



LAKEWOOD CITY COUNCIL STUDY SESSION AGENDA

Monday, June 28, 2021
City of Lakewood
7:00 P.M.

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 call in to listen by telephone via Zoom: Dial +1(253) 215- 8782 and enter participant ID: 868 7263 2373

Page No.

CALL TO ORDER

ITEMS FOR DISCUSSION:

- (3) 1. South Sound Housing Affordability Partners (SSHA³P) Update. – (Memorandum)
- (47) 2. Joint Parks and Recreation Advisory Board meeting. – (Work Plan)
- (48) 3. Prosecution Services Update. – (Memorandum)
- (62) 4. Review of state law related to legal holidays. – (Memorandum)

ITEMS TENTATIVELY SCHEDULED FOR THE JULY 6, 2021 REGULAR CITY COUNCIL MEETING:

- 1. Proclamation in recognition of the Pierce County Library Systems 75 Years of Service.
- 2. Clover Park School District Report.
- 3. Reappointing Chelene Potvin-Bird and Linda Smith to serve on the Lodging Tax Advisory Committee through November 1, 2023. – (Motion – Consent Agenda)
- 4. Amending Lakewood Municipal Code Chapter 1.12 related to City Holidays. – (Ordinance – Regular Agenda)
- 5. Adopting the 2021 Comprehensive amendments. – (Resolution – Regular Agenda)

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.

REPORTS BY THE CITY MANAGER

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.



TO: City Council

FROM: Tiffany Speir, Long Range & Strategic Planning Manager

THROUGH: John Caulfield, City Manager *John P. Caulfield*
Dave Bugher, Assistant City Manager for Development Services

DATE: June 28, 2021

SUBJECT: Lakewood participation in SSHA³P

ATTACHMENTS: April, 2021 Letter from Lakewood to SSHA³P Steering Committee (Attachment A); Summary of Responses to Lakewood Letter (Attachment B); June 17 Version of SSHA³P Intergovernmental Agreement (IGA) (Attachment C); Meeting Minutes from June 2, 2021 SSHA³P Steering Committee (Attachment D)

BACKGROUND

The Lakewood City Council has been considering whether to join the South Sound Housing Affordability Partners (SSHA³P) since November 2020. Concerns regarding SSHAP's proposed purpose, structure and draft Intergovernmental Agreement (IGA) were voiced by Council Members at several City Council meetings that were then communicated to the SSHA³P Steering Committee in an April 20, 2021 letter (**Attachment A.**)

DISCUSSION

Since receiving Lakewood's letter, the SSHA³P Steering Committee and Full Group have met to discuss the reactions to the proposed IGA from not only Lakewood but other jurisdictions as well. **Attachments B, C, and D** include summaries of the SSHA³P discussions about Lakewood's and other cities' comments and the resulting proposed edits to the IGA currently being considered.

On June 23, Mayor Anderson, City Manager John Caulfield, and Long Range & Strategic Planning Manager Tiffany Speir met with Pierce County Executive Bruce Dammeier and SSHA³P Facilitator John Howell to review the proposed IGA amendments based on Lakewood's letter. The discussion was a positive one and reflected SSHA³P representatives' sincere desire to address the City's concerns. The City Manager shared that he had recommended participation in SSHA³P to the City Council, and also had had multiple conversations with his peers about the organization and had spoken in favor of their respective jurisdictions participating as well.

SSHA³P representatives will be present at the June 28 City Council Study Session to answer any additional questions the Council may have.



April 20, 2021

Bruce Dammeier, County Executive and Victoria Woodards, Mayor of Tacoma, SSHA³P Co-Chairs
c/o John Howell, Facilitator for SSHA³P
Cedar River Group
Transmitted via email

Don Anderson
Mayor

Jason Whalen
Deputy Mayor

Mary Moss
Councilmember

Michael D. Brandstetter
Councilmember

Patti Belle
Councilmember

Linda Farmer
Councilmember

Paul Bocchi
Councilmember

John J. Caulfield
City Manager

Dear Executive Dammeier and Mayor Woodards:

The Lakewood City Council has reviewed the March 25, 2021 draft Interlocal Agreement (ILA) for the South Sound Housing Affordability Partners (SSHA³P), and is providing the following requests to you for consideration.

1) Sections 2 and 3 of the draft ILA describe SSHA³P as being established cooperatively by Pierce County, the cities and towns in Pierce County, and Tribes that sign onto the agreement. The City of Lakewood requests that the ILA be amended to require a minimum participation of at least 60%, or at least 14, of the 23 municipal jurisdictions in Pierce County in SSHA³P. This would ensure that the group will truly be a countywide, cooperative effort.

2) Section 10 of the draft ILA proposes an automatic renewal of the ILA after two years unless proactive action is taken to terminate it. The City of Lakewood requests that this section be amended to read:

“AGREEMENT DURATION. This Agreement will be in full force and effect for a period commencing as provided in Section 34, and ending December 31, 2023. This Agreement may be renewed for successive two-year terms by a supermajority of the SSHAP membership, with or without amendments to its terms.”

The edited language above ensures that at regular intervals, there will be a substantive discussion about the successes or failures of SSHA³P and whether there are needed changes to its structure, budget or operations.

3) Section 11 of the draft ILA provides for Termination of the Agreement “at any time by affirmative vote of a majority of the legislative bodies of the Parties to this Agreement.” The Lakewood City Council requests that additional language be added to Section 11 also identifying circumstances under which SSHA³P may be disbanded, such as but not limited to:

- a. When action items included in the Annual Work Plan as described in Section 4a are not accomplished within the time frame identified; and
- b. When the SSHAP³P budget available through members' contributions proves inadequate to provide support for the proposed Annual Work Plan and/or staffing.

Thank you for your consideration of these amendments to the SSHAP ILA. Their inclusion will assist Lakewood in the decision whether to join.

Sincerely,



Mayor Don Anderson

Cc: Lakewood City Council
John Caulfield, Lakewood City Manager

Comments on Draft SSHA³P Intergovernmental Agreement and Proposed Responses

Topics for Discussion by Steering Committee and Full Group June 2

1. Threshold for creation of SSHA³P (Lakewood)

Suggested Edit: (Sections 2 & 3) Require a minimum of 14 municipal jurisdictions to participate in SSHA³P.

Rationale: This would represent at least 60% of the 23 municipal jurisdictions and would ensure that the effort is countywide and cooperative.

Action: Added the following language to Section 2 (Purpose): “It is the intent of the Parties to create a collaboration that involves Parties representing geographic diversity across the county, and representing governments of different sizes.”

2. Renewal of agreement (Lakewood)

Suggested Edit: (Section 10) Amend the agreement to require every two years a supermajority of SSHA³P members approve the IGA.

Rationale: Ensures that at regular intervals there will be discussion about the successes or failures of SSHA³P and whether there are needed changes to budget, structure or operations.

Action: None. Rely on existing language in Section 19 (Amendments) that requires Executive Board to review IGA at least every five years, and language in Section 12 (Withdrawals) that allows parties to withdraw from SSHA³P at any point after the first term is completed.

3. Circumstances for termination of agreement (Lakewood)

Suggested Edit: (Section 11) Identify circumstances under which SSHA³P may be disbanded, including but not limited to: a) when actions in the annual work plan are not accomplished on schedule; or b) when the SSHA³P budget available through members’ contributions is inadequate to provide support for the work plan and/or staffing.

Action: Added language to Section 4a (Roles and Responsibilities): “The Executive Board will determine how it will track, monitor and report on progress on the work plan and the timeliness of deliverables.”

Added language to Section 11 (Termination of Agreement): “Parties may consider multiple factors/reasons for termination, including but not limited to the timeliness of work plan deliverables and the sufficiency of dues to support the work plan and SSHA³P staff.”

4. Public records request (Pierce County, Tacoma and Sumner)

Suggestion: Proposed new text for Section 16 (Public Records)

Action: New text proposed for Section 16 (Public Records Requests) by County PA and Tacoma City Attorney

5. Insurance (Tacoma)

Suggestion: An errors and omissions policy should be acquired for those board members who are exposed due to serving in a ‘volunteer capacity’ under the definitions of the law who are not covered by policies held at their own agency. Council appointment of the representative does not change the voluntary capacity designation under the law.

Action: Include errors and omissions coverage in SSHA^{3P} budget (initial estimates range from \$5,000-15,000).

6. Amending the IGA (Pierce County and Tacoma)

Suggested Edit: (Section 19) Amend text to reflect that any amendment to IGA requires the approval of all parties per state statute.

Rationale: Per the terms of the Interlocal Cooperation Act

Action: Done, in Section 19 (Amendments)

**Intergovernmental Agreement for SSHAP
South Sound Housing Affordability Partners**

(Effective Date: **Date of Execution**)

This Intergovernmental Agreement ("Agreement") is entered into by and between the Cities of **??**, Pierce County (each municipal corporations and political subdivisions of the State of Washington), and the Puyallup Tribe of Indians, a federally-recognized Indian tribe (the Tribe) Individually each member of SSHAP is a "Party" and collectively, the "Parties". This Agreement relates to the creation and operation of a joint undertaking among the Parties hereto to be known as the South Sound Housing Affordability Partners ("SSHAP"). This Agreement is made pursuant to the Intergovernmental—Interlocal Cooperation Act, chapter 39.34 RCW, and has been authorized by the legislative body of each government.

WHEREAS, the recent increases in the cost to purchase or rent housing in Pierce County has resulted in more than one-third of all households in the county considered cost-burdened, paying more than 30% of their income for housing costs; and

WHEREAS, in the past decade increases in Pierce County median home sales prices (108%) and rental rates (78%) have dramatically outpaced the increases in median household incomes (10%); and

WHEREAS, the recent global pandemic has placed new pressures on the housing market, with the economic downturn~~new~~ resulting in many households unable to afford rent or mortgage payments, anticipated increases in the number of evictions and foreclosures (including among those small rental property owners who have not been receiving rental payments), and at the same time increased demand for purchasing homes due to historically low interest rates and the large increase in the number of those now working remotely; and

WHEREAS, the Parties have a common goal to ensure the availability of housing that meets the needs of residents and workers at all income levels in Pierce County, including but not limited to families, veterans, and seniors; and

WHEREAS, the Parties share a common goal to eliminate housing inequities for all races, ethnicities and other vulnerable or

marginalized communities and geographic locations in Pierce County; and

WHEREAS, the Parties wish to provide a sound base of housing policies and programs in Pierce County and to complement the efforts of local governments and existing public and private organizations to address housing needs in Pierce County; and

WHEREAS, the Parties wish to act cooperatively to formulate policies that create access to affordable/attainable housing policies and strategies that address housing stability by helping homeowners and renters stay in their homes, ensure an ample housing supply that remains affordable for all income levels, provide incentives for affordable/attainable housing for lower and middle income households, foster efforts to preserve and provide access to affordable/attainable housing by combining public funding with private-sector resources, and support implementation of the goals of the Washington State (the "State") Growth Management Act, related countywide planning policies, and other local policies and programs relating to providing access to affordable and attainable housing, and to do so efficiently and expeditiously; and

WHEREAS, the Parties have determined that the most efficient and effective way for the Parties to address access to affordable and attainable housing needs in Pierce County is through cooperative action and pooling their resources to create a larger scale of activities than any one Party could accomplish on their own, achieve economies of scale, and leverage other public and private resources; and

WHEREAS, the intent of this cooperative undertaking is not to duplicate efforts of non-profit corporations and other entities already providing affordable/attainable-housing-related services; and

WHEREAS, a cooperative work plan with a primary focus on the production and preservation of affordable/attainable housing, is needed because the lack of access to affordable/attainable housing is one of the key contributors to homelessness;

WHEREAS, the Parties are each empowered to promote the public health, safety, and welfare, pursuant to RCW 36.32.120(7), RCW 35.22.195, and RCW 35A.11.020; and

WHEREAS, the parties are authorized by Revised Code of Washington 39.34 to enter into agreements for the joint exercise of governmental powers.

NOW, THEREFORE, ~~in consideration of the mutual promises, benefits and covenants contained in this Agreement and other valuable consideration, the sufficiency of which is acknowledged,~~ the Parties agree to the above Recitals and the following terms and conditions:

1. DEFINITIONS. The following terms used in this Agreement are defined as follows:

a. *Administering Agency* - One or more of the Parties that will provide administrative support services on behalf of SSHA³P. The role of the Administering Agency will be to serve as the fiscal agent for SSHA³P, in accordance with the requirements of chapter 39.34 RCW, and provide space and administrative support for the SSHA³P staff. These roles could be provided by one Party or the roles could be split and provided by two Parties.

b. *Advisory Board* - A board consisting of 15 to 20 community members and/or key stakeholders appointed by the Executive Board to provide advice and recommendations to the Executive Board on policy needs related to housing stability, program design and development, land and/or funding resource allocation for enhancing access to affordable/attainable housing projects, and other immediate affordable/attainable housing needs, and to provide public education and community outreach support.

c. *Area of Activity* - The area in Pierce County where SSHA³P is expected to conduct its work, and where future expansion of SSHA³P membership could occur, as further described in Exhibit A.

d. *Direct Service Housing* - Direct service housing programs may include but are not limited to relocation assistance programs, rent voucher and/or deposit loan programs.

e. *Executive Board* - The governing board for SSHA³P comprised of members as provided herein, which will act on behalf of all Parties and as may be in the best interest of SSHA³P in order to carry out the purposes of this Agreement.

ef. *SSHA³P Fund* - A fiduciary ~~special~~ fund established by the Administering Agency, as authorized by RCW 39.34.030, to be known as the "Operating Fund of the SSHA³P Executive Board". Within the SSHA³P Fund may be established various ~~accounts~~ subfunds and/or subaccounts including but not limited to a "SSHA³P Operating Account" and a "Housing Capital Funds Account".

i. *SSHA³P Operating Account* - A ~~sub~~ subaccount or subfund created by the Administering Agency for the receipt of contributions from the Parties and other private or public entities, for the purpose of paying for the operations of and supporting the SSHA³P annual budget.

ii. *Housing Capital Funds Account* - A ~~sub~~ subaccount or subfund established by the Administering Agency within the SSHA³P Fund for the purpose of administering the voluntary contributions of Parties, or other public or private entities, to affordable/attainable housing projects and programs, to be known as the SSHA³P Housing Capital Funds Account. The amounts in the Housing Capital Funds Account will be held and disbursed by the Administering Agency.

iii. *Individual Account(s)* - One or more subaccounts or subfunds established within the Housing Capital Funds Account for each Party to this Agreement that chooses to contribute to the Housing Capital Funds Account. Contributions to an Individual Account from a Party may be released only upon, and in accordance with, the written direction of that Party.

~~fg.~~ *SSHA³P Executive Manager* - The managing lead staff for SSHA³P, ~~reporting to the Executive Board, will be~~ responsible for carrying out the SSHA³P annual work plan, as developed by the Executive Board, and other terms of this Agreement. The Executive Manager will be an employee of the Administering Agency subject to the human resource rules and requirements of that agency.

~~gh.~~ *SSHA³P Staff* - The full-time and part-time staff hired or assigned by the Administering Agency with the responsibility for carrying out the SSHA³P work plan, under the direction of the SSHA³P Executive Manager.

2. PURPOSE. All Parties to this Agreement have responsibility for local, regional and tribal planning for the provision of housing affordable to residents that work and/or live in Pierce County. The Parties agree to act cooperatively to formulate housing policies that address access to affordable/attainable housing, housing stability and to foster efforts to preserve and create affordable/attainable housing by combining public funding or other resources with private-sector resources. In order to accomplish the purposes of this Agreement, the Parties agree to create a joint, voluntary and cooperative undertaking responsible for administering the activities described herein. The cooperative undertaking among the Parties will be

called the South Sound Housing Affordability Partners ("SSHA³P"). The Parties further intend that this Agreement serve as a framework for all participating municipalities within the broader SSHA³P Area of Activity to do the aforementioned work. It is the intent of the Parties to create a collaboration that involves members representing broad geographic diversity across the county, governments of different sizes, and regional perspectives about affordable, attainable and accessible housing needs and solutions. The Parties encourage other cities and tribes and other public and private entities in Pierce County within the SSHA³P Area of Activity to join the Parties in this endeavor.

Commented [J1]: Discuss with Lakewood

3. STRUCTURE; CREATION OF JOINT BOARD. By executing this Agreement, the Parties hereto create a joint board pursuant to RCW 39.34.030(4) to govern SSHA³P. The joint board created by this Agreement will be called the "Executive Board" and will be composed of members as provided for in Section 5.a of this Agreement. The Joint Board created in this Agreement is not a separate legal or administrative entity within the meaning of RCW 39.34.030(3). The Executive Board will act on behalf of all Parties and as may be in the best interest of SSHA³P in order to carry out the purposes of this Agreement. The Executive Board is not authorized to own assets or have employees.

4. RESPONSIBILITIES AND AUTHORITY. In order to carry out the purposes of SSHA³P and this Agreement, the Executive Board will have the responsibility and authority to:

a. Create and implement an annual work plan approved by the Executive Board to guide the work of SSHA³P Staff. The work plan will include activities that may benefit multiple participating jurisdictions or individual jurisdictions. The work plan activities will be consistent with the purpose described in this Agreement. The Executive Board will determine how it will track, monitor and report on progress on the work plan and the timeliness of deliverables. For purposes of accountability and transparency, this will include methods for timely reporting to members and to the public.

Commented [J2]: Discuss with Lakewood

b. Make decisions regarding the allocation of public and private funding deposited into the SSHA³P Housing Capital Funds Account for the purpose of enhancing access to affordable/attainable housing.

c. ~~Direct~~ Recommend to the Administering Agency to enter into agreements with third parties for the use and application of public and private funds contributed by individual

Parties to the SSHA³P Fund, including the Housing Capital Funds Account established in Section 14, under terms and conditions as may be agreed by the individual contributing Parties, as further described in Section 14. At least annually, report to the Parties on the geographic distribution of all housing capital funds as recommended by the SSHA³P Executive Board.

d. Guide the SSHA³P Staff in the performance of the following duties:

- i. Provide recommendations to the Parties regarding local and regional policies to improve access to affordable/attainable housing. SSHA³P Staff may assist the Parties in developing strategies and programs to achieve State Growth Management Act housing goals, growth targets, local Comprehensive Plan Housing Element goals, and local housing strategy plans, as appropriate.
- ii. SSHA³P Staff may provide technical assistance as requested to any Party considering adoption of land use incentives or requirements, or programs to enhance access to affordable/attainable housing. SSHA³P Staff may research model programs, develop draft legislation, prepare briefing materials and make presentations to planning commissions and councils on request by a Party. SSHA³P Staff may assist Parties in developing strategies and programs to implement county-wide affordable/attainable housing policies to meet State Growth Management Act objectives, growth targets, local Comprehensive Plan Housing Element goals, and local housing strategy plans for an equitable and rational distribution of low- and moderate-income housing.
- iii. Facilitate cooperation between the private and public sector with regard to the provision of and access to affordable/attainable housing. SSHA³P Staff may communicate directly with private developers, financial institutions, non-profit corporations and other public entities to assist in the implementation of affordable/attainable housing projects. SSHA³P Staff may work directly with any Party to provide technical assistance with regard to the public funding of affordable/attainable housing projects and the

implementation of affordable/attainable housing regulatory agreements for private developments.

- iv. SSHA³P Staff may also identify public and private sites that are available for affordable/attainable housing and develop housing alternatives for such sites.
- v. After the Housing Capital Fund is created, develop standard regulatory agreements acceptable to private and public financial institutions to facilitate the availability of funding for private and public projects containing affordable/attainable housing, and other documents and procedures as appropriate.
- vi. Provide other technical advice to any Party upon request and, as staff capacity allows, to enter into agreements to provide technical assistance to other public entities on a reimbursable basis.
- vii. Provide support and educational activities and to monitor legislative and regulatory activities and proposed policy changes related to enhancing access to affordable/attainable housing at the county, state and federal levels. Ensure that the Parties to this Agreement have a strong Pierce County voice in federal, state and regional decision making regarding affordable/attainable housing programs, policy and funding. All lobbying activities will comply with state laws and regulations.
- viii. After the Housing Capital Fund is created, develop and carry out procedures for monitoring of affordable/attainable units and to administer direct service housing programs on behalf of any Party. Such direct service housing programs may include but are not limited to relocation assistance programs, rent voucher and/or deposit loan programs.
- ix. Work directly with other public and private entities for the development of affordable/attainable housing policies and encourage the provision and preservation of affordable/attainable housing.

- x. Work with the Advisory Board appointed under this Agreement and Pierce County agencies and organizations working on regional housing stability and access to affordable and attainable housing, identify trends and promising practices, and mobilize those agencies and organizations to support Pierce County positions in regional, state and federal decision-making forums.
- xi. Support public and private fundraising efforts of public and private entities (including non-profit corporations) to raise funds to carry out the purposes of this Agreement. Enter into agreements with those entities for the use of such funds in order to carry out the purposes of this Agreement.
- xii. As ~~directed-recommended~~ by the Executive Board, accept public and private funding, receive and invest those funds in accordance with State and Federal law, and take other appropriate and necessary action to carry out the purposes of this Agreement.

5. EXECUTIVE BOARD.

a. Membership. SSHA³P will be governed by an Executive Board composed of individuals who represent the perspectives of their governments.~~have authority to make decisions on the Board on behalf of their governments.~~

- For cities/towns: Members will either be Mayors or, as designated by the Mayor, Council members or a City Manager/Administrator.
- For tribes: Members will be the Tribal Council Chair or a member of the Tribal Council as designated by the Chair.
- For the county: Members will be the County Executive, and the County Council Chair (or their designee).

Each Party will have one vote on the Executive Board. For purposes of voting, the County shall be considered an individual Party and entitled to one vote. The vote will be split equally between the County's two Executive Board members.

Municipalities, local governments, tribes and public agencies within the Area of Activity may become Parties to this Agreement with representation on the Executive Board described in this Section 5, upon satisfaction of the requirements of Section 20.

The Executive Board will administer this cooperative undertaking under the terms of this Agreement and under any procedures adopted by the Executive Board.

b. Officers. The Chair and Vice Chair of the Executive Board will be elected by the members of the Board from the Board membership. The Chair, or in their absence the Vice Chair, will preside over all meetings of the Executive Board; and will, in the absence of an Executive Manager provided for in Section 6 of this Agreement, process issues, organize meetings and provide for administrative support as required by the Executive Board. The Chair will serve a one-year term, but may be reelected by the Executive Board for one additional term.

c. Alternate Member. Each member of the Executive Board may designate one alternate member who will serve in the place of the member on the Executive Board during the member's absence from a meeting. Notice of the designation will be provided to the Chair of the Executive Board. An alternate member may only vote on behalf of the Party if the Chair has received written notice of the alternate's appointment. It is not intended that alternates will serve on the Board in an ongoing capacity.

d. Powers. It is intended that the Executive Board will serve as a decision-making body for SSHA³P. The Executive Board will have the power to:

- i. develop and ~~approve~~ recommend an annual budget and annual work plan for SSHA³P and oversee the management of the SSHA³P Fund;
- ii. adopt procedures for the administration of SSHA³P (including securing any necessary legal counsel as needed) and for the conduct of meetings;
- iii. make recommendations to the Parties concerning planning, policy, programs and the funding of projects to enhance access to affordable/attainable housing;
- iv. establish policies for the expenditure of SSHA³P budgeted items;
- v. work with the designated Administering Agency (see Section 6) to carry out the terms of this Agreement;
- vi. work with the Administering Agency to establish a special fund within the Administering Agency as authorized by RCW 39.34.030, to be known as the "Operating Fund of the SSHA³P Executive Board" ("SSHA³P Fund") within which Fund may be established various accounts and subaccounts including but not

- limited to a "SSHA³P Operating Account" (into which will be deposited funding for the SSHA³P operating budget) and a "Housing Capital Funds Account";
- vii. hold regular meetings on those dates and at those places as the Executive Board may designate;
 - viii. ~~recommend that~~ the Administering Agency ~~to~~ enter into contracts and agreements for the provision of personnel and other necessary services to SSHA³P, including accounting and legal services and the purchase of insurance, and ~~authorize~~ advise the Administering Agency to execute such other contracts, agreements or other legal documents necessary with public and private entities for SSHA³P to carry out its purposes;
 - ix. work with the Administering Agency to: establish the responsibilities for the SSHA³P Executive Manager, ~~direct and oversee the Administering Agency in~~ conduct the hiring process and performance review for that position and direct and oversee the activities of the SSHA³P Executive Manager;
 - x. create a recruitment process and appoint members of the Advisory Board;
 - xi. assist with incorporating and/or work with a non-profit corporation to accept grants, donations and other funds on behalf of SSHA³P and ~~direct~~ recommend the Administering Agency to enter into contracts or other agreements with such agency for the use of those funds to carry out the purposes of this Agreement; and
 - ~~i-xii.~~ xii. take whatever other action is necessary to carry out the purposes of this Agreement.

6. ADMINISTRATION AND OVERSIGHT. The Executive Board will have final decision-making authority on behalf of SSHA³P over all legislative priorities and administrative matters within the scope of this Agreement. The Executive Board may delegate responsibility for general oversight of the operations of SSHA³P to an Executive Manager. The SSHA³P Executive Manager will submit quarterly budget performance and progress reports on the status of the work program elements to the Executive Board and annually to the legislative body of each Party. The reports and their contents will be in a form acceptable to the Executive Board.

The Executive Board will, by two-thirds supermajority vote, designate one or more of the Parties to serve as the Administering Agency, which will provide administrative support services on behalf of SSHA³P. ~~Pierce County will be the SSHA³P Administering~~

~~Agency serving as the fiscal agent (in accordance with the requirements of chapter 39.34 RCW) and providing administrative support services.~~ To change the Administering Agency, the Executive Board will, by two-thirds supermajority vote, designate one or more of the Parties to serve as the Administering Agency. Each Party that serves in the capacity of Administering Agency hereby agrees to comply with the terms of this Agreement applicable to the Administering Agency in order to permit SSHAP to carry out its purposes. SSHAP will be staffed with personnel funded by the Parties and/or independent contractors contracting with the Administering Agency on behalf of SSHAP.

Any Party providing personnel to SSHAP will remain solely responsible for the continued payment of all compensation and benefits to those personnel as well as for any worker's compensation claims. All Parties will cooperate fully in assisting SSHAP to provide the services authorized in this Agreement.

7. MEETINGS OF EXECUTIVE BOARD.

a. Frequency. The Executive Board will meet as often as it deems necessary, but not less often than quarterly. Executive Board meetings will comply with the requirements of the State Open Public Meetings Act (OPMA).

b. Quorum. A quorum at any meeting of the Executive Board will consist of the Board members (or alternates) who represent a simple majority of the Board's membership. Executive Board members (or alternates) may participate in any meeting by phone and/or video conferencing for all purposes, including but not limited to voting and establishing a quorum.

c. Action. No action may be taken except at a meeting where a quorum exists. Action by the Executive Board requires an affirmative vote by a majority of the Board's membership, provided however, that a supermajority (two-thirds of Board members) will be required to change the Administering Agency, or to modify the proposed contribution methodology for dues and assessments (see Section 15). Official action by the Executive Board may be conducted by motion, resolution, declaration, or such means as determined to be necessary by the Executive Board in their procedures for conducting meetings (referred to in 5.d above), provided however, changing the Administering Agency or Agencies shall be completed by resolution. All official action of the Executive Board shall be recorded in its official minutes. Each Executive Board member, or his or her alternate, will have one vote on any proposed action; except that shared member voting shall

be in accordance with the Executive Board's approval under Section 5 (a). Proxy voting will not be allowed. To the extent applicable to meetings of the Executive Board, the Executive Board will comply with applicable requirements of the Washington State Open Public Meetings Act (chapter 42.30 RCW).

8. ADVISORY BOARD.

a. Purpose and Role. The Executive Board will create an Advisory Board to provide advice and recommendations on the work of SSHAP. Specific objectives shall be to advise the Executive Board regarding: assessment of affordable/attainable housing needs for different populations in Pierce County; the development of policies and/or funding resources to meet those needs; the priorities for allocation of future SSHAP capital resources to create or preserve access to affordable/attainable housing; input on program design and development related to housing affordability and stability; suggested approaches to federal, state and regional legislative advocacy; and providing support for public education and community outreach activities. The Advisory Board will be created before the end of the first year of SSHAP operations (with the start of the year defined as the hiring of the SSHAP Executive Manager).

b. Membership. The Advisory Board will consist of not more than twenty (20) and not less than fifteen (15) community members and/or key stakeholders. The Executive Board will appoint members to the Advisory Board. Appointed members must have knowledge and understanding of affordable/attainable housing and be committed to the furtherance of improving access to affordable/attainable housing for all in Pierce County. Membership should reflect a geographic diversity of Pierce County cities, towns, tribes and unincorporated areas. Membership will reflect one-third consumers of affordable/attainable housing (rental and ownership housing), one-third developers, designers, planners, [managers](#) of affordable/attainable housing, and one-third advocates and advisors who work on land use and housing issues.

c. Terms. Appointments will be for a three-year term with service limited to a total of two consecutive terms. When the Advisory Board is created, the initial terms of members shall be staggered as follows:

- One-third shall be appointed for a one-year term
- One-third shall be appointed for a two-year term
- One-third shall be appointed for a three-year term

The membership categories of the Advisory Board, described in section 8.b above, will be evenly distributed across the three initial terms.

d. Recruitment and Termination. The Executive Board will adopt procedures for the recruiting, convening and administration of the Advisory Board. A member may be removed from the Advisory Board by the Executive Board with or without cause on a majority vote of membership of the Executive Board.

e. Officers. When the Advisory Board has been duly created, the members shall elect a Chair and Vice Chair, who will be responsible for working with the SSHA³P Executive Manager to set agendas and facilitate meetings.

f. Conflict of Interest. ~~Members~~No member of the Advisory Board shall comply with Ch. 42.23 RCW, the Code of Ethics for Municipal Officers.~~may vote on a Board recommendation if the result would financially benefit an agency or organization of which the Member is a decision-making officer, or is in a position of authority or responsibility.~~ It is the responsibility of each Board Member to declare potential conflicts of interest. The Chair shall be responsible for mediating differences of opinion on these matters as they may arise.

9. MEETINGS OF ADVISORY BOARD.

a. Frequency. The Advisory Board will meet as often as it deems necessary, but not less often than quarterly.

b. Quorum. A quorum at any meeting of the Advisory Board will consist of the Board members who represent a simple majority of the Board's membership. Advisory Board members may participate in any meeting by phone and/or video conferencing for all purposes, including but not limited to voting and establishing a quorum.

c. Action. No action may be taken except at a meeting where a quorum exists. Action by the Advisory Board requires an affirmative vote by a majority of those members attending a Board meeting where a quorum exists. Official action by the Advisory Board may be conducted by motion, resolution, declaration, or other means as determined to be necessary by the Advisory Board. Proxy voting is not allowed. To the extent applicable to meetings of the Advisory Board, the Advisory Board will comply with applicable

requirements of the Washington State Open Public Meetings Act (chapter 42.30 RCW).

10. AGREEMENT DURATION. This Agreement will be in full force and effect for a period commencing as provided in Section 34, and ending December 31, 2023. This Agreement will automatically renew for successive two-year terms, unless sooner terminated under the provisions of this Agreement.

11. TERMINATION OF AGREEMENT. This Agreement may be terminated at any time by affirmative vote of a majority of the legislative bodies of the Parties to this Agreement. Parties may consider multiple factors/reasons for termination, including but not limited to the timeliness of work plan deliverables and the sufficiency of dues to support the work plan and SSHA³P staff.

Commented [J3]: Discuss with Lakewood

Upon termination of this Agreement, all property acquired during the life of the Agreement will be disposed of in the following manner:

a. all property contributed without charge by any Party will revert to the contributing Party;

b. all property purchased on behalf of SSHA³P after the effective date of this Agreement will be distributed to the Parties based on each Party's pro rata contribution to the overall budget at the time the property was purchased;

c. except as provided in Subsection d. below, all unexpended or reserve funds will be distributed to the Parties based on each Party's pro rata contribution to the overall budget in effect at the time the Agreement is terminated;

d. all uncommitted monies in the Housing Capital Funds Account will be distributed to the Parties by remitting the total uncommitted amounts remaining in each Party's Individual Account (as described in Section 14) to that Party; and

e. each Party that has funded a project through the Housing Capital Funds Account will be substituted for the Administering Agency with regard to all project financing documents, and the Administering Agency will be released from further obligations with respect thereto.

12. WITHDRAWAL. If a Party wishes to withdraw from participation in this Agreement, it may do so after the initial term if its Legislative Body first gives six months advance written notice to the Executive Board of its intention to withdraw, which

notice will be due on or before June 30, 2023³². If notice of an intent to withdraw is timely received, withdrawal will be effective as of 11:59 p.m. on December 31, 2023. The initial members of SSHA³P agree they will participate for at least through the first full term of the collaboration.

After December 31, 2023, an opportunity is provided once per year for a Party to withdraw from this Agreement. Under this provision, advance written notice must be provided from the Legislative Body of any Party to this agreement to the Executive Board on or before June 30, of its intention to withdraw from participation in the Agreement, effective as of 11:59 p.m. on December 31st of that current year.

Any Party withdrawing from this Agreement will remain legally and financially responsible for any obligation incurred by the Party pursuant to the terms of this Agreement, including but not limited to any project financing documents executed by the Administering Agency on behalf of that Party, during the time the withdrawing Party was a member of SSHA³P. A notice of withdrawal may be revoked by the Party that submitted the notice only by approval of a majority of the Executive Board to accept the revocation. Any Party that provides written notice of its intent to withdraw may continue to vote on all matters before the Executive Board prior to the effective date of its withdrawal, except the budget and work plan for the following year.

13. BUDGET. The fiscal year for SSHA³P will be January 1 to December 31 of any year. The first year budget and anticipated second year budget for SSHA³P are attached to this Agreement as Exhibit B and incorporated herein by this reference. Approval of this Agreement by the legislative body of each Party includes approval of the SSHA³P budgets through the first full term of the agreement. For subsequent years, on or before July 1st of each year, a recommended operating budget for SSHA³P for the following budget year will be prepared, reviewed and recommended by the Executive Board and transmitted to each Party. The recommended operating budget will contain an itemization of all categories of budgeted expenses and will contain an itemization of the amount of each Party's contribution, including in-kind services, toward that budget. Contributions to the SSHA³P annual budget may also come from other public or private entities. The Executive Board will approve acceptance of those contributions.

a. No recommended budget will become effective until approved by the legislative body of each Party and adopted by the Executive Board, except for SSHA³P's first full term (2021, 2022

and 2023). Once the legislative body of each Party has approved its contribution to SSHAP, either separately or through its budget process, and the SSHAP budget has been adopted by the Executive Board, each Party will be obligated to make whatever contribution(s) is budgeted for that Party. If a Party does not approve the budget in a timely manner, the Executive Board may adopt the annual budget and work plan with a two-thirds majority vote.

b. Each Party's contribution(s) will be transmitted to SSHAP on an annual basis no later than the end of the first quarter of each calendar year, unless otherwise provided in the budget document. The Administering Agency will submit invoices to each Party for their annual dues payments. Each Party will specify the amount of its contribution to be deposited by the Administering Agency into the SSHAP Operating Account, as well as the amount, *if any*, to be deposited into the Party's Individual Account within the SSHAP Housing Capital Funds Account established by Section 14.

c. If any Party is delinquent by more than three months in the payment of its approved operating budget contribution to the SSHAP Operating Account, that Party will not be entitled to vote on matters before the Executive Board until the delinquency has been paid. A Party's decision not to contribute funds to its Individual Account, or its delinquency in funding the same will not affect that Party's voting rights on the Executive Board.

14. HOUSING CAPITAL FUNDS ACCOUNT ESTABLISHED; PROCEDURES FOR ADMINISTERING HOUSING CAPITAL FUNDS ACCOUNT CONTRIBUTIONS. If authorized by resolution of the Executive Board, the Administering Agency may establish and maintain ~~a~~ subaccount or subfund within the SSHAP Fund for the purpose of administering the contributions of Parties, or other public or private entities, to affordable/attainable housing projects and programs, to be known as the SSHAP Housing Capital Funds Account. The amounts in the Housing Capital Funds Account will be held and disbursed by the Administering Agency as described in this Agreement.

a. Within the Housing Capital Funds Account, a sub-account or subfund will be established for each Party to this Agreement that chooses to contribute to the Housing Capital Funds Account. Such sub-accounts are collectively referred to as the "Individual Accounts." ~~Contributions to an Individual Account from a Party may be released only upon, and in accordance with, the written direction of that Party.~~ The Executive Board will work with

the Administering Agency to create policies and procedures for the release of those funds.

b. A subaccount ~~will~~ may be established within each Individual Account for each project or program funded in whole or part by a Party from its Individual Account. Such sub-accounts are referred to as "Project Accounts." The intent is to create a structure that enables each Party to easily track the use of their contributed funds.

c. The Administering Agency will maintain records sufficient to separately track the deposits, withdrawals and interest earnings, within each Individual Account and each Project Account, and will provide quarterly reports to all Parties as to the status of funds in each Individual Account and Project Account. The Administering Agency's responsibilities under this Section may be delegated to the SSHA³P Executive Manager to the extent consistent with applicable law and as the Administering Agency and Executive Board may agree.

d. Funds transmitted to SSHA³P for deposit in the Housing Capital Funds Account will be held by the Administering Agency on behalf of SSHA³P until directed for application by the contributing Party (as described in 14.a. above). Uncommitted funds in an Individual Account will be remitted to the contributing Party within 45 days of receipt of written request from the Party signed by its chief executive officer, or upon the Party's withdrawal from SSHA³P in accordance with the terms of Section 12, or on the dissolution of SSHA³P per Section 11.

e. Funds held by the Administering Agency on behalf of SSHA³P will be subject to laws applicable to public funds, including but not limited to limitations on investments for public funds as provided in State law and the State constitutional limitations on the gifting of public funds. Investment earnings will be credited to each Individual Account and Subaccount on a pro rata basis.

f. The Executive Board will develop standard forms of approvals and agreements to be used in the application of funds contributed to the Housing Capital Funds Account (collectively referred to as "project financing documents"), consistent with the following goals and procedures:

i. The SSHA³P Executive Board will authorize the application of specified amounts of Individual Account monies to projects or programs consistent

with the purpose of the SSHAP Capital Fund, and will authorize and ~~direct~~^{recommend} the SSHAP Executive Manager, and the Administering Agency to take such actions as necessary to accomplish this. At least two weeks prior to the Executive Board action they will notify the individual parties whose funds will be used for such projects or programs of the various terms to accompany their authorizations, and will at a minimum include terms related to:

1. amount of funds allocated;
2. project description, including minimum affordability requirements, if any;
3. nature of the funding commitment (loan, grant, or other);
4. in the event the funding commitment is provided as a loan, the general repayment terms including but not limited to the term of the loan and applicable, interest rate(s); and
5. a general description of the security interests, if any, to be recorded in favor of the Party.

- ii. For each individual housing project or program to be funded through the Housing Capital Funds Account, the developer, owner or administrator of such project or program (generally referred to as the "developer"), will enter into the necessary set of agreements (project financing documents) with the Administering Agency. The project financing documents will specify that the Administering Agency is acting as administering agency on behalf of each Party that is providing Housing Capital Funds Account funding to the project or program pursuant to this Agreement and RCW 39.34.030(4), and will identify each participating funding Party. The project financing documents will be consistent with general forms of agreement approved by the Executive Board and the terms and conditions approved by the legislative bodies of the funding Parties. To the extent permitted by law, the project financing agreements will incorporate all terms and conditions relative to the use and (if applicable) repayment of such funds, and provide for transfer of the Housing Capital Funds Account monies from the funding Parties to the developer.

- iii. Funding contributions to, and repayments (if any) from, specific projects and programs will be recorded by the Administering Agency, including recording of monies deposited and withdrawn from each Party's Individual Account and Project Accounts. Repayments (if any) under any project financing agreement will be applied *pro rata* to the funding Parties' Individual Accounts based on the ratio of funding contributed to the project by each Party, unless the funding Parties otherwise agree.
- iv. Unless the Parties funding a project or program through the Housing Capital Funds Account otherwise agree, a default, termination or other action against a developer or other third party may be declared only after securing approval in writing of the chief executive officers of funding Parties which together have contributed not less than 51% of the total SSHAP³ member funding to the project. The Administering Agency will provide reasonable notice and information regarding the status of projects as necessary to each funding Party's chief executive officer to allow them to make a timely decision in this regard. Funding Parties not consenting to such default, termination or other action will be bound by the decision of the majority. All funding Parties will be obligated on a *pro rata* basis (based on their contributions to the project) to pay to the Administering Agency its reasonable costs and expenses incurred as a result of declaring a default, terminating an agreement or taking other action against a developer or other third party. Any funds recovered through such enforcement proceedings will be allocated to the funding Parties Individual Accounts *pro rata* based on their respective funding contributions to a project.
- v. The Executive Board may from time to time authorize the Administering Agency to administer housing project agreements entered into before the effective date of this Agreement, upon terms consistent with this Agreement and subject to the consent of the Administering Agency and the Parties to such agreements.

15. DUES, ASSESSMENTS AND BUDGET AMENDMENTS. Contributions to the SSHA³P Operating fund will be based on groupings of like-sized cities (based on population), or whatever contribution methodology is approved by a two-thirds majority of the Executive Board. Funding for the activities of SSHA³P will be provided solely through the budgetary process. Unless otherwise specified in this Agreement, no dues, charges or assessments will be imposed or required of the Parties except upon unanimous vote of the membership of the Executive Board and ratification by the legislative body of each Party subject to the dues, charges or assessments. An approved budget (the overall revenues and expenditures) will not be modified until approved by the legislative body of each Party and finally adopted by the Executive Board. If a Party agrees to totally fund an additional task to the work program, not currently approved in the budget, the task may be added to the work plan and the budget amended to reflect the funding of the total cost of such task by the requesting Party, upon approval by a majority of the membership of the Executive Board without approval by the individual Parties. Notwithstanding the foregoing, contributions by a Party to its Individual Account within the Housing Capital Funds Account will be solely within the discretion of that Party and are not considered "dues or assessments."

16. PUBLIC RECORDS REQUESTS. Each party to this agreement shall be responsible for retaining and producing the records it creates, owns or uses, in accordance with applicable public records access and retention laws and regulations. Nothing in this Section is intended to require a Party to collect or produce records that are not prepared, owned, used, or retained by that agency as defined by the Public Records Act (RCW 42.56), other than as provided for herein.

The Administering Agency shall be responsible for maintaining and storing, in compliance with the state Public Records Act (Chapter 42.56 RCW), those records of the Executive Board and Advisory Committee that are created by the Administering Agency in connection with this Agreement (SSHA³P Records). SSHA³P records may include, but are not limited to, Executive Board and Advisory Committee meeting agendas, meeting summaries, reports, plans, budgets, and other related documents. For purposes of the Public Records Act, the SSHA³P Executive Manager shall serve as the Public Records Officer with respect to requests for SSHA³P records and the Administering Agency shall be responsible for ensuring compliance with RCW 42.56.152 (Training-Public Records Officers). Upon receipt of a request for SSHA³P records, the SSHA³P Executive Manager, serving as the SSHA³P Public Records Officer, shall timely

share the request with the Parties. In the event that the SSHA³P Executive Manager shares a request for SSHA³P records with the Parties, each party notified by the SSHA³P Executive Manager and each Party's representative on the Executive Board shall cooperate with the SSHA³P Executive Manager as requested to fulfill the request. Parties who receive requests for SSHA³P records or records related to SSHA³P are also encouraged, but not required, to share those with the SSHA³P Executive Manager.

Each party shall indemnify and hold the other party to this Agreement harmless for any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses including reasonable attorney's fees and costs arising from a public records require (collectively "Claims"), to the extent attributed to the indemnitor party's Fault. The term "Fault" as used herein shall have the same meaning as set forth in RCW 4.22.015. This obligation to indemnify and hold the other party harmless shall survive termination of this Agreement.

Records of SSHA³P will be held by the Administering Agency, in addition to any records the Parties themselves may retain concerning their participation in SSHA³P. These records may include meeting agendas, meeting summaries, reports, plans, budgets, and other documents.

When a Party receives a request for records that may be held by the Administering Agency, the Party will refer the request to its own Executive Board member. The Party's Executive Board member will then work with the Administering Agency to gather all responsive records. The Party receiving the request should work with its own public records staff (if any) to describe the request with sufficient specificity to allow the Administrative Agency to identify and provide the records being sought. If any clarification of the request is required, the Party receiving the request will obtain that clarification from the requester. All communication with the requester will be by the Party to whom the request was submitted.

In consultation with the Administering Agency, it will be the responsibility of the Party to whom the request for records was made to estimate the time it will need to produce responsive records, determine which records are responsive to the request, and address any redactions permitted by law. The Party that receives the request will bear the responsibility of complying with the Public Records Act in relation to its public records.

~~Nothing in this Section is intended to require a Party to collect or produce records that are not prepared, owned, used, or retained by that Party as contemplated by the Public Records Act.~~

17. INDEMNIFICATION AND HOLD HARMLESS.

a. Each Party will indemnify, defend and hold other Parties (including without limitation the Party serving as, and acting in its capacity as, SSHA³P's Administering Agency), their officers, officials, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Party's wrongful acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused by another Party. If there is any recovery under this Section, the Party responsible for any wrongful acts or omissions will pay any judgment or lien arising from the acts or omissions, including all costs and other Parties' reasonable attorney's fees. If more than one Party is held to be at fault, the obligation to indemnify and to pay costs and attorney's fees, will be only to the extent of the percentage of fault allocated to each respective Party by a final judgment of the court.

b. If a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of a Party (including without limitation the Party serving as, and acting in its capacity as, SSHA³P's Administering Agency), its officers, officials, employees, and volunteers, the Party's liability hereunder will be only to the extent of the Party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this Section will survive the expiration or termination of this Agreement.

c. Each Party (including without limitation the Party serving as, and acting in its capacity as, SSHA³P's Administering Agency) will give the other Parties proper notice of any claim or suit coming within the purview of these indemnities.

18. INSURANCE. The Executive Board, SSHA³P Executive Manager and the Administering Agency will take such steps as are reasonably practicable to minimize the liability of the Parties associated

with their participation in this Agreement, including but not limited to the utilization of sound business practice. The Executive Board will determine which, if any, insurance policies may be reasonably practicably acquired to cover the operations of SSHA³P and the activities of the Parties pursuant to this Agreement (which may include general liability, errors and omissions, fiduciary, crime and fidelity insurance), and will direct the acquisition of same.

19. AMENDMENTS. Any amendments to this Agreement must be in writing. This Agreement may be amended upon approval of ~~at least two-thirds of~~ the legislative bodies of all Parties to this Agreement, evidenced by the authorized signatures of those Parties as of the effective date of the amendment. ~~However, any amendment to this Agreement affecting the terms and conditions of membership on the Executive Board, powers of the Executive Board, voting rights of Executive Board members, Party contribution responsibilities, hold harmless and indemnification requirements, provisions regarding duration, termination or withdrawal, or the conditions of this Section will require consent of the legislative authorities of all Parties.~~ This Section will not be construed to require amendment of this Agreement for the addition of a new Party contemplated under Section 20 or for any related revision to Executive Board membership authorized in Section 5(a) or Advisory Board membership in Section 8(b). The Executive Board will review this Agreement, no less than every five years, to determine if any amendments or modifications are needed.

Commented [J4]: Discuss with Lakewood. This clause may not have been in original version that Lakewood reviewed. It was added by the SSHA³P Steering Committee.

20. ADDITIONAL PARTIES. Municipalities, local governments, tribes, and public agencies within the SSHA³P Area of Activity may, on execution of the Agreement and approval of the budget and work plan by its legislative body, become a Party to this Agreement on affirmative vote of at least fifty percent of the Executive Board. The Executive Board will determine by a vote of at least fifty percent of its membership what, if any, funding obligations the additional Party will commit to as a condition of becoming a Party to this Agreement.

21. SEVERABILITY. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this Agreement, will not affect the validity of the remaining provisions of the Agreement.

22. CONFLICT RESOLUTION. Whenever any dispute arises between the Parties or between a Party or Parties, the Executive Board, or the Administering Agency (referred to collectively in this Section as the "Parties") under this Agreement which is not resolved by

routine meetings or communications, the parties agree to seek resolution of such dispute in good faith by meeting, as soon as feasible. The meeting will include the Chair of the Executive Board, the SSHA³P Executive Manager, and the representative(s) of the Parties involved in the dispute. If the parties do not come to an agreement on the dispute, any party may pursue mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) will be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties to the dispute will share equally the costs of mediation and assume their own costs.

23. SURVIVABILITY. Notwithstanding any provision in this Agreement to the contrary, the provisions of Section 10 (Agreement Duration), Section 11 (Termination of Agreement), Section 12 (Withdrawal), Section 16 (Public Records Requests), and Section 17 (Indemnification and Hold Harmless) will remain operative and in full force and effect, regardless of the withdrawal or termination of any Party or the termination of this Agreement.

24. WAIVER. No term or provision of this Agreement will be deemed waived and no breach excused unless that waiver or consent is in writing and signed by the Party claimed to have waived or consented.

25. SUBSEQUENT BREACH. Waiver of any default will not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement will not be deemed to be a waiver of any other or subsequent breach and will not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval of all Parties.

26. NOTICE. Any notice to the Executive Board will be in writing and will be addressed to the Chair of the Executive Board and to the SSHA³P Executive Manager. In the absence of a SSHA³P Executive Manager, notice will be given to the chief executive officer of the Administering Agency. Any notice to an Officer or Party will be sent, to the address specified by the chief executive officer of the Party.

27. ASSIGNMENT. No Party may sell, transfer or assign any of its rights or benefits under this Agreement without Executive Board approval.

28. APPLICABLE LAW AND VENUE. This Agreement and any rights, remedies, or obligations provided for in this Agreement will be

governed, construed, and enforced in accordance with the substantive and procedural laws of the State. The Parties agree that the venue for any legal action under this Agreement is in the County in which a project is located, provided that the venue for any legal action against Pierce County may be filed in accordance with RCW 36.01.050.

29. RETAINED RESPONSIBILITY AND AUTHORITY. Parties retain the responsibility and authority for managing and maintaining their own internal systems and programs related to affordable/attainable housing activities.

30. INDEPENDENT CONTRACTORS. Each Party to this Agreement is an independent contractor with respect to the subject matter of this Agreement. No joint venture or partnership is formed as a result of this Agreement.

Nothing in this Agreement will make any employee of one Party an employee of another party for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded by virtue of their employment. No Party assumes any responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of any other Party's employees. No employees or agents of one Party will be deemed, or represent themselves to be, employees of another Party.

31. NO THIRD PARTY BENEFICIARIES. This Agreement is for the benefit of the Parties only, and no third party will have any rights under this agreement.

32. NONDISCRIMINATION. The Parties will comply with the nondiscrimination requirements of applicable federal, state and local statutes and regulations.

33. COUNTERPARTS. This Agreement may be signed in counterparts and, if so signed, will be deemed one integrated Agreement. Parties will submit copies of signed Agreements to the Administering Agency.

34. FILING AND EFFECTIVE DATE; PRIOR AGREEMENTS. This Agreement will become effective (Date of Execution), subject to its approval by the legislative bodies of all jurisdictions who are members of SSHAP as of (Date of Execution), and, pursuant to RCW 39.34.040, upon recording this Agreement or posting this Agreement on a Party's web site or other electronically retrievable public source. Although this Agreement may be approved and signed

by a Party after the Agreement's effective date, all acts consistent with the authority of this Agreement that occur on or after , (Date of Execution), are hereby ratified and affirmed, and the terms of this Agreement will be deemed to have applied.

(Signature Page Follows)

____ Approved and executed this _____ day of _____, 2019.

Name of Party: _____ Approved as to form

By: _____ City Attorney

Its: _____

Exhibit A – SSHA³P Area of Activity (Map)



NOTE: Per Steering Committee recommendation Area of Activity should be the entire county. Final IGA will include clearer map.

EXHIBIT B - SSHA³P Budgets for First 2.5 Years

NOTE: The following budgets are draft and won't be finalized until the final number of member governments are identified. The numbers may also change depending the amount of outside revenue raised.

The following provides draft budgets for years 1 (6 months of operations)² and 3. There are two scenarios: one in which ten governments participate and the other in which 14 governments participate. If a government is not listed on the draft budgets the annual dues can be estimated based on the dues for another government with a similar population.

(NOTE: Will add \$15,000 to annual expenses for insurance for all three years. This will result in minor change to annual dues for each member.)

DRAFT BUDGET PROPOSAL (10 Governments)

YEAR 1 (2021) - 1 FTE

Funding for 6 Months Operations

Annual Expense Budget

Full-time manager with salary/taxes/benefits	\$	154,000
Administrative & policy support with salary/taxes/benefits (3 months)	\$	-
Expenses - travel, phone, postage	\$	12,000
Space	\$	12,000
SubTotal	\$	178,000
10% Overhead/Administration Fee	\$	17,800
TOTAL	\$	195,800
Cost for 6 months of Operations:	\$	97,900

Revenue Budget

Outside sources* (Philanthropy, aligned organizations)	\$	7,500
Office Space (in-kind donation) [Pro-rated]	\$	6,000
Shared among participating governments (see below)	\$	84,400
TOTAL	\$	97,900

Shares for participating governments:

	Population (OFM 2020 est)	% of Population	Grouped by Population Size
Auburn	9,980	1%	\$ 1,750
Fife	10,200	1%	\$ 1,750
Gig Harbor	11,240	1%	\$ 1,750
Lakewood	60,030	8%	\$ 8,000
Puyallup	42,700	5%	\$ 6,000
Puyallup Tribe	6,000	1%	\$ 1,000
Steilacoom	6,505	1%	\$ 1,000
Sumner	10,360	1%	\$ 1,750
Tacoma	213,300	27%	\$ 20,000
Unincorporated Pierce Co	426,200	54%	\$ 42,500
TOTAL	796,515		\$ 85,500

DRAFT STRAW PROPOSAL (10.26.20)

YEAR 2 (2022) - 1.5 FTE

10 Governments Providing Full Year of Operations Funding

Annual Expense Budget

Full-time manager with salary/taxes/benefits/inflation for 2nd year	\$	159,390
Administrative & policy support with salary/taxes/benefits/inflation 2nd yr	\$	67,636
Expenses - travel, phone, postage	\$	12,000
Space	\$	12,000
SubTotal	\$	251,026
10% Overhead/Administration Fee	\$	25,103
TOTAL	\$	276,128

Revenue Budget

Outside sources (Philanthropy, aligned organizations)	\$	15,000
Office Space (in-kind donation)	\$	12,000
Shared among participating governments (see below)	\$	249,128
TOTAL	\$	276,128

Shares for participating governments:

	Population (OFM 2020 est)	% of Population	Grouped by Population Size
Auburn	9,980	1%	\$ 4,500
Fife	10,200	1%	\$ 4,500
Gig Harbor	11,240	1%	\$ 4,500
Lakewood	60,030	8%	\$ 20,000
Puyallup	42,700	5%	\$ 15,000
Puyallup Tribe	6,000	1%	\$ 3,000
Steilacoom	6,505	1%	\$ 3,000
Sumner	10,360	1%	\$ 4,500
Tacoma	213,300	27%	\$ 65,000
Unincorporated Pierce Co	426,200	54%	\$ 130,000
TOTAL	796,515		\$ 254,000

YEAR 3 (2023) - 1.5 FTE
10 Governments Providing Full Year of Operations Funding

Annual Expense Budget

Full-time manager with salary/taxes/benefits/inflation for 3rd year	\$	164,969
Administrative & policy support with salary/taxes/benefits/inflation 3rd yr	\$	70,003
Expenses - travel, phone, postage	\$	12,000
Space	\$	12,000
SubTotal	\$	258,972
10% Overhead/Administration Fee	\$	25,897
TOTAL	\$	284,869

Revenue Budget

Outside sources (Philanthropy, aligned organizations)	\$	15,000
Office Space (in-kind donation)	\$	12,000
Shared among participating governments (see below)	\$	257,869
TOTAL	\$	284,869

Shares for participating governments:

	Population (OFM 2020 est)	% of Population	Grouped by Population Size
Auburn	9,980	1%	\$ 4,658
Fife	10,200	1%	\$ 4,658
Gig Harbor	11,240	1%	\$ 4,658
Lakewood	60,030	8%	\$ 20,700
Puyallup	42,700	5%	\$ 15,525
Puyallup Tribe	6,000	1%	\$ 3,105
Steilacoom	6,505	1%	\$ 3,105
Sumner	10,360	1%	\$ 4,658
Tacoma	213,300	27%	\$ 67,275
Unincorporated Pierce Co	426,200	54%	\$ 134,550
TOTAL	796,515		\$ 262,890

DRAFT BUDGET PROPOSAL (14 Governments)**YEAR 1 (2021) - 1 FTE****Funding for 6 Months Operations****Annual Expense Budget**

Full-time manager with salary/taxes/benefits	\$	154,000
Administrative & policy support with salary/taxes/benefits (3 months)	\$	-
Expenses - travel, phone, postage	\$	12,000
Space	\$	12,000
SubTotal	\$	178,000
10% Overhead/Administration Fee	\$	17,800
TOTAL	\$	195,800
Cost for 6 months of Operations:	\$	97,900

Revenue Budget

Outside sources* (Philanthropy, aligned organizations)	\$	7,500
Office Space (in-kind donation) [Pro-rated]	\$	6,000
Shared among participating governments (see below)	\$	84,400
TOTAL	\$	97,900

Shares for participating governments:

	Population (OFM 2020 est)	% of Population	Grouped by Population Size
Auburn	9,980	1%	\$ 1,500
Bonney Lake	21,390	2%	\$ 3,000
Edgewood	12,070	1%	\$ 1,500
Fife	10,200	1%	\$ 1,500
Gig Harbor	11,240	1%	\$ 1,500
Lakewood	60,030	7%	\$ 7,000
Orting	8,635	1%	\$ 1,500
Puyallup	42,700	5%	\$ 5,000
Puyallup Tribe	6,000	1%	\$ 500
Steilacoom	6,505	1%	\$ 500
Sumner	10,360	1%	\$ 1,500
Tacoma	213,300	24%	\$ 18,500
University Place	33,310	4%	\$ 5,000
Unincorporated Pierce Co	426,200	49%	\$ 37,500
TOTAL	871,920		\$ 86,000

YEAR 2 (2022) - 1.5 FTE
14 Governments Providing Full Year of Operations Funding

Annual Expense Budget

Full-time manager with salary/taxes/benefits/inflation for 2nd year	\$	159,390
Administrative & policy support with salary/taxes/benefits/inflation for 2nd year	\$	67,636
Expenses - travel, phone, postage	\$	12,000
Space	\$	12,000
SubTotal	\$	251,026
10% Overhead/Administration Fee	\$	25,103
TOTAL	\$	276,128

Revenue Budget

Outside sources (Philanthropy, aligned organizations)	\$	15,000
Office Space (in-kind donation)	\$	12,000
Shared among participating governments (see below)	\$	249,128
TOTAL	\$	276,128

Shares for participating governments:

	Population (OFM 2020 est)	% of Population	Grouped by population size
Auburn	9,980	1%	\$ 4,000
Bonney Lake	21,390	2%	\$ 7,000
Edgewood	12,070	1%	\$ 4,000
Fife	10,200	1%	\$ 4,000
Gig Harbor	11,240	1%	\$ 4,000
Lakewood	60,030	7%	\$ 18,000
Orting	8,635	1%	\$ 4,000
Puyallup	42,700	5%	\$ 11,000
Puyallup Tribe	6,000	1%	\$ 2,000
Steilacoom	6,505	1%	\$ 2,000
Sumner	10,360	1%	\$ 4,000
Tacoma	213,300	24%	\$ 58,000
University Place	33,310	4%	\$ 11,000
Unincorporated Pierce Co	426,200	49%	\$ 118,000
TOTAL	871,920		\$ 251,000

YEAR 3 (2023) - 1.5 FTE
14 Governments Providing Full Year of Operations Funding

Annual Expense Budget

Full-time manager with salary/taxes/benefits/inflation for 3rd year	\$	164,969
Administrative & policy support with salary/taxes/benefits/inflation for 3rd year	\$	70,003
Expenses - travel, phone, postage	\$	12,000
Space	\$	12,000
SubTotal	\$	258,972
10% Overhead/Administration Fee	\$	25,897
TOTAL	\$	284,869

Revenue Budget

Outside sources (Philanthropy, aligned organizations)	\$	15,000
Office Space (in-kind donation)	\$	12,000
Shared among participating governments (see below)	\$	257,869
TOTAL	\$	284,869

Shares for participating governments:

	Population (OFM 2020 est)	% of Population	Grouped by population size
Auburn	9,980	1%	\$ 4,140
Bonney Lake	21,390	2%	\$ 7,245
Edgewood	12,070	1%	\$ 4,140
Fife	10,200	1%	\$ 4,140
Gig Harbor	11,240	1%	\$ 4,140
Lakewood	60,030	7%	\$ 18,630
Orting	8,635	1%	\$ 4,140
Puyallup	42,700	5%	\$ 11,385
Puyallup Tribe	6,000	1%	\$ 2,070
Steilacoom	6,505	1%	\$ 2,070
Sumner	10,360	1%	\$ 4,140
Tacoma	213,300	24%	\$ 60,030
University Place	33,310	4%	\$ 11,385
Unincorporated Pierce Co	426,200	49%	\$ 122,130
TOTAL	871,920		\$ 259,785

SSHAP FULL GROUP MEETING

Wednesday, June 2, 2021 (8:45am to 10:15am)

Zoom Call Link: <https://us02web.zoom.us/j/83026285961>

Steering Committee Members / Mayor's Present: Mayor Anderson, Mayor Backus, Executive Dammeier, Mayor Eidinger, Mayor Fredrick, Mayor George, Councilmember Mello, Deputy Mayor Palmer, Mayor Penner, Mayor Pugh, Mayor Roscoe, Mayor Styron-Sherrell, Mayor Woodards.

Staff Present: Jacques Colon, Steve Friddle, Joanne Gutierrez, Melanie Harding, Taylor Jones, Heather Moss, Jeff Robinson, Bryan Schmid, Michael Shaw, Tiffany Speir.

Guests: Jason Gauthier, Maureen Howard, Gerrit Nyland.

Presenter: John Howell/Marty Kooistra from Cedar River Group

Welcome and Introductions

John opened up the meeting and welcomed members. John asked the group what's the best piece of advice you've ever been given? Each member responded.

Discussion: CM Mello suggested recording the meeting. John asked if it was okay to record the meeting. The group gave their approval.

Review and Discuss Comments Received on the Draft Intergovernmental Agreement (IGA)

John went through the summary of comments made on the IGA from various governments and proposed responses.

- Threshold for creation of SSHA³P (Lakewood): Lakewood requested a minimum threshold of 14 members to create SSHAP.

Discussion: Mayor Anderson said that the Lakewood Council felt there should be a minimum threshold but 14 may not be the right number. Mayor Pugh asked for advice from Mayor Backus. Mayor Backus said that the cities in South King County felt that 9 cities was sufficient to start, while providing an option for others to join. She indicated that having a set number in the IGA would limit SSHA³P. Executive Dammeier said its important to be broad and we should work toward being broad, maybe reference a broader County in the IGA. He struggles with putting a number on the membership. Some of the ideas he's considered are a population threshold, requiring a certain number of different sized cities, but all quantitative thresholds have drawbacks. Mayor Penner thinks we need to look long term. Population is growing and housing affordability will be a problem long term. The issue is more important than reaching a number of member governments. DM Palmer said it will be difficult to put a number on this and require a minimum number of members. He said we can start small and grow. Executive Dammeier said we should hear as many voices as possible. John called on all elected officials present. Mayor Styron Sherrell said her initial reaction was mixed, it could be a budget issue without a minimum number of members (i.e. if some cities dropped out the dues requirements could increase), on the other hand she said that the IGA allows cities to drop out at any time if they are not perceiving benefits from their membership. Mayor Roscoe said we should have a flexible agreement and doesn't agree with putting a minimum number of members in the IGA. Mayor Fredrick agrees with Mayor Backus. Mayor Pugh is in agreement with Mayor Backus and others who do not want to create a minimum threshold. He said we can get a group of the willing and go from there. John summarized comments made and indicated that most are not comfortable with the IGA establishing a minimum number of governments to create SSHA³P. He said their could be some edits to the draft text in the IGA to reference the desire for "broad" geographic participation and

that membership would represent a truly regional approach to addressing housing. Executive Dammeier said he's heard concerns from jurisdictions that are built out. Where is the value? Preservation of housing and creation of senior housing will be important to consider when the SSHA³P work plan is established.

- Renewal of agreement (Lakewood): Lakewood asked that the agreement be amended to require supermajority approval of the IGA every two years by the member's legislative bodies. At an earlier meeting the Steering Committee added a requirement that the Executive Board review the IGA at least every five years. They also noted that any member can withdraw after the first term. The Steering Committee indicated that they did not want to change the IGA

Discussion: Mayor Anderson indicated that they had concerns that a bureaucracy would be created and difficult to disband. Mayor Backus said that based on her experience with SKHHP there is a lot of work that needs to be done to move SSHA³P forward. Reviewing the ILA every two years would distract from the work that needs to be done. Mayor Pugh supported the SC response; Executive Dammeier said a two year cycle is excessive and getting an IGA approved is a big effort and he agrees with SC; Mayors Roscoe, Frederick, Penner, George, Deputy Mayor Palmer, and Councilmember Mello all agreed with the SC response.

- Circumstances for termination of agreement (Lakewood) : Lakewood suggested that IGA should state that SSHA³P would be disbanded if the work plan is not met and deliverables fall short and if dues won't support staff sufficient to do the work.

Discussion: Mayor Anderson provided an example about the continuum of care committee not meeting deliverables. Mayor George likes the proposed SC language, Mayor Pugh is comfortable with SC language, Mayor Backus is comfortable with language, Mayor Penner no comment, Mayor Roscoe no comment, Mayor Fredrick okay with SC, Mayor Styron-Sherrill okay with SC, CM Mello agrees with SC, Executive Dammeier appreciates comments. Maybe we can strengthen language in the IGA. Also have a public facing webpage and goals that public can see. John said we can work on some language regarding transparency for members and the public.

- Public records request (Pierce County, Tacoma, and Sumner): Need to refine language and get agreement on language in the IGA.

Discussion: John waiting for final comments from Attorney's.

- Insurance (Tacoma): Tacoma is suggesting the Exec Board have E&O and include in final budget. No money in initial budget for insurance. Need to include this as an expense in the budget that is included in the IGA. Current IGA reference to insurance but leaves that up to Executive Board.

Discussion: No Comments.

- Amending the IGA (Pierce County and Tacoma): The previous draft IGA stated that some provisions of the IGA could be amended by a 2/3rds vote of member legislative bodies, while other amendments (changes in dues, changes in voting rights, etc.) would require all member's legislative bodies to approve. The new draft states that any amendments to the IGA need to be approved by all members

Discussion: Mayor Penner said this hinders the ability to change things. 100% agreement from all member Councils is a very high bar to achieve. John said the authority to create SSHAP³ comes from the state RCW's. Those RCW's require 100% agreement to amend the IGA. Mayor Anderson said the Attorney's interpretations are correct. Executive indicated that not all councilmembers have to approve just the councils. John agreed with Mayor Penner's suggestion that the practical effect will be that the Executive Board will group together any suggested changes to the IGA before requesting amendments, and the agreement will likely not be amended often.

John called the group's attention to the remainder of the summary that listed all of the comments received from governments and the proposed responses. John asked if there were any questions or concerns regarding the other comments and suggested edits to the IGA as shown in the summary. Executive Dammeier proposed that County membership on the Executive Board would split the vote 50/50 between Council and Executive members. CM Mello agreed.

Executive Dammeier, Mayor Penner and Mayor Woodards will follow up to have discussions with the Lakewood Council.

John asked what materials should we send back to all governments (clean IGA, track changes IGA, and/or summary document?) Mayor Backus said that a track changes version would be best. General agreement on this approach. John said we would provide whatever was needed by others as they take this issue to their Councils. Once finalized a track changes and clean version will be sent out.

Updates on Status of Decisions to Participate in SSHAP³ and Next Steps

Members were asked to respond to three questions: Are your Council's supportive of joining SSHAP³, and what action do you expect? What's the anticipated timing of that action? Are there issues your council may have and do you need help addressing those issues? Executive Dammeier said he is able to help if needed, to attend Council meetings if it would be useful. Mayor Backus offered the same.

- Mayor Roscoe: Council is all in. They will approve once the IGA is ready.
- Mayor Pugh: Council is supportive. Timing depends on when IGA is ready. July is achievable.
- Mayor Backus: Good with Council support. Council is ready when IGA is ready.
- Mayor Penner: Thinks with 75% certainty they will support. They will vote when IGA is ready.
- Mayor George: Fircrest is ready to support joining SSHAP³.
- Mayor Styron Sherrell: Not sure of the level of support. Could get vote in July. She will ask John and Mayor Roscoe and/or Mayor Backus to come.
- CM Mello: Ready to go as soon as IGA is ready. Feels good about it. CM Mello said Mayor Eidenger believes there is majority support.
- Melanie Harding for Mayor Woodards: Tacoma is good to move forward once IGA is ready.
- Mayor Fredrick: Has 3 in favor and 3 opposed and 1 non committed. Could get a vote in July.

John said that based on earlier comments from Councilmember Bryan, he believes the Tribe is supportive. Thus far the only government that has said they are not prepared to join SSHAP³ at this time is Bonney Lake.

Closing, Updates and Next Steps

Next Steering Committee meeting July 7 (Not scheduled yet). The SC should meet in July since the Exec Board will not be created yet. John will be sending meeting invites for SC meetings thru this fall.

Work on job description. County Human Resources has approved the job description. Will either send the Steering Committee a job description to review before the July 7 meeting, or it will be presented at the July meeting.

The staff workgroup expressed an interest in creating ideas, opportunities, etc. for American Rescue Plan Act funds and how they could be used to support the early work of SSHA³P. Will bring the results of their work back to the Steering Committee.

[Adjourn](#)

PARKS AND RECREATION ADVISORY BOARD WORK PLAN AND SIGNIFICANT ACCOMPLISHMENTS

Members:

Jason Gerwen, Chair
Vito Iacobazzi, Vice-Chair
Sylvia Allen

Alan Billingsley
Susan Dellinger
Michael Lacadie
Fred Ramey

Council Liaison:

Councilmember Linda Farmer

City Staff Support:

Mary Dodsworth, Director Parks, Recreation & Community Services
Nikki York, Office Assistant

Meeting Schedule:

Fourth Tuesday of Each Month, 5:30 p.m. American Lake Room, Lakewood City Hall

Accomplishments:

Date	Topic(s)
June, 2020	Reviewed COVID-19 Summer Update
July, 2020	Reviewed Park Code and potential update regarding Motorized Vehicles in Parks, South Sound Wildlife Area Update, and American Lake Park Master Plan
September, 2020	Welcome to new youth council members, Finalized Motorized Vehicles on Trails update recommendation
October, 2020	Eagle Scout presentation for FSP cemetery sign, 2021/2022 Budget Update
November, 2020	Reviewed Springbrook Park Master Plan Expansion and the 2021 PRAB Work Program Development
January, 2021	Elected Chair/Vice-Chair, Reviewed PRAB 2021 Work Plan, 25 th Anniversary and Special Event Update
February, 2021	Recommended a Park Entry Sign design, reviewed summer Outdoor Adventure Programming and potential 2022 grant program elements, received an update regarding Harry Todd Park construction project.
March, 2021	Welcome New Member-Fred Ramey, reviewed Special Event/Summer Update, Chambers Creek Canyon Trail Update and prepared for Parks Appreciation Day
April, 2021	Presentation on City Comprehensive Plan updates regarding Energy & Climate Change Chapter
May, 2021	Reviewed Seeley Lake Master Plan update, Springbrook Park master plan update, Council response to the Park Sign recommendation and recommended a review process for reviewing applications interested in naming of city facilities.


(Current Year) Work Plan:

1.	Fort Steilacoom Park Boundary Line Adjustment
2.	Parks Capital Improvement Plan (CIP) Update
3.	Diversity, Equity & Inclusion in Parks and Recreation
4.	Outdoor Adventure Programming
5.	25 th Anniversary, Special Events & Recreation Program Update
6.	Park Code Updates (as needed)



TO: Mayor and City Council

FROM: Heidi Ann Wachter, City Attorney
Samantha Johnson, Assistant City Attorney/City Prosecutor

THROUGH: John Caulfield, City Manager 

DATE: June 28, 2021

SUBJECT: Prosecution Services Update

Recent case filing and hearing reports reflect lower caseloads through the Lakewood Municipal Court. The obvious question is whether the drop in demand justifies moving resources from criminal justice to other City services which may be in greater need.

This will specifically address the prosecution piece of the City's criminal justice system and considers caseload, resource allocation, and specific services.

a. Caseload

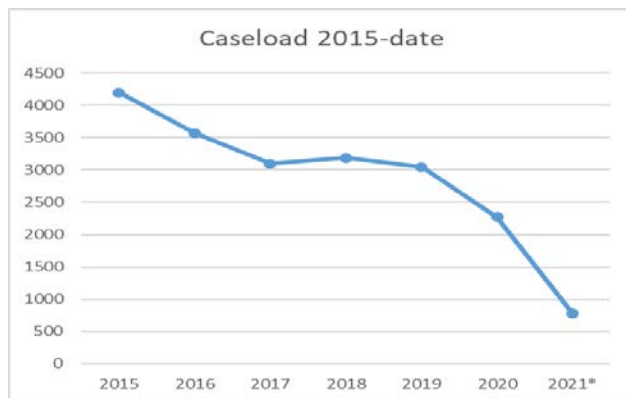
Terms - There are distinct terms that can cause confusion about caseload:

- a. *Incident* – the event that led to criminal charges. An incident report is referred to the prosecutor for review and charging decision. An incident may lead to one charge, multiple charges or no charge at all.
- b. *Charge* – the charge filed as a result of the incident. The prosecutor reviews the incident report for sufficiency to support criminal charges as proscribed by City Code. If the facts support the charge but the City knows the charge may be difficult to prove, sometimes the case is charged anyway (domestic violence that will depend on the testimony of a reluctant witness). If the facts support the charge and the City knows it will be easily proved, charges may be declined anyway (no criminal history, no threat to the public, judicious use of resources). **Charging determinations are the exclusive province of the prosecutor and are subject to prosecutorial discretion.**
- c. *Case* – the matter filed; it takes a line on the Court's calendar. Some cases consist of two charges (driving under the influence and driving while license suspended).

Some incidents result in multiple cases due to the number of charges filed. The prosecutor typically counts cases by incident.

- d. *Calendar* – this is the collection of cases heard on any particular date and time and is typically batched by stage of proceeding (arraignment, pre-trial, etc.). The City provides one prosecutor per calendar.
- e. *Hearing* – each time a case is on the calendar is a hearing. Sometimes multiple charges and/or cases are heard together because they all involve one defendant. When cases are continued, set for reviews or continue on to trial, hearings are added. One incident may have multiple hearings before being final adjudication.

Tracked volume – The volume of cases in municipal court has reduced since 2015.



	Annual	Monthly	% change	Aggregate
2015	4197	350	-	-
2016	3569	297	-15%	-15%
2017	3097	258	-13%	-26%
2018	3187	265	3%	-24%
2019	3050	255	-4%	-27%
2020	2274	189	-25%	-46%
2021*	773	154	-19%	-56%

*2021 is based on numbers from January through May – percentage for this year was derived by projecting the five month number for the year; if this number holds through the year, it will yield a caseload of 1,848 for the year.

Covid-19: In terms of the impact of Covid restrictions on caseload, pandemic restrictions began mid-March of 2020 and are expected to be fully lifted July 1, 2021. Working with the pre-pandemic caseload of 2020, the caseload appears to have dropped 15% during the Covid restrictions that year, although even in the pre-pandemic months, the caseload was down from 2019.¹

Applying 15% to the 2021 caseload (the first six months of which fall into Covid restrictions) yields a forecast of 2125 cases. This is a seven percent reduction from 2020 actual caseload and a 20% reduction from the 2020 caseload based on the pre-Covid months.

University Place: Effective January 1, 2021, City of University Place cases are adjudicated at Pierce County District Court. Unresolved cases from University Place that predate January 1,

¹ The monthly average caseload for the first quarter of 2020 is 222, which would yield an annual caseload of 2,672 (the actual number with Covid restrictions is 2274, approximately 400 annual and 31 monthly cases shy of what the first quarter suggested. The annual caseload suggested by the first quarter of 2020 is still a drop of 13% from the 3050 caseload for 2019.

2021 remain with the City. This client city accounted for approximately ten percent of the total caseload in 2019 and 2020, dropping to less than 1% of caseload in the first four months of 2021.

The City has adjusted capacity to account for the departure of the City of University Place with measures such as a reduction in judicial hours and other resource reduction in the Court office. The remaining question is whether further adjustment within the City is warranted based on reduced caseload.

The factor within the City's control that influences caseload is number of hearings. Each hearing takes time on a court calendar. Once a calendar takes a full morning or afternoon, another calendar may be needed. Each calendar requires the attendance of one prosecuting attorney. There are models that have two or more prosecutors working a calendar, with one on the record and others negotiating. For the City of Lakewood, the attorney who will be on the record negotiates cases in advance of the calendar. Ideally, with two prosecutors, one court room and five calendar days in the week, any given prosecutor is in court about half the time and preparing for court the other half.

If calendars are added, it results in a need for additional prosecutors. For example, if a jury trial takes one court room, it also takes one prosecutor. If there is an arraignment calendar in another court room at the same time, another prosecutor is needed. If there is, on the Friday of a Jury Week, a jury, an arraignment calendar and a criminal appeal to Pierce County Superior Court, three attorneys are needed.

Returning to the above-referenced spreadsheets, it appears that despite an overall drop in cases, the number of hearings has held steady and in 2021 is showing a slight increase. Extra calendars have been added sporadically, but not consistently. The Legal department is able to absorb an occasional increase in calendars, but would need additional resources if extra calendars evolve into regular calendars.

b. Prosecution resources – invested and expended

The City's resource allocation for prosecution services compares favorably to other jurisdictions.

City/budget page	Total for Dept.	Prosecutors	Pros Support	Included
Lakewood (333)	9.5	2	2.5	Clerk
Auburn (155)	16	4	3	Clerk
Bremerton (177)	12.5	2	2.13	Clerk, HR and Risk
Lacey (section 3-30)	Private firm	N/A	N/A	No other depts.
Olympia (pp 5-18)	N/A	3	2	No other depts.
Puyallup (146)	7	3	2	No other depts.

Services within the criminal side of the Legal Department beyond those directly required by prosecution include providing police advice, defending drug forfeitures at both the administrative and judicial level, U-Visa review and backup in other areas as needed.

Overall services provided by the Legal Department include the following:



Specific to prosecution, functions include incident review, charging, case preparation and negotiation, court coverage, motion, trial and appellate work. Related services provided include police advice, U-Visa review, drug forfeiture and car impound hearing coverage. There is heavy coordination with Law Enforcement, Code Enforcement, Court Administration and the Public Defender.

Customer service: Within the department as a whole, customer service is a high priority. The Legal Department assumes responsibility for contacts that do not fit neatly into any other department's work and often relate to requests for documents. Part of the department's responsibility is the front desk. In meeting this responsibility we coordinate with other departments. From the front desk and general reception, we are able to see trends in where services are moving smoothly and where they are in need of some fine tuning.

The overall philosophy is to address the customer's need as quickly and efficiently as possible and in a pleasant manner. When we fall short of this, the volume of work grows – when citizens questions are not answered, they keep asking.

Charging data: The City recently found a data input error that compromises the charging turnaround time data for 2020 and 2021. In the years 2017, 2018, and 2019 the Legal Department reduced charging review time from 63 to 18 to 6 days. Anecdotally, charging review is currently within two weeks and correct data collection has resumed. Charging includes review

of the police report, ordering any supplemental reports, contacting witnesses, ordering evidence, and preparation of charging documents for filing with the Court.

If a defendant is in custody, they will appear in the next arraignment calendar and a charging decision comports with this timing. If a defendant is out of custody, the reports are referred to the Prosecutor for charging review and the process is less time sensitive. The statute of limitations for a misdemeanor is a year and two years for a gross misdemeanor. As indicated, reliable data collection is underway and estimated time from receipt to filing is within two weeks.

Technology: The Legal Department relies heavily on technology. Public Records Act compliance uses two programs – GovQA and NextRequest. These programs have ensured the City’s ability to comply with state reporting requirements for the Public Records Act.

The City has transitioned from paper files to a digital filing program LawBase. This program houses all of the City’s prosecution files electronically. There remain some old paper files, but the vast majority of the City’s prosecution files are digital and all new cases are exclusively digital.

The Municipal Court has implemented OCourts, an online system for the Court files and Court documents. This program enhances the ability to prepare documents in advance for Court hearings and streamline time in the courtroom.

During the pandemic, the City has tried six criminal jury trials. The Court, defense and prosecution continue to work to effectively present a case with an adequate record, balancing face masks, social distancing, microphones and recording equipment.

Until very recently, Pierce County Jail inmates were transported to the Municipal Court for hearings. For many years, the City has advocated for video arraignments, which would reduce the need for daily transports from the jail to the court room. The Nisqually Jail accommodates video hearings and shifted to Zoom during the pandemic. In response to potential cases at the jail, Pierce County agreed to hold hearings by Zoom, meaning that nearly all in-custody matters are now handled virtually. The Court livestreams the hearings to YouTube to comply with open court requirements.

c. Prosecutorial philosophy

The role of the prosecutor is to pursue justice through the exercise of prosecutorial discretion. This means that the prosecutor determines charges and disposition of cases independently. While the City can adopt specific ordinances with criminal sanctions and express desired goals of the criminal justice system, each case coming before the prosecutor is processed in accordance with determinations made by the prosecutor.

The City approaches the vast majority of cases in Municipal Court with a goal of rehabilitation rather than punishment. Frequently offenders are released to the same community where they offended. With this in mind, the City tries to incentivize opportunities to lower recidivism such

as treatment, work crew, and community service. The City also ensures the victim's voice is heard with tools such as No Contact Orders and orders for restitution to help make the victim "whole" as much as possible. The overall goal is to return the offender to the community and avoid recurrence of criminal behavior.

To date, the data collected through prosecution to show demographics is specific to crime victims. Prosecutors have not invested resources in determining correlation between demographics and witnesses, jurors or offenders.

For some offenders, jail is the option most likely to deter future criminal behavior. The most common use of jail is when it is mandated by state law, such as for Driving Under the Influence (DUI).

Trial: Being able to effectively try cases is critical to the criminal justice system. A court that is moving hundreds of cases each month and thousands each year requires a well-defined end point. Role of trial in achieving goals –A trial allows for a victim's voice to be heard, an offender to be held accountable, and the City to be held to its evidentiary burden. Sometimes a trial is the only way to get a resolution for the Court to be able to order treatment.

Approximately 98% of criminal cases that are not dismissed resolve by way of plea bargain. Plea bargaining allows for the City and Defense to discuss a mutually beneficial resolution to the case. For the other 2% of cases that are not successfully negotiated, the City decides whether or not to proceed to a criminal trial with the evidence available. These cases are often domestic violence and DUI cases.

Domestic Violence: The City's role in domestic violence cases is through effective prosecution of misdemeanor and gross misdemeanor offenses. The goal is to hold batterers accountable. Within this type of case is a strong need to support victims. In order to address both areas effectively, the City partners with the Crystal Judson Center and the YWCA. Both service providers are dedicated to supporting victims of domestic violence and can provide that support while the City pursues criminal justice for the offense.

The City is responsible for victim services within the criminal justice system pursuant to state law.² Victim contact provided by the City has for the past decade been funded with STOP grant money acquired by the City. This funding provides a half-time office assistant (OA) responsible for attempting contact with all named victims in domestic violence incident reports to assist them through the criminal justice process. Initial contact from the City usually occurs once a criminal charge is filed and court date set. The OA talks with the victim about the court date, answers basic questions about the criminal justice process, reviews available services, confirms contact options and arranges for a Victim Impact Statement. During the initial conversation, the OA also notes the victim's interest in prosecution and acquiring a No Contact Order.

² RCW 7.69.030 Rights of victims, survivors, and witnesses.

Driving Under the Influence: The most resource intensive case the City prosecutes is DUI. These typically take an officer four hours to process from the time of the stop to the conclusion of the investigation. There is a lot of physical evidence that is gathered for DUIs, including a breath or blood sample for forensic analysis. Prosecution of DUI frequently relies on the forensic analysis of breath or blood in order to go forward.

Due to the significance of blood evidence, the City will wait for toxicology results prior to making a filing decision. The Washington State Patrol Toxicology Laboratory takes approximately 5-12 months to submit blood results to the requesting agency.

In rare circumstances, the City will file DUI charges without toxicology results and pursue a special request to the Toxicology Lab. This is done when there is a community safety concern that rises to the level of performing blood analysis on the requested case in advance of the other cases that are waiting. The Toxicology Lab will accommodate limited requests for rush analysis of blood and the request must be due to community safety concerns.

Occasionally, the City can proceed without blood results. This is also rare, but if there are sufficient other facts to support conviction, the City may file DUI charges without waiting for blood test results. Proceeding on a DUI without forensic evidence makes it difficult to secure a guilty conviction. The City has tried such cases and find that juries tend to expect blood and/or breath test results to support a conviction.

Possession of Controlled Substances: Earlier presentations to City Council have addressed the recent ruling by the Washington State Supreme Court finding the crime of Possession of Controlled Substances to be unconstitutional. One outcome of the ruling is that county prosecutors throughout the state are reviewing convictions based on this law. Some of those cases, without the possession charge, consist of misdemeanors within our jurisdiction. As such, those cases, previously addressed as drug felonies in Superior Court, now come through our Legal Department for charging review.

Following the ruling, the City adopted code language making possession of controlled substances a gross misdemeanor, the most severe type of crime within our jurisdiction. Subsequently, the Washington State Legislature adopted into law a plan to ultimately have all such cases processed as civil infractions. For now, the state law requires that the first two contacts for possession of controlled substance result only in referral to services. Upon a third such contact, the case may be referred to the prosecutor, who may refer again to services, although at this point such referral is not required.

The law has changed so drastically in this area that forecasting the impact on prosecution can only be a guess. The City continues to coordinate heavily with law enforcement and other jurisdictions to determine the best course for the City.

Veteran's Court: The City of Lakewood conducts one therapeutic court, Veterans Court. **Participants in Veteran's Court must be referred by the Prosecuting Attorney** but can decline participation. The Court does not select participants, but may deny a prospective

participant. Once referred and accepted, the Court determines a participant's continuation in the program.

Therapeutic Courts are generally far more resource intensive than traditional court. The concept is that in some cases, the root cause of the criminal conduct are related to military service and best addressed through services available to Veterans. Examples are Post Traumatic Stress Disorder and some chemical dependency issues. The program in Lakewood is entirely grant funded.

Lakewood's program is distinguishable from other jurisdictions in the focus on pre-conviction participants. Most Veteran's Courts (Thurston County, Pierce County District Court, and Spokane County) are post-disposition. Restricting the program to pre-conviction participants not only limits the number of eligible participants, but may appeal to individuals more interested in avoiding criminal sanction than dealing with the root cause of the conduct.

Of most concern about exclusively addressing pre-conviction cases is the potential for bearing liability for supervision of offenders as they go through the program. While state law provides some protection to municipalities for the supervision of offenders, there is room for liability if the supervision is deemed to be "gross negligence."³ The prosecutor is exclusively responsible for recommending participants to the program, and in Lakewood, participation typically means there will not be a conviction. This is not appropriate in any number of cases, such as repeat DUIs, and would not be an issue in other jurisdictions, where participation post-conviction is the norm.

Friendship Diversion: Rather than filing criminal charges into court, the City Prosecutor has the option of referring the case to Pierce County's Friendship Diversion program. The program reaches out to the offender to discuss enrollment and requirements. If the offender successfully completes the requirements, the City declines to file criminal charges. Cases that successfully move through this program, because they are never filed with the court, do not take any court or public defender resources and prosecution resources are limited to initial review and referral.

d. Looking Forward

The data shows a reduction in caseload and certain factors, such as University Place going to Pierce County, suggest that the lower caseload will hold. However, there are other potential influences on the prosecutor's workload that suggest continued investment of resources. Among these are the City's focus on Code Enforcement and consideration of body worn cameras and the related additional discovery work. The Legal Department will continue to track closely the balance between resources and results to achieve the most efficient and effective prosecution program possible.

³ RCW 4.24.760; see also *Benskin v. City of Fife*, 167 Wn.2d 1021 (2010).

City of Lakewood

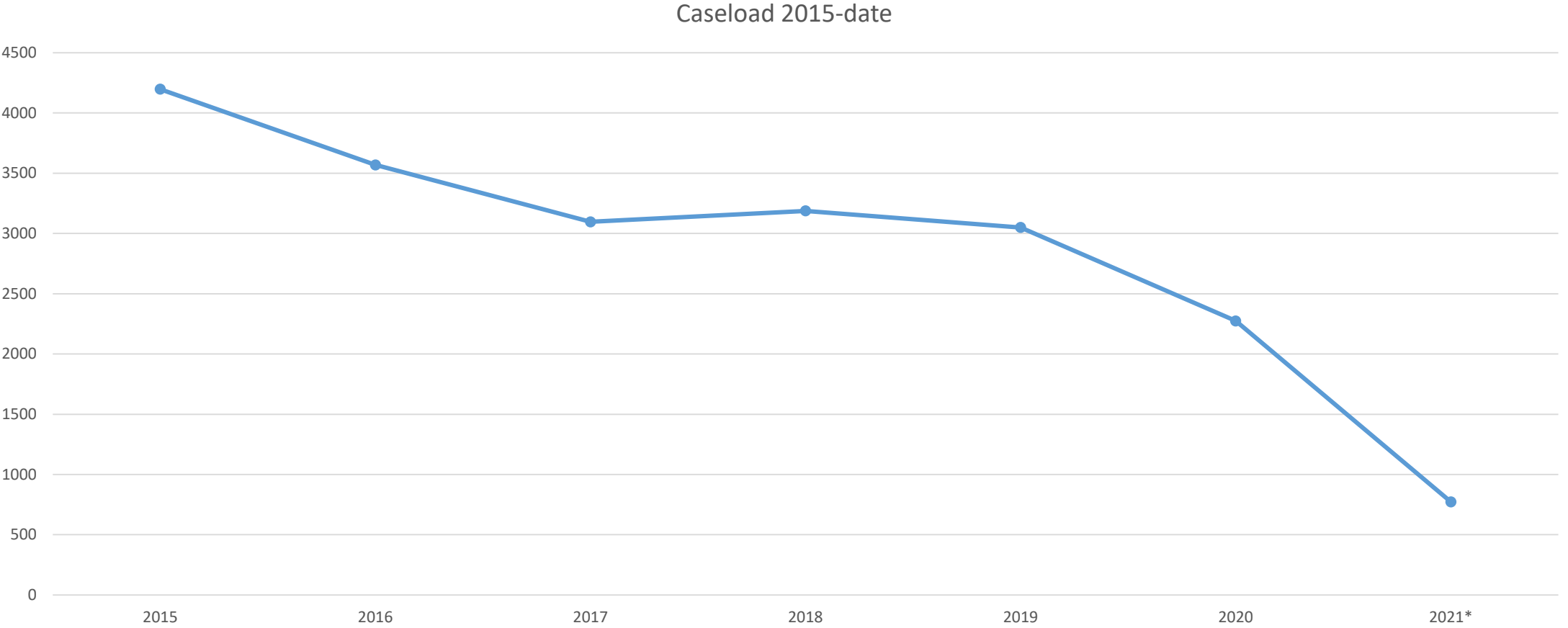
Legal Department – Prosecution and Related Services

Prosecutorial Discretion

- Prosecutorial Discretion –
 - Whether and when to file charges
 - Whether and when to plea bargain
 - Considers policies, resources, public safety



Caseload volume is dropping



Resource investment

City/budget page	Total for Dept.	Prosecutors	Pros Support
Lakewood (333)	9.5	2	2.5
Auburn (155)	16	4	3
Bremerton (177)	12.5	2	2.13
Lacey (section 3-30)	Private firm	N/A	N/A
Olympia (pp 5-18)	N/A	3	2
Puyallup (146)	7	3	2

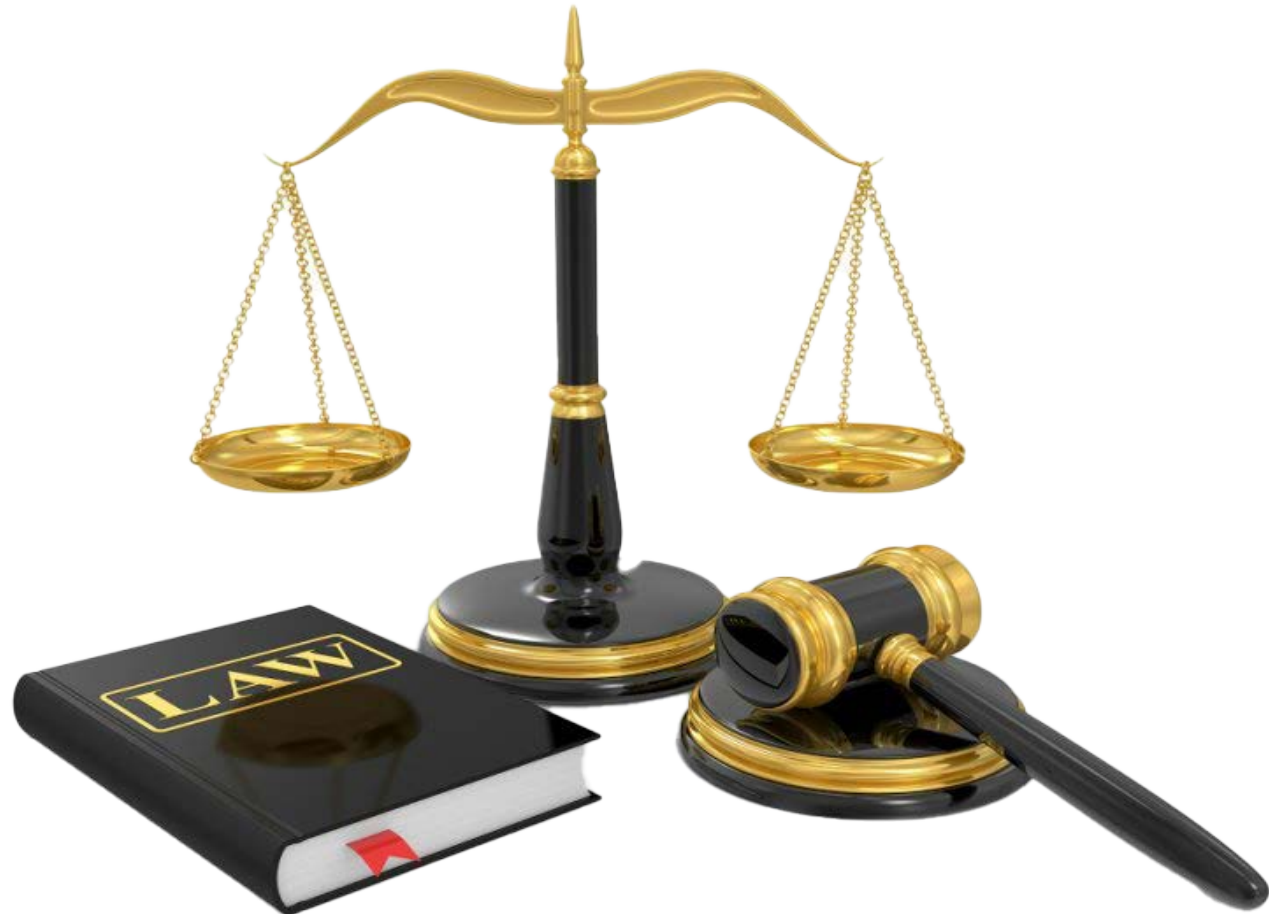
Prosecution - significant charges

- Domestic Violence
- Driving Under the Influence
- Possession of Controlled Substance



Prosecution - programs

- Veteran's Court
- Friendship Diversion





TO: Mayor and City Council

FROM: Heidi Ann Wachter, City Attorney

THROUGH: John Caulfield, City Manager *John F. Caulfield*

DATE: June 28, 2021

SUBJECT: Review of state law related to legal holidays

This is to inform the City Council's decision regarding adoption of Juneteenth as a paid City holiday for the City of Lakewood. While federal and state government have each done this, in order for City employees to celebrate Juneteenth as a paid holiday requires legislative action.

With overwhelming support in the House and Senate, this year the Washington State legislature passed [HB 1016](#), recognizing Juneteenth as a State holiday. In 2022, Washington will join 46 states and the District of Columbia in recognizing the day as an official State holiday.

June 19th has been celebrated in communities across the nation. Also known as Freedom Day, Jubilee Day, Liberation Day, or Emancipation Day, Juneteenth commemorates the day that African slaves in Texas learned of their freedom.

The state law also lists days of recognition that are not celebrated as legal holidays.

City Holidays

The City has established the following 10 official legal holidays: New Year's Day, MLK Jr. Day, President's Day, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day and the day immediately following, and Christmas Day. Juneteenth would be the 11th, and would be taken on June 19th, or on the Friday immediately before or the Monday immediately following should June 19th fall on at Saturday or Sunday, respectively.

Providing an additional paid holiday is a cost to the City. In 2020, the average payroll costs, including pay, tax and benefits, associated with a holiday was just under \$83,000. Assuming 3% increases for 2021, and 2022, the estimated cost of a holiday in 2022 is just over \$88,000. This is not an additional financial cost, since it would be converting a paid work day to a paid holiday. However, it is an opportunity cost, for work not being done.

The new financial costs associated with an additional holiday is holiday premium pay, available to those who are required to work on a paid legal holiday. In 2020, the average cost to the City for holiday premium pay for a holiday, including tax and benefits, was just over \$16,000. Adjusted by 3% for 2021 and 2022, the estimated additional cost to the City to establish Juneteenth as a holiday in 2022 is just over \$21,000.

In terms of operations, the City has identified no significant operational impacts associated with establishing an additional holiday. The City will be closed for normal business, and 24/7 operations, including Police and PRCS, will continue as usual. Adding the holiday almost a year out allows the City to plan events and other activities around the holiday.

Collective Bargaining Agreements

Collective Bargaining Agreements (CBA) between the City and the four bargaining units are not specifically tied to either the State schedule or City Code. Should the City adopt legislation to add Juneteenth to paid city holidays, it will apply only to nonrepresented employees;

Currently the City's labor contract all list the specific holidays; although currently consistent, they are not specifically tied to the State schedule, nor to the City ordinance. The bargaining units will need to bargain for any new holiday to be included in the contract. As you are probably aware, one of the City's four labor contracts is currently expired, and two more expire at the end of 2021. The last one is through 2022. Thus, three of the four bargaining units will likely incorporate this paid holiday into a new contract. The fourth may ask for a Memorandum of Understanding and negotiate to receive the paid holiday mid-contract.

Recommendation

As part of the July 6, 2021 City Council meeting it is recommended that the City Council adopt Juneteenth as a paid City Holiday for the City of Lakewood and adopt by reference the days of recognition as outlined by RCW [1.16.050\(7\)](#).

RCW 1.16.050

"Legal holidays" and "legislatively recognized days"—Unpaid holidays for employees with appointments or contracts of less than twelve consecutive months.

*** CHANGE IN 2021 *** (SEE 1016-S.SL) ***

(1) The following are state legal holidays:

(a) Sunday;

(b) The first day of January, commonly called New Year's Day;

(c) The third Monday of January, celebrated as the anniversary of the birth of Martin Luther King, Jr.;

(d) The third Monday of February, to be known as Presidents' Day and celebrated as the anniversary of the births of Abraham Lincoln and George Washington;

(e) The last Monday of May, commonly known as Memorial Day;

(f) The fourth day of July, the anniversary of the Declaration of Independence;

(g) The first Monday in September, to be known as Labor Day;

(h) The eleventh day of November, to be known as Veterans' Day;

(i) The fourth Thursday in November, to be known as Thanksgiving Day;

(j) The Friday immediately following the fourth Thursday in November, to be known as Native American Heritage Day; and

(k) The twenty-fifth day of December, commonly called Christmas Day.

(2) Employees of the state and its political subdivisions, except employees of school districts and except those nonclassified employees of institutions of higher education who hold appointments or are employed under contracts to perform services for periods of less than twelve consecutive months, are entitled to one paid holiday per calendar year in addition to those specified in this section. Each employee of the state or its political subdivisions may select the day on which the employee desires to take the additional holiday provided for in this section after consultation with the employer pursuant to guidelines to be promulgated by rule of the appropriate personnel authority, or in the case of local government by ordinance or resolution of the legislative authority.

(3) Employees of the state and its political subdivisions, including employees of school districts and those nonclassified employees of institutions of higher education who hold appointments or are employed under contracts to perform services for periods of less than twelve consecutive months, are entitled to two unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. This includes employees of public institutions of higher education, including community colleges, technical colleges, and workforce training programs. The employee may select the days on which the employee desires to take the two unpaid holidays after consultation with the employer pursuant to guidelines to be promulgated by rule of the appropriate personnel authority, or in the case of local government by ordinance or resolution of the legislative authority. If an employee prefers to take the two unpaid holidays on specific days for a reason of faith or conscience, or an organized activity conducted under the auspices of a religious denomination, church, or religious organization, the employer must allow the employee to do so unless the employee's absence would impose an undue hardship on the employer or the employee is necessary to maintain public safety. Undue hardship shall have the meaning established in rule by the office of financial management under RCW 43.41.109.

(4) If any of the state legal holidays specified in this section are also federal legal holidays but observed on different dates, only the state legal holidays are recognized as a paid legal holiday for employees of the state and its political subdivisions. However, for port districts and the law enforcement and public transit employees of municipal corporations, either the federal or the state legal holiday is

recognized as a paid legal holiday, but in no case may both holidays be recognized as a paid legal holiday for employees.

(5) Whenever any state legal holiday:

(a) Other than Sunday, falls upon a Sunday, the following Monday is the legal holiday; or

(b) Falls upon a Saturday, the preceding Friday is the legal holiday.

(6) Nothing in this section may be construed to have the effect of adding or deleting the number of paid holidays provided for in an agreement between employees and employers of political subdivisions of the state or as established by ordinance or resolution of the local government legislative authority.

(7) The legislature declares that the following days are recognized as provided in this subsection, but may not be considered legal holidays for any purpose:

(a) The thirteenth day of January, recognized as Korean-American day;

(b) The twelfth day of October, recognized as Columbus day;

(c) The ninth day of April, recognized as former prisoner of war recognition day;

(d) The twenty-sixth day of January, recognized as Washington army and air national guard day;

(e) The seventh day of August, recognized as purple heart recipient recognition day;

(f) The second Sunday in October, recognized as Washington state children's day;

(g) The sixteenth day of April, recognized as Mother Joseph day;

(h) The fourth day of September, recognized as Marcus Whitman day;

(i) The seventh day of December, recognized as Pearl Harbor remembrance day;

(j) The twenty-seventh day of July, recognized as national Korean war veterans armistice day;

(k) The nineteenth day of February, recognized as civil liberties day of remembrance;

(l) The nineteenth day of June, recognized as Juneteenth, a day of remembrance for the day the slaves learned of their freedom;

(m) The thirtieth day of March, recognized as welcome home Vietnam veterans day;

(n) The eleventh day of January, recognized as human trafficking awareness day;

(o) The thirty-first day of March, recognized as Cesar Chavez day;

(p) The tenth day of April, recognized as Dolores Huerta day;

(q) The fourth Saturday of September, recognized as public lands day; and

(r) The eighteenth day of December, recognized as blood donor day.

[2020 c 74 § 2. Prior: 2019 c 224 § 2; 2019 c 10 § 1; 2018 c 307 § 1; 2016 c 9 § 2; prior: 2014 c 177 § 2; 2014 c 168 § 1; 2013 c 5 § 1; 2012 c 11 § 1; prior: 2007 c 61 § 2; 2007 c 19 § 2; 2003 c 68 § 2; 2000 c 60 § 1; 1999 c 26 § 1; 1993 c 129 § 2; 1991 sp.s. c 20 § 1; 1991 c 57 § 2; 1989 c 128 § 1; 1985 c 189 § 1; 1979 c 77 § 1; 1977 ex.s. c 111 § 1; 1975-'76 2nd ex.s. c 24 § 1; 1975 1st ex.s. c 194 § 1; 1973 2nd ex.s. c 1 § 1; 1969 c 11 § 1; 1955 c 20 § 1; 1927 c 51 § 1; RRS § 61; prior: 1895 c 3 § 1; 1891 c 41 § 1; 1888 p 107 § 1.]

NOTES:

Finding—Intent—2020 c 74: "The legislature finds that with the help of over two hundred fifty thousand registered donors and volunteers in the state, blood centers collect close to one thousand units of blood each day. All blood receives immediate, comprehensive testing so that it can be available to regional hospitals, usually in less than twenty-four hours after donation. About one in seven people entering a hospital need blood. Blood is always needed for treatment of accident victims, cancer patients, hemophiliacs, and surgery patients. Blood cannot be manufactured. Blood is collected at local donor centers and mobile units travel to hundreds of blood drives every month at work sites, schools, places of worship, and other community locations throughout the Pacific Northwest. Blood donation is one of the most significant contributions that a person can make towards our society. When the Amtrak Cascades passenger train 501 tragically derailed near Olympia on December 18, 2017, our state came

together to save the lives of more than eighty injured passengers. A team comprised of emergency responders, health care providers, ordinary citizens, and blood donors at blood centers throughout the state collected over two thousand units to respond to the lives of those in need. Blood donation is an integral community responsibility that connects all of us in our state. Therefore, it is the intent of the legislature to recognize and celebrate the incredible value of blood donors and blood donations in Washington by designating the eighteenth day of December as blood donor day." [2020 c 74 § 1.]

Finding—Intent—2019 c 224: "The legislature finds that the public lands managed by federal, state, and local governments are one of the state's finest and most remarkable attributes. Public lands directly help power the economy of the state, through the multibillion dollar outdoor recreation economy, and working forests, aquatic lands, and other resources that are being sustainably managed for public benefit. The excellence and pervasiveness of public lands in Washington are also integral to making it an attractive place for people to live, work, and play. Therefore, it is the intent of the legislature to recognize and celebrate the incredible value of preserving and protecting the public lands in Washington by designating the fourth Saturday in September as public lands day." [2019 c 224 § 1.]

Findings—Intent—2016 c 9: "(1) The legislature finds that:

(a) Human trafficking is a horrendous crime and activity in which force, fraud, or coercion is used to force adults into labor or commercial sexual exploitation, or force children and youth into child commercial sexual exploitation;

(b) In 2002, Washington was the first state in the United States to create a state antitrafficking of persons task force; safety measures for noncitizen, nonresident persons recruited by international matchmaking organizations for the purpose of providing dating, matrimonial, or social referral services; and a definition of human trafficking crimes at the state level;

(c) In 2003, Washington was the first state to enact a state crime of human trafficking;

(d) In 2004, an advisory committee on trafficking was convened by the United States attorney's office for the western district of Washington, creating a multidisciplinary team to collaborate locally, nationally, and internationally;

(e) According to the Washington state attorney general's office, fifty-five percent of global internet child pornography is initiated in the United States, with the child victims often being runaways, troubled, or homeless youth;

(f) The Washington anti-trafficking response network reports that they have seen cases of young men and boys exploited in the construction industry, and immigrants and others exploited by restaurants, small businesses, agriculture, and the commercial sex industry; and

(g) The Washington state legislature enacted forty antitrafficking laws between 2002 and 2015, and has been recognized by shared hope international and the polaris project as being among the very top states in the country for antitrafficking advocacy and legislation.

(2) The legislature intends to recognize and honor Washington state's efforts to reduce human trafficking by designating the eleventh day of January in each year as "human trafficking awareness day."" [2016 c 9 § 1.]

Findings—Intent—2014 c 177: "(1) The Washington state legislature finds that:

(a) Native Americans have long inhabited the area now known as Washington state, living in sustainable cultures based on cooperation and respect for the land and all creatures;

(b) Native Americans suffered many grave injustices when nontribal people settled in Washington state, but endured to preserve remarkable American Indian cultures;

(c) Native Americans have contributed immeasurably to Washington state and the United States as scholars, artists, entrepreneurs, and leaders in all realms of society;

(d) Native Americans have served with honor and distinction in the United States armed forces, and many made the ultimate sacrifice in that service;

(e) Many states have designated days, weeks, or months honoring Native American heritage, and on October 21, 2013, President Barack Obama proclaimed November 2013 as National Native American Heritage Month and called upon all Americans to celebrate November 29, 2013, as Native American Heritage Day; and

(f) More than one hundred eighty federally acknowledged Native American tribes in the United States, including many Washington state tribes, support recognizing a day honoring Native American heritage.

(2) The Washington state legislature therefore intends to recognize and honor Washington state's proud and resonant Native American heritage by designating the Friday immediately following the fourth Thursday in November, currently a state legal and school holiday, as "Native American Heritage Day." [2014 c 177 § 1.]

Finding—Declaration—2007 c 61: "The legislature recognizes that on June 19, 1865, Union soldiers landed at Galveston, Texas with news that the Civil War had ended and the slaves were now free; that this was two and a half years after President Lincoln signed the Emancipation Proclamation on January 1, 1863; that the end of slavery brought on new challenges and realities in establishing a previously nonexistent status for African Americans in the United States; that racism and continued inequality is the legacy of slavery and acknowledging it is the first step in its eradication; and that since 1980 June 19th has been celebrated as Juneteenth across the United States as a day for people to come together in the spirit of reconciliation to commemorate the contributions of African Americans to this country's history and culture.

The legislature declares that an annual day of recognition be observed in remembrance of the day the slaves realized they were free as a reminder that individual rights and freedoms must never be denied." [2007 c 61 § 1.]

Findings—2007 c 19: "The legislature finds that in the more than one hundred years that Koreans have immigrated to the United States, these immigrants and their descendants have made an invaluable contribution to our state and nation. Korean-Americans have worked for many years to better not only their community, but the communities in which they live and the state as a whole. The legislature further finds that due to the close friendship between the people of Korea and the United States, it is fitting to recognize Korean-American contributions to our society in a dignified and fitting manner, and to encourage Korean-Americans to honor the sacrifices made by American citizens during the Korean War." [2007 c 19 § 1.]

Finding—1993 c 129: "The legislature finds that Washington's children are one of our most valuable assets, representing hope for the future. Children today are at risk for many things, including drug and alcohol abuse, child abuse, suicide, peer pressure, and the economic and educational challenges of a changing world. It is increasingly important for families, schools, health professionals, caregivers, and workers at state agencies charged with the protection and help of children to listen to them, to support and encourage them, and to help them build their dreams for the future.

To increase recognition of children's issues, a national children's day is celebrated in October, with ceremonies and activities devoted to children. Washington state focuses special attention on its children by establishing a Washington state children's day." [1993 c 129 § 1.]

Finding—Declaration—1991 c 57: "The legislature finds that the Washington army and air national guard comprise almost nine thousand dedicated men and women who serve the state and nation on a voluntary basis. The legislature also finds that the state of Washington benefits from that dedication by immediate access to well-prepared resources in time of natural disasters and public emergency. The national guard has consistently and frequently responded to state and local emergencies with people and equipment to provide enforcement assistance, medical services, and overall support to emergency management services.

The legislature further declares that an annual day of commemoration should be observed in honor of the achievements, sacrifices, and dedication of the men and women of the Washington army and air national guard." [**1991 c 57 § 1.**]

*Court business on legal holidays: RCW **2.28.100, 2.28.110.***

*School holidays: RCW **28A.150.050.***

ORDINANCE NO. XXX

AN ORDINANCE of the City Council of the City of Lakewood, Washington, amending Chapter 1.12 of the Lakewood Municipal Code relating to City Holidays.

WHEREAS, this year the Washington State legislature passed HB 1016, recognizing Juneteenth as a State holiday; and

WHEREAS, the Juneteenth is the oldest known celebration commemorating the end of slavery in the United States; and

WHEREAS, since its origin in 1865 in Galveston, Texas, the observance of June 19 (Juneteenth) as the African American Emancipation Day has spread across the United States and beyond; and

WHEREAS, Juneteenth is a day to recognize and honor the contributions that African Americans have made to our city, state and country; and

WHEREAS, Juneteenth is a chance to reflect on the progress that must continue to ensure that all have equal access and opportunity to participate fully in our society; and

WHEREAS, people of all races, nationalities and religions are joining hands to acknowledge a period in our history that shaped and continues to influence our society today.

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

Section 1. That Section 1.12.010 of the Lakewood Municipal Code is amended to read as follows:

A. The following days shall be the official legal holidays of the City:

1. January 1st, to be known as New Year's Day;
2. The third Monday of January, celebrated as the anniversary of the birth of Martin Luther King, Jr.;
3. The third Monday in February, to be known as President's Day and to be celebrated as the anniversary of the birthdays of Abraham Lincoln and George Washington;
4. The last Monday of May, to be known as Memorial Day;

5.) The nineteenth day of June, recognized as Juneteenth, a day of remembrance for the day the African slaves learned of their freedom;

- ~~5~~6. July 4th, being the anniversary of the Declaration of Independence;
- ~~6~~7. The first Monday in September, to be known as Labor Day;
- ~~7~~8. November 11th, to be known as Veterans Day;
- ~~8~~9. The fourth Thursday in November, to be known as Thanksgiving Day;
- ~~9~~10. The day immediately following Thanksgiving Day;
- ~~10~~11. December 25th, to be known as Christmas Day.

B. City Hall shall be closed for regular business on the City Hall holidays listed above.

Section 2. That the City adopts by reference state law regarding days of recognition as detailed in RCW 1.16.050(7).

Section 3. Severability. If any portion of this Ordinance or its application to any person or circumstances is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances shall not be affected.

Section 4. Effective Date. That this Ordinance shall be in full force and effect thirty (30) days after publication of the Ordinance Summary.

ADOPTED by the City Council this 6th day of July, 2021.

CITY OF LAKEWOOD

Attest:

Don Anderson, Mayor

Briana Schumacher, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney