour
	Construction Plan Review - A plan review fee will be charged for fire department review of requirements for construction and inspection of the IFC requirements for buildings classified as Group A, B, E, F, H, I, M, R, S and U. The plan review fee shall be:	15% of the plan review fee established for Building Permit Plan Review with a minimum fee of \$125.00
Fireworks Fees		
1)	Fees for temporary fireworks stand permit	\$100.00
2)	Fees for a public display permit	\$245.00
3)	A liability insurance policy(ies) is/are required in accordance with the Fireworks Ordinance for both fireworks stands and public displays as follows:	
	- \$500,000 for injuries to any one person in one accident or occurrence;	
	- \$1,000,000 for injuries to two or more persons in any one accident or occurrence;	
	- \$500,000 for damage to property in any one accident or occurrence; and/or	
	- \$1,000,000 combines single limit for any one accident or occurrence	
4)	A bond for clean-up is required in accordance with the Fireworks Ordinance for all fireworks stands (in a bond or cashiers check)	\$500.00
Fire Alarm Systems		
	Tenant Improvements (1st four zones)	\$215.00 plus \$6.00 (per
	- Additional zones	\$54.00 (each)
	Residential (one and two-family dwellings)	\$215.00 plus \$6.00 (per
	Commercial and Multi-Family (1st four zones)	\$325 plus \$6.00 (per device)
	- Additional zones	\$54.00 (each)
	- Sprinkler supervision only	\$270.00
	Fire Alarm Permit Fee for upgrading of an existing system	50 percent (50%) of the fee
	Fire Alarm Plan Review Fee	25 percent (25%) of the
	Underground Sprinkler Supply (includes plan review,	\$325.00
New Suppression Systems (Halon, CO2, Dry Chemical, FM200, Integren, etc.):		
	- 1 to 5 nozzles	\$200.00
	- Over 5 nozzles	\$200.00 plus \$20.00 per nozzle over 5
	- Bottle(s)	\$30.00 per bottle

2020 2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
H. FIRE CODE OFFICIAL & INTERNATIONAL FIRE CODE (IFC) FEES - continued		
Above Ground Fire Sprinkler Systems		
The fee for fire sprinkler systems shall be based on the Building Permit Fee Table. The valuation shall be based on the per square foot figure of sprinkler systems as established by policy in accordance with nationally-recognized standards.		
Plan Review Fee <i>(for the fire sprinkler systems are in addition to the permit fee)</i>		25 percent (25%) of the permit fee, with a minimum of \$125.00.
Tenant Improvements <i>(relocation and addition to existing system)</i>		valuation 20 percent (20%)
System		\$270.00
Standpipes (includes review, inspection and testing fees)		
Temporary Standpipe		\$162.00
Class I		\$184.00
Class II		\$297.00
Class III		\$318.00
Other Fees		
- Additional inspection fees may be imposed		\$50.00 for each additional inspection
- After hours inspections		\$75.00 hour (1-hour minimum)
Fire Pump Installations (includes review, inspection and testing fees)		\$540.00
Commercial Power Generator Installations (includes review, inspection and testing fees)		\$350.00
Battery Systems - Capacity over 50 Gallons		\$125.00
Compressed Gas Systems - Install, Modify, Repair or Abandon		\$200.00
Crogenic Fluids - Install or Modify		\$200.00
Emergency Responder Radio Coverage System - Install or Modify		\$200.00
Flammable and Combustible Liquids		
	Installation of Modification of Commercial Tank, Piping or Distribution System	\$250.00
	Installation of Modification to Pipeline System	\$125.00
	Removal of Abandoned Tank in Place of Residential Tank	No Fee
	Removal or Abandoned in Place of Residential Tank	\$55.00
Hazardous Materials - Installation, Repair, Abandon or Remove a Facility		\$125.00
Industrial Ovens - Installation		\$125.00
LP Gas - Installation of Storage and/or Distribution System		\$200.00
Solar/Polarvoltaic Power Systems (Commercial) - Installation and Modification		\$125.00
Spraying or Dipping Operations - Installation or Modification of Spray Booths, Room or Dip Tank		\$200.00
False Fire Alarms		
In the event of more than two false alarms in any 12 month period, the Fire chief may charge a fee for fire department response as specified below:		
- First and Second False Alarms		No Fee
- Third False Alarm		\$100.00
- Fourth and Additional False Alarms		\$250.00
EXCEPTION: False alarms resulting from the failure of a fire alarm service technician notifying the central, proprietary or remote monitoring station shall be billed at the rate of \$250.00 for each occurrence.		\$270.00 for each occurrence

2020 2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
H. FIRE CODE OFFICIAL & INTERNATIONAL FIRE CODE (IFC) FEES - continued		
Fire Code Permit Fees		
The following are annual fees, except where noted, in accordance with Section 105 of the International Fire Code.		
Permit charges may be waived by the Fire Chief or Fire Marshal for the following: Activities of Washington State non- profit corporations and/or civic or fraternal organizations which possess an IRS tax exempt status. Proof of IRS tax exempt shall be presented at the time of permit application. Non-profit organizations may be charged 1/2 of the listed occupancy permit fees. However, any group shall be assessed a full permit fee if the approved conditions of the permit are modified or not adhered to by the applicant.		
Permit Type		Fee
Aerosol products		\$110.00
Aircraft Refueling Vehicle		\$110.00
Amusement Buildings		\$110.00
- Haunted House - Commercial (Limited)		\$110.00
- Bizaars, Boutiques, Booths or Displays		\$110.00
- Flee Markets		\$110.00
Aviation Facilities		\$110.00
Carnivals and Fairs		
- Commercial		\$110.00
- Fairs, Bazaars, Famers Market, Etc.		\$110.00
- Special Events - Outdoors		\$110.00
Cellulose Nitrate Film		\$110.00
Combustible Dust Producing Operations		\$110.00
Combustible Fiber Storage		\$110.00
Compressed Gases		\$110.00
Covered and Open Mall Buildings		\$110.00
- Kiosks, Concessions, Booths, Etc.		\$110.00
- Used for Assembly (Limited)		\$110.00
- Use of Open Flame (Limited)		\$110.00
- Display of Flammable Liquid or Gas Filled		\$110.00
Cryogenic Fluid		\$110.00
Cutting and Welding		\$110.00
Dry Cleaning		\$110.00
Dust Producing Operations		\$110.00
Explosives - Manufacture, Store, Handling, Sale or Use		\$110.00
Fireworks Stand, Limited		\$110.00
Flammable/Combustible Liquids		\$110.00
Fruit and Crop Ripening		\$110.00
Fumigation and/or Insecticidal Fogging		\$110.00
Hazardous Material - Store, Transport, Dispense, Use of Handle		\$110.00
HPM Facilities		\$110.00
High Pile Storage		\$110.00
Hot Work Operations		\$110.00
Industrial Ovens		\$110.00
Liquid or Gas-Filled Vehicles/Equipment in Assembly Bldgs.		\$110.00
Lumber Yards and Woodworking Plants		\$110.00
Magnesium		\$110.00

2020 2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
H. FIRE CODE OFFICIAL & INTERNATIONAL FIRE CODE (IFC) FEES - continued		
Fire Code Permit Fees - continued		
Permit Type (continued)		Fee
Mall (Covered)		\$110.00
- Kiosks, Concessions, Booths, etc.		\$110.00
- Used for Assembly (Limited)		\$110.00
- Use Open Flame, etc. (Limited)		\$110.00
- Display Flammable Liquid or Gas Filled		\$110.00
Motor Vehicle Fuel Dispensing Station		\$110.00
Organic Coatings		\$110.00
Ovens- Industrial		\$110.00
Parade Floats (limited)		\$110.00
Place of Assembly		\$110.00
Haunted House - Commercial (limited)		\$110.00
Bazaars, Boutiques, Booths or Displays		\$110.00
Flea Markets		\$250.00
Other Special Events (Limited)		\$110.00
Pyrotechnical Special Effects Material		\$110.00
Radioactive Material		\$110.00
Refrigeration Equipment (Commercial)		\$110.00
Repair Garages		\$110.00
Spraying and Dipping		\$110.00
Tents and Canopies		\$110.00
Tire and Storage		\$110.00
Welding and Cutting		\$110.00
Tax Incentive Urban Use Center Fees		
- Application Fee		\$150.00 plus \$25.00 per multi-family unit, up to a maximum fee not to exceed \$300.00
- Pierce County Assessor Processing Fee (specific to the Tax Incentive Urban Use Center Application Fee)		\$100.00
- Extension to Conditional Certificate		\$50.00

2020 2021 FEE SCHEDULE - continued

Fee Type		Fee Amount
I. BUSINESS LICENSE FEE SCHEDULE		
Community & Economic Development		
General Business License (GBL)		\$60.00
Renewal of GBL		\$60.00
Temporary Business License		\$60.00
Temporary Business License Renewal		\$60.00
Pawnbroker Pawnshops		\$750.00
Second-hand and/or salvage dealers		\$150.00
Junk and/or salvage dealers		\$300.00
Transient Trader in second-hand property		\$53.00
Private Sales		No Fee
Flea Markets		\$750.00
Adult Cabaret Manager and Entertainer		\$150.00
Adult Entertainment Establishment		\$1,125.00
Panoram Premises License		\$1,125.00
Panoram Device License		\$75.00 per device
Panoram Owner License		\$1,125.00
Panoram Manager License		\$113.00
Carnivals and Circuses		\$150.00 per day
- Five or less machines or devices		\$75.00 per week*
- Five or more		\$15.00 per week per device*
* Alternative to device fees		\$150.00 annual fee
Wrecker License		\$150.00
Public Dances, Cabarets, Dance Halls and Teenager Dances		
- Cabaret		\$750.00
- Public Dance Hall		\$150.00
- Public Dances (per night)		\$53.00
- Public Dances (annually)		\$150.00 (maximum of four
- Teenager Dances		Same as Public Dances
Massage Businesses		
- Massage Business License		\$75.00
- Massage Manager		\$75.00
Bathhouses		
- Public Bathhouse		\$750.00
- Bathhouse Attendant		\$113.00
- Bathhouse Manager		\$113.00
Outdoor Public Music Festivals		\$1,125.00 per day of festival
Bondsmen		\$750.00
Theaters		\$150.00 per screen per year
<i>Transfer of license fee (commercial kennel or cattery, hobby kennel, foster kennel, private kennel, grooming parlor, or pet shop)</i>		No fee
Commercial Kennel/Cattery (6-50 dogs/cats)		\$100.00 plus \$2.00 per dog/cat
Commercial Kennel/Cattery (over 50 dogs/cats)		\$100.00 plus \$200.00
Solicitors and Peddlers		\$75.00 per solicitor or peddler

Fee Type		Fee Amount
J. RENTAL HOUSING SAFETY PROGRAM		
Community & Economic Development		
Detached Single Family Rental Flat Fee Per Unit		\$12.00
Multi-Family Rental Flat Fee Per Unit		\$12.00
Late Fee for Rental Housing Registration (up to one month past due):		\$0.00
Any applicant or licensee who fails to make application for a Rental Housing license or renewal, within 30 days after expiration of their rental license or of the commencement of business in the case of a new rental business, shall be subject to a late application fee, computed at 100 percent of the cost of the applicable license fee.		
Certificate of Compliance		No Charge
Certificate of Compliance Transfer to New Owner		No Charge
Initial Safety Inspection		No Charge
Reinspection		\$125.00
Rental Housing Inspector's Initial Registration		\$0.00
Rental Housing Inspector's Annual Renewal		\$10.00
K. SMALL CELL FRANCHISE ADMINISTRATIVE FEE SMALL WIRELESS FACILITIES		
Community & Economic Development		
Requires a deposit of \$5,000.00 with Small Cell franchise application. The deposit is intended to cover all administrative expenses incurred by the City (including staff/consultant related time) associated with the review of each franchise application and associated franchise negotiations. Additional fees may apply if additional staff/consultant related time is necessary. Any application fee deposit monies not used for administrative expenses associated with the review of each franchise application and franchise negotiation will be returned to the applicant following the approval or denial of the franchise by the City Council. This administrative fee excludes normal permit fees required for work within the City Rights-of-way. City personnel will be tracking all hours expended for each Small Cell application review and franchise negotiation.		
Interim Small Cell Facility Permit Fee: \$100.00 per small cell facility, plus time and materials beyond the base amount.		
Interim Annual ROW Access & Pole Attachment Fee: \$270.00, plus time and materials beyond the base amount.		
Interim New Pole for Small Cell Facility Attachment(s): \$1,000.00 per pole, plus time and materials beyond the base amount.		
Small Wireless Franchise Fee Deposit. Requires a deposit of \$5,000.00 with Small Wireless franchise application. The deposit is intended to cover all administrative expenses incurred by the City (including staff/consultant related time) associated with the review of each franchise application and associated franchise negotiations. Additional fees may apply if additional staff/consultant related time is necessary. Any application fee deposit monies not used for administrative expenses associated with the review of each franchise application and franchise negotiation will be returned to the applicant following the approval or denial of the franchise by the City Council. This administrative fee excludes normal permit fees required for work within the City Rights-of-way. City personnel will be tracking all hours expended for each Small Wireless application review and franchise negotiation. This deposit may also be applied to administrative costs associated with negotiate a Master License Agreement for Small Wireless Facilities on City Facilities.		\$5,000.00
Small Wireless Facility Permit Fee (per facility)		\$100.00
Small Wireless Facility Annual ROW Access Fee (in lieu of ROW permits)		\$270.00
Small Wireless Facility Pole Attachment Fee ("Rent" per facility on City facilities) - This fee is prorated based on the number of days covered from Rent Comencement Date to December 31.		\$276.75
Small Wireless Facility Pole Replacement Fee (per replaced pole)		\$1,000.00

2020 2021 FEE SCHEDULE - continued

L.	ANIMAL CONTROL LICENSING FEES	
	Police	
	The annual license fees for the ownership, keeping, or having control of dogs and/or cats in the City shall be as follows:	
	- Dogs (altered)	\$20.00
	- Dogs (unaltered)	\$55.00
	- Cats (altered)	\$12.00
	- Cats (unaltered)	\$55.00
	Reduced rates for physically disabled and senior citizens, 65 years of age or older:	
	- Dogs (altered)	\$10.00
	- Dogs (unaltered)	\$30.00
	- Cats (altered)	\$4.00
	- Cats (unaltered)	\$30.00
	Animals exempted from payment of fee - Guide Dog or Service Animal (with proof)	No Fee
	In order to receive the fee advantage for altered dogs and cats, an individual must provide either proof of alteration from a licensed veterinarian or a written statement from a licensed veterinarian that the spay/neuter procedure would be harmful to the animal.	
M.	BURGLAR/SECURITY ALARM PERMIT FEES	
	Police	
	The fee for burglar/security alarm systems operating within the City of Lakewood as defined in Chapter 9A.13 of the Lakewood Municipal Code are as follows:	
	Annual Permit Fee	\$24.00
	- for Senior Citizens or Physically Disabled	\$12.00
	General False Alarm Fee	\$100.00 each incident
	Robbery False Alarm Fee	\$200.00 each incident
	Supplemental False Alarm Fee for Unregistered Alarm	\$100.00 each incident
	Late Fee if False Alarm Fee is not paid in 30 days of invoice	\$25.00
	Appeal Fee (refundable if fee is overturned)	\$50.00
	Alarm Company Fee for Failure to Verify Alarm Signal	\$100.00
	Alarm Company Fee for false statements concerning the inspection of an alarm site or alarm performance	\$200.00
	Failure to comply and provide customer lists to Alarm Administrator	\$25.00 per working day (after the initial 30-day notice expires, i.e. day 31)
	Failure to renew (assessed the Alarm Agreement Holding Company)	\$100.00
	Failure to obtain an alarm permit from the Police alarm Administrator	\$10.00 per each registered alarm user in City, with maximum of \$100.00
	Reinstatement fee for unregistered alarm installation company or unregistered company	Greater of 100.00 or \$10.00 per alarm user of letters that have been sent



To: Mayor and City Councilmembers
 From: Tho Kraus, Assistant City Manager/Administrative Services
 Through: John J. Caulfield, City Manager
 Date: November 16, 2020
 Subject: 2021 Fee Schedule Amendments

PROPOSED CHANGES

Change to the proposed 2021 fee schedules are presented by in red, by section, with background/basis for the proposed change.

1) Amendments to Part A. Copies/Duplication

A. Copies/Duplication	
Various Departments	
Copies of resolutions, minutes of meetings, full municipal code, contracts, reports and other disclosable public records. (No fee charged for copies of ordinances.)	\$0.15 per page + mailing container, shipping/postage. Staff may in its discretion send copy jobs for outside printing, in which case, actual cost is charged.
Public Records:	
Copies of Public Records	\$0.15 per page
Scanned Public Records into Electronic Format	\$0.10 per page
Electronic files or attachments uploaded to email, cloud-based storage service or other means of electronic delivery.	\$0.05 cents per 4 files or attachments
Transmission of public records in an electronic format.	\$0.10 per gigabyte
Digital Storage Media or Device; Container or Envelope used to mail copies to requestor and postage/delivery charge.	Actual Cost
Note: <ul style="list-style-type: none"> - Charges can be combined if more than one type applies. - Pursuant to RCW 42.56.120(2)(b), the City of Lakewood is not calculating/assessing all actual costs for copying records because to do so would be unduly burdensome for the following reasons: <ul style="list-style-type: none"> (1) The City does not have the resources to conduct a study to determine all actual copying costs for every actual cost type; and (2) To conduct such a study would interfere with other essential city functions; and (3) even if the City were to conduct such a study, the systems in place facilitate tasks other than public records production. 	

Basis/Background:

The changes are based on rates authorized by RCW 42.56.120.

2) Amendments to Part C. Planning and Development Fees

Fee Type		Fee Amount	
C.	PLANNING AND DEVELOPMENT FEES (continued)		
Zoning Certification/Site Plan Review			
Construction Value		CED Zoning Certification Fee	Compliance check w/ AUP, CUP, etc. permit conditions
\$0 - \$99,999		\$260.00	\$50.00
\$100,000 - \$249,999		\$530.00	\$200.00
\$250,000 - \$499,999		\$790.00	\$450.00
\$500,000 - \$999,999		\$1,000.00	\$700.00
\$1,000,000 - \$4,999,999		\$2,000.00	\$1,200.00
\$5,000,000 - \$10,000,000		\$2,500.00	\$1,700.00
Over \$10,000,000		\$3,000.00	\$2,200.00
Other Fees			
Non-Conforming Sign Permit Fees (LMC 18A.50.675)			
	-If the permit is obtained within ninety (90) days of receipt of notification by the City advising the applicant of the need to obtain a-		No permit fee
	-If the permit is obtained after the ninety (90) day time period following notification by the City.		\$84.00
Multi-Family Tax Exemption (MFTE) Applications (LMC 3.64.030)			
Conditional Certificate Application			\$800.00
Extension of Conditional Certificate of Application			\$500.00
Final Certificate of Application			\$500.00
8-Year Tax Exemption Annual Monitoring Fee (due payable upon final certificate)			\$800.00
12-Year Tax Exemption Annual Monitoring Fee (due payable upon final certificate)			\$1,200.00

Basis/Background:

Fee Type Category. Minor text changes for clarification fee type.

Non-Conforming Sign Permit. LMC 18A.50.675 has been deleted from the municipal code. Fees are no longer required.

MFTE Annual Monitoring Fees. State requires submittal of annual reports. Fees help partially offset administrative costs.

2) Amendments to Part C. Planning and Development Fees

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C.	PLANNING AND DEVELOPMENT FEES (continued)		
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\$500,000 - \$999,999		\$1,000.00	\$700.00
\$1,000,000 - \$4,999,999		\$2,000.00	\$1,200.00
\$5,000,000 - \$10,000,000		\$2,500.00	\$1,700.00
Over \$10,000,000		\$3,000.00	\$2,200.00
Other Fees			
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	-If the permit is obtained within ninety (90) days of receipt of notification by the City advising the applicant of the need to obtain a-		No permit fee
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Basis/Background:

Fee Type Category. Minor text changes for clarification fee type.

Non-Conforming Sign Permit. LMC 18A.50.675 has been deleted from the municipal code. Fees are no longer required.

MFTE Annual Monitoring Fees. State requires submittal of annual reports. Fees help partially offset administrative costs.

3) Amendments to Part D. General Requirements for All Construction-Related Permits

Fee Type		Fee Amount
D. GENERAL REQUIREMENTS FOR ALL CONSTRUCTION-RELATED PERMITS - continued		
Plan Review Fees		
Other Fees		
	Mobile Home Setup Permit	\$184.00
General Comments		
2)	Additional inspection outside of normal business hours or investigative fee rates are calculated at \$92.00 per hour (2 hour minimum).	
6)	The use of outside consultants for plan checking and/or inspections will be the actual plus overhead adjustments as determined by the Building Official. Expedited plan review by the use of outside consultants for plan checking and/or inspections will be the actual cost calculated by outside consultant. The consultant fees shall be paid directly to the outside consultant. Thereafter, the Building Official will adjust the City's building permit review fees.	
7)	The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees as assessed.	
8)	Temporary Certificate of Occupancy (TCO): \$200.00 application filing fee (nonrefundable), plus a cash guarantee or other appropriate security, including letters of credit, in the amount of 150% of the estimated work remaining. The cash guarantee or other appropriate security, shall be forfeited to the City if the work is not completed within the time period specified on the application as agreed to between the City and the property owner or authorized person acting on the property's owners behalf. In the case where such cash guarantee or other appropriate security is forfeited to the City, the proceeds therefrom shall be placed in the City's general fund.	
9) 8)	Any time the use of a building or tenant space is changed, a change of use permit is required. The fee for a change of use permit is \$250.00. If alterations to the space are to be performed, additional permits and fees may be required such as building permit, plumbing permit, mechanical permit, etc. Please note that an electrical permit may be required for changes to the electrical service or wiring.	
9)	Foundation only permit for phased commercial and multifamily projects, 10 percent of the ICC Building Valuation.	
10)	Building permit extension (after two extensions have been previously authorized by the Building Official). The fee is 0.5 hours at the CEDD hourly rate (see Staff Review Fees under Other Fees section).	
10	Shell only permits for phased commercial and multifamily building, 80 percent of the ICC Building Valuation per square foot.	
11	Review of minor additions or revisions to plans before permit issuance, \$92 per hour, minimum, one hour. Major revisions to plans will require a new plan review fee. Revisions submitted in response to plan review comments do not require additional plan review fee. Shell only permits for phased commercial and multifamily	
12	Review of minor additions or revisions to plans after permit issuance, \$92 per hour, minimum, one hour.	
13	Review of deferred submittals, \$92 per hour, minimum one hour.	
14	Tenant improvements for shell building, 50 percent of the ICC Building valuation per square foot. Said tenant improvement is limited to nonstructural tenant alterations not included in the building permit for the new shell building. This work is limited to improvements of previously unoccupied space.	
15	Work without permits; double fees for building permits and plan review fees.	
16	Building permit extension (after two extensions have been previously authorized by the Building Official). The fee is 0.5 hours at the CED hourly rate (see Staff Review Fees under Other Fees section).	

Background/Basis:

Mobile home Setup Permit. Add new fee based on \$92.00 hourly rate for staff time, which is consistent with the permit application.

General Comments (by item #):

- 2) Added 2 hour minimum in order to cover costs for inspections occurring outside normal business hour (does not occur often).
- 6) City receives few expedited review requests, but when it does, procedures should be in place. This text amendment attempts to address these kinds of situations.
- 8) Delete this item. Temporary Certificates of Occupancy (TCO) are generally sought and acquired when a building is still under minor construction. It is also not uncommon for the applicant to reapply for a TCO. TCOs are often abused, and once issued, it is difficult to get the applicant to finish the projected.
- 9) Renumber as item 8.
- 9) New - Foundation only permit. Provides flexibility to the applicant to start a project before the building permit is issued.
- 10) Moved to bottom of list – Building permit extensions beyond two extensions – see item 16.
- 10) New -Shell only permit. Provides flexibility to the applicant to start a project before the building permit is issued.
- 11) New - Review of minor additions or revisions of plans before permit issuance. To deter applicants from submitting incomplete plans.
- 12) New – Review of minor additions or revisions of plans after permit issuance. To cover costs for additional plan review services after a permit is issued.
- 13) New – Review of deferred submittals. Deferred submittals are portions of a project design that are not submitted at the time of permit application and that are to be submitted to the Building Official within a specified time. The item provides clarifying language.
- 14) New – Tenant improvements for shell building. Provides flexibility to the applicant to start a project before the building permit is issued.
- 15) New – Work without permits. This item affirms current practices in addition to restating what is already in the ICCs (International Code Council).
- 16) Was previously listed as item 10 – Building permit extensions beyond two extensions.

4) Amendments to Part F. Public Works Permit Fees

F. PUBLIC WORKS PERMIT FEES		
Permits		
Site Development Permit (covers site work, including erosion control, clearing, grading and drainage)		
	Project Value	Permit Fee
	\$0 - 15,000	\$500.00 \$920.00
	\$15,001 - \$50,000	\$1,000.00 \$1,840.00
	\$50,001 - \$150,000	\$2,500.00 \$4,600.00
	\$150,001 - \$1,000,000	\$4,500.00 \$8,280.00
	Over \$1,000,001	\$9,000.00 \$16,560.00
<i>Project Value is defined as the value of all improvements outside the building footprint.</i>		
Right-of-Way Permit (authorization to use right-of-way for minor construction, parking or other non-intrusive use)		\$150.00 \$184.00 plus any staff time in excess of 2 hours at \$92.00 per hour
Annual Right-of-Way Permit (authorization for utility companies to use right-of-way for non-intrusive maintenance activities)		\$500.00
Right-of-Way Vacation Permit ("Sale" or vacation of city right-of-way to abutting property owners)		\$1,000.00 \$1,840.00
Street Opening Permit (Used to install new or repair/upgrade existing private and public facilities located in a street right-of-way; includes pavement cuts, excavation, traffic control, etc.)		\$500.00 \$920.00 plus any staff time in excess of 10 hours at \$92.00 per hour
Oversize Load Permit (all vehicles in excess of legal weight or size limitations according to RCW 46.44 shall obtain an oversize load permit prior to operating on Lakewood streets)		Individual \$100.00 184.00 Annual \$300.00 \$552.00 Additional costs shall apply if police escorts or signal technician work is required.
Right-of-Way Tree Cutting Permit (for residential or commercial cutting on or along a lot or in an area zoned for more than one single family home)		\$200.00

Background/Basis:

General Fee Increase: With the exception of the Annual Right-of-Way Permit (below), the fee increases are related to the fee change that was effective January 2020 (approved by the City Council in November 2019), which increased the staff time rate to \$92.00 per hour. At that time, the department, through an oversight, had not factored in the new \$92.00 hourly rate to reflect the true cost recovery needed for these permits. The proposed changes incorporates the new hourly rate.

Annual Right-of-Way (ROW) Permit: This is a new fee. In 2020 the PWE department implemented this new fee as a means of ensuring activities by utility companies that are routine and relatively non-intrusive but still within the ROW were reported to the department for tracking as well as keeping the utility franchisees in compliance with their franchise agreements. In 2020, the department agreed to issue the fee under a standard ROW permit as it was difficult to ascertain how much activity would be reported weekly and annually as well as the amount of time it would take to manage the new permit. PWE assessed the actual level of effort through September and extrapolated through the end of the year and determined the appropriate fee should be \$500 to cover costs. PWE will continue to monitor the cost of issuing this permit and propose amendments as necessary without affecting other ROW permits since this is a standalone fee.

5) Amendments to Part G. Parks and Recreation Programs

Fee Type		Fee Amount
G. PARKS AND RECREATION PROGRAMS (Facility/Use)		
Parks, Recreation & Community Services		
Boat Launch		
Per launch (Credit/Debit Cards Only)		\$15.00
Resident Season Pass		\$100.00 \$125.00 plus tax
Non-Resident Season Pass		\$130.00 \$150.00 plus tax
Overnight Pass		\$50.00
Commercial Pass		\$250.00
Farmers Market Outdoor Market Vendors	Daily Rate/ Farmers Market	Seasonal/Farmers Market AM or PM
Regular Stall 10x10	\$25.00	\$260.00
Regular Stall 10x 20 or Food Trucks	\$50.00	\$585.00
10x10 Stall W/ Electricity	\$30.00	\$300.00
Pull-Through Stall	\$50.00	\$585.00
Payment Plan Processing	\$35.00	\$35.00
Please note that this fee structure does not apply to the City's annual SummerFEST event. Fees for SummerFEST vendors, sporting event coordinators, specialty activities, food trucks and other event elements may vary based on activity, logistics, location, anticipated guests, number of days or hours of operation, sponsorship, in-kind services and other conditions.		

Background/Basis:

Boat Launch: The permit provides year round access to the boat launch at American Lake Park. The City's current rate for season passes is \$100.00 for resident and \$130.00 for non-resident. The City's rate is low compared to other local boat launches. An annual pass including sales tax at Point Defiance is \$275.00 and \$130.00 for non-motorized launches and an annual pass for Spanaway Lake is \$100.00. Because capacity is limited at this site and use is high, the fee increase should not result in a decrease in the number of passes sold annually. It is still a good value for the regular boat launch user at this park.

Farmers Market: Updated the fee category title and simplified the fee schedule for Lakewood's Farmers Market. In 2021, the City's PRCS department will organize a variety of events which often include food, arts and crafts and other types of vendors. Events include a farmers market, night market, concerts, drive-in movies and seasonal and outdoor events. Renaming this fee category from Farmers Market to Outdoor Market vendors and charging a daily rate provides flexibility in pricing since the number of weeks vary each year and events have been reduced or extended for various reason. These events are highly requested by vendors from throughout the region so eliminating a discount will not reduce the quality or quantity of participation. Other reasons for updating the fee schedule are due to not offering electricity, adding a space definition versus a drive through option and payment plans are no longer available.

6) Amendments to Part J. Rental Housing Safety Program

Fee Type		Fee Amount
J.	RENTAL HOUSING SAFETY PROGRAM	
	Community & Economic Development	
	Detached Single Family Rental Flat Fee Per Unit	\$12.00
	Multi-Family Rental Flat Fee Per Unit	\$12.00
	Late Fee for Rental Housing Registration (up to one month past due):	
	<p>Any applicant or licensee who fails to make application for a Rental Housing license or renewal, within 30 days after expiration of their rental license or of the commencement of business in the case of a new rental business, shall be subject to a late application fee, computed at 100 percent of the cost of the applicable license fee.</p>	

Background/Basis:

When the program started, the City did not charge a late registration fee. However, over the past year we have been charging late fees. Basis to do so is found in 5.02.130 (Late Application Fee) and 5.60.110 (RHSP Rulemaking). The amount of the late fee is double the base fee. The base fee under the rental housing program is \$12/unit. The amount of the late fee charge would then be \$24/unit.


7) Amendments to Part K. Small Cell Franchise Administrative Fee

Fee Type		Fee Amount
K.	SMALL CELL FRANCHISE ADMINISTRATIVE FEE SMALL WIRELESS FACILITIES	
	Community & Economic Development	
	Requires a deposit of \$5,000.00 with Small Cell franchise application. The deposit is intended to cover all administrative expenses incurred by the City (including staff/consultant related time) associated with the review of each franchise application and associated franchise negotiations. Additional fees may apply if additional staff/consultant related time is necessary. Any application fee deposit monies not used for administrative expenses associated with the review of each franchise application and franchise negotiation will be returned to the applicant following the approval or denial of the franchise by the City Council. This administrative fee excludes normal permit fees required for work within the City Rights-of-way. City personnel will be tracking all hours expended for each Small Cell application review and franchise negotiation.	
	Interim Small Cell Facility Permit Fee: \$100.00 per small cell facility, plus time and materials beyond the base amount. Interim Annual ROW Access & Pole Attachment Fee: \$270.00, plus time and materials beyond the base amount. Interim New Pole for Small Cell Facility Attachment(s): \$1,000.00 per pole, plus time and materials beyond the base amount.	
	Small Wireless Franchise Fee Deposit. Requires a deposit of \$5,000.00 with Small Wireless franchise application. The deposit is intended to cover all administrative expenses incurred by the City (including staff/consultant related time) associated with the review of each franchise application and associated franchise negotiations. Additional fees may apply if additional staff/consultant related time is necessary. Any application fee deposit monies not used for administrative expenses associated with the review of each franchise application and franchise negotiation will be returned to the applicant following the approval or denial of the franchise by the City Council. This administrative fee excludes normal permit fees required for work within the City Rights-of-way. City personnel will be tracking all hours expended for each Small Wireless application review and franchise negotiation. This deposit may also be applied to administrative costs associated with negotiate a Master License Agreement for Small Wireless Facilities on City Facilities.	\$5,000.00
	Small Wireless Facility Permit Fee (per facility)	\$100.00
	Small Wireless Facility Annual ROW Access Fee (in lieu of ROW permits)	\$270.00
	Small Wireless Facility Pole Attachment Fee ("Rent" per facility on City facilities) - This fee is prorated based on the number of days covered from Rent Commencement Date to December 31.	\$276.75
	Small Wireless Facility Pole Replacement Fee (per replaced pole)	\$1,000.00

Background/Basis:

Updated fee category to better reflect the associated fees. Also broke down the costs in individual lines for clarity and added the specific pole attachment fee amount to reflect the increase in cost per CPI (2019).



TO: Mayor and City Council
FROM: Tiffany Speir, Long Range & Strategic Planning Manager
THROUGH: John Caulfield, City Manager 
DATE: November 16, 2020
SUBJECT: Coronavirus Relief Fund (CRF) Grant Funding Status

The City of Lakewood was awarded a total of \$2,685,150 in CRF Program funds in two rounds. The City Council adopted Resolution 2020-11 on June 15 establishing guidance and budget priorities for disbursement of the first round of funds to outside parties and to the City for certain COVID-19 response costs; the Council provided additional policy direction at its September 16 meeting when the second round of funds was discussed.

Since November 9, the City has submitted a reimbursement request to the Department of Commerce for October activity totaling \$597,583.37.

\$2,249,648.24 in CRF funds have been allocated to external recipients. As of drafting this memorandum, the City has disbursed \$1,604,682.65 to external recipients through regular and special check runs. The remaining disbursements will occur on November 23 (and 30 if needed.)

The City set November 13 as the last day for potential recipients to submit all paperwork to the City for their small business and child care provider grant. LASA will be submitting its final reimbursement request no later than November 25 in order to maximize the number of residents they can assist with rental payments.

The City will be reallocating any remaining grant funds to CRF-eligible City costs. Included below is a summary of how the CRF grant funds have been allocated to date.

TOTAL CRF Funds	\$2,685,150.00
Total Public Partners through 11/3/20	\$200,413.00
Total Human Services Partners and Child Care through 11/3/20 (\$891,640 HmnSvcs + \$68,927 Child Care= \$960,567)	\$960,567.00
Total Business & Commercial Landlord Assistance through 11/3/20 (\$718,137.79 SmBiz + \$370,530.45 CLL = \$1,088,668.24)	\$1,088,668.24
Total Round 2 Funds Set-Aside for external then internal costs (\$180,050 - \$180,050 external costs = \$0)	\$0.00
Subtotal CRF Grant Scheduled Disbursements to External Recipients	\$2,249,648.24
City CRF Allocations through 11/3/20	\$434,080.08
Remaining CRF Funds	\$1,421.68