



LAKEWOOD CITY COUNCIL AGENDA

Monday, July 19, 2021

7:00 P.M.

City of Lakewood

6000 Main Street SW

Lakewood, WA 98499

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

Those who do not have access to YouTube can participate via Zoom by either visiting <https://us02web.zoom.us/j/86872632373> or calling by telephone: Dial +1(253) 215-8782 and enter participant ID: 868 7263 2373.

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

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

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

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

Page No.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS AND PRESENTATIONS

- (5) 1. Proclamation recognizing July as the anniversary month of the Americans with Disabilities Act. – *Mr. Julian F. Wheeler, Chair, Pierce County Accessible Communities Advisory Committee*

PUBLIC COMMENTS

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.

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

- (6) A. Approval of the minutes of the City Council meeting of June 21, 2021.

- (11) B. Motion No. 2021-42

Authorizing the execution of an agreement with the Washington State Department of Ecology to accept a grant, in the amount of \$188,440, for the Pollution Prevention Assistance program.

- (34) C. Motion No. 2021-43

Authorizing the execution of an agreement with Parametrix, Inc., in an amount of \$130,975, for the JBLM-North Access Improvement project.

- (42) D. Motion No. 2021-44

Authorizing the execution of an interlocal agreement with the State of Washington Department of Social and Health Services (DSHS), in the amount of \$90,000, for Western State Hospital Police Protection.

- (65) E. Motion No. 2021-45

Authorizing the execution of an interlocal agreement with the State of Washington Department of Social and Health Services (DSHS), in the amount of \$621,000, for Western State Hospital Community Partnerships.

- (90) F. Motion No. 2021-46

Authorizing the execution of an amendment to the agreement with Buell Recreation, LLC, in the amount of \$23,308, for the Fort Steilacoom Park All Abilities Playground project.

- (93) G. Motion No. 2021-47

Authorizing the purchase of Body Worn Cameras.

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.

(94) H. Motion No. 2021-48

Reappointing Peter Marsh to serve on the American Lake - Lake Management District No. 1 Advisory Committee through June 2, 2024.

(97) I. Motion No. 2021-49

Appointing Kyle Manglona and Kerri Pedrick to serve on the Lakewood's Promise Advisory Board through May 21, 2024.

(103) J. Motion No. 2021-50

Reappointing Alan Hart and Tod Wolf to serve on the Public Safety Advisory Committee through August 6, 2024.

(108) K. Items filed in the Office of the City Clerk:

1. American Lake – Lake Management District No. 1 Advisory Committee meeting minutes of February 25, 2021.
2. Planning Commission meeting minutes of June 16, 2021.

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

RESOLUTION

(112) Resolution No. 2021-09

Authorizing the issuance of Conditional Certification of Acceptance of Tax Exemption within a Residential Target Area to One-12 Fund, LLC.

(138) Resolution No. 2021-10

Authorizing the execution of an intergovernmental agreement for the establishment of a regional coalition known as the South Sound Housing Affordability Partners (SSHA³P).

UNFINISHED BUSINESS

NEW BUSINESS

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

(193) American Rescue Plan Act (ARPA) Program Status Update.

(195) Western State Hospital Master Plan Update.

CITY COUNCIL COMMENTS**ADJOURNMENT**

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

CITY OF LAKEWOOD



PROCLAMATION

WHEREAS, on July 26, 1990, President George H.W. Bush signed into law the Americans with Disabilities Act (ADA) to ensure the civil rights of people with disabilities; and

WHEREAS, this legislation established a clear and comprehensive national mandate for the elimination of discrimination against individuals with disabilities; and

WHEREAS, on July 26, we will celebrate the anniversary of the signing of the Americans with Disabilities Act; and

WHEREAS, the ADA has expanded opportunities for Americans with disabilities by reducing barriers, changing perceptions, and increasing full participation in community life; and

WHEREAS, the full promise of the ADA will only be reached if we remain committed to continue our efforts to fully implement the ADA.

NOW THEREFORE, be it resolved that the Lakewood City Council declares the month of July as the anniversary month of the

AMERICANS WITH DISABILITIES ACT

and recognizes the progress that has been made by reaffirming the principles of equality and inclusion and recommits our efforts to ADA compliance.

PROCLAIMED this 19th day of July, 2021.

Don Anderson, Mayor



LAKEWOOD CITY COUNCIL MINUTES

Monday, June 21, 2021

City of Lakewood

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

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

Participant ID: 868 7263 2373

CALL TO ORDER

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

ROLL CALL

Councilmembers Present: 6 – Deputy Mayor Jason Whalen; Councilmembers Mary Moss, Mike Brandstetter, Patti Belle, Linda Farmer and Paul Bocchi.

Councilmembers Excused: 1 – Mayor Anderson.

PROCLAMATIONS AND PRESENTATIONS

Proclamation recognizing Andrea Gernon for her distinguished service to the City of Lakewood.

DEPUTY MAYOR WHALEN PRESENTED A PROCLAMATION TO MS. ANDREA GERNON FOR HER DISTINGUISHED SERVICE TO THE CITY OF LAKEWOOD.

Proclamation recognizing Juneteenth National Freedom Day.

COUNCILMEMBER MOSS PRESENTED A PROCLAMATION RECOGNIZING JUNETEENTH NATIONAL FREEDOM DAY.

Proclamation recognizing the month of June as Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ+) Pride month.

COUNCILMEMBER FARMER PRESENTED A PROCLAMATION RECOGNIZING THE MONTH OF JUNE AS LESBIAN, GAY, BISEXUAL, TRANSGENDER, AND QUEER (LGBTQ+) PRIDE MONTH.

West Pierce Fire and Rescue Update.

Fire Chief Jim Sharp reported that West Pierce Fire and Rescue (WPFR) responded to 16,124 calls for service last year, received \$1.35 Million in grant funding for equipment, training, a technical rescue vehicle, smoke alarm program and for hazardous spill mitigation. He shared that WPFR graduated the largest class of recruits which totaled 16 and have their first all female crew. He spoke

about efficiencies created through the establishment of Squad 21, Medic 24 and the Connected Care Program. Discussion ensued.

PUBLIC COMMENTS

The City Council received written comments via email in advance of the meeting from Christina Manetti and Matthew McCarthy.

Speaking before Council were:

Christina Manetti, Lakewood resident, spoke about corrections to the minutes of the City Council meeting of June 7, 2021.

Julian Wheeler, Lakewood resident, shared that the Pierce County Accessible Communities Advisory Committee meeting will be held virtually on Tuesday, July 13 at 9:00 a.m. He spoke about awareness and opportunities for persons with disabilities.

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

A. Approval of the minutes of the City Council meeting of June 7, 2021.

B. Motion No. 2021-36

Authorizing the execution of an interlocal agreement between Pierce County and Cities of Buckley, Bonney Lake, DuPont, Fife, Fircrest, Gig Harbor, Lakewood, Milton, Orting, Puyallup, Reston, Sumner, Tacoma, University Place and Town of Steilacoom for the formation of the Tacoma-Pierce County Driving Under the Influence (DUI) and Traffic Safety Task Force.

C. Motion No. 2021-37

Authorizing the execution of a Memorandum of Understanding with Harold Lemay Enterprises related to waste and recycle containers.

D. Motion No. 2021-38

Authorizing the participation in the Carts for Kids Program.

E. Motion No. 2021-39

Adopting the (2021-2024) City Council goals.

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

1. Parks and Recreation Advisory Board meeting minutes of April 27, 2021.
2. Lakewood's Promise Advisory Board meeting minutes of May 6, 2021.

Councilmember Brandstetter requested Item A., Approval of the minutes of the City Council meeting of June 7, 2021 be removed from the Consent Agenda.

Councilmember Farmer requested Item E., Motion No. 2021-39 be removed from the Consent Agenda.

COUNCILMEMBER FARMER MOVED TO ADOPT THE CONSENT AGENDA ITEM NO. B THROUGH ITEM NO. D AND ITEM NO. F. SECONDED BY COUNCILMEMBER MOSS. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

COUNCILMEMBER BRANDSTETTER MOVED TO CONTINUE CONSIDERATION OF ITEM A., APPROVAL OF THE MINUTES OF THE CITY COUNCIL MEETING OF JUNE 7, 2021, TO THE CITY COUNCIL MEETING OF JULY 6, 2021. SECONDED BY COUNCILMEMBER BOCCHI. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

COUNCILMEMBER MOSS MOVED TO ADOPT MOTION NO. 2021-39 AND AMEND THE 2021-2024 CITY COUNCIL GOALS AS FOLLOWS:

2.1.A Identify future transportation projects and determine advantageous and sustainable funding strategies. Update the comprehensive plan and six-year TIP when necessary.

2.3.A Enhance and upgrade street amenities, public right-of-way, and ~~wayfinding~~ wayfinding and reader board signage.

3.1.B Promote crime prevention through environmental design (CPTED) ~~principals~~ principles.

5.1 A. Create and implement a Communication Strategic Plan that prioritizes inclusivity, community engagement, ~~and~~ meaningful civic participation, and enhances branding standards.

ROBUST & ACTIVE COMMUNITY GOAL: *The City of Lakewood is a livable, resilient, and inclusive community that embraces and celebrates diversity and ~~provides~~ delivers equitable municipal services.*

SECONDED BY COUNCILMEMBER FARMER. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

UNFINISHED BUSINESS

None.

NEW BUSINESS

None.

REPORTS BY THE CITY MANAGER**Contaminated Properties Update.**

Economic Development Manager Newton shared that a Contaminated Properties Update was provided to the City Council on March 22, 2021 and as a follow up a cost benefit and economic impact analysis has been conducted for the Downtown sites. She then highlighted each of the five sites that were assessed including background of the property, current status, risk to the city, economic impacts and cleanup costs. She shared that next steps include continuing actions for each property, exploring grant opportunities and securing services of a remediation consultant for the Downtown. Discussion ensued.

American Rescue Plan Act (ARPA) Program Status Update.

Planning Manager Speir provided an update on the community engagement efforts related to the American Rescue Plan Act (ARPA) funding allocations. She reviewed dates for Community Boards, Committee and Commission meetings and lunch hour stakeholder summits. She shared that an Intern will be hired to assist with the work and compile information received through the community engagement process. She shared that the City is considering supporting the Clover Park High School Warriors for Change Program, leveraging funding in partnership with Pierce County and researching opportunities for a Community Navigation Program. She shared that next steps include a presentation to the City Council on August 23rd to review draft Resolution formalizing policies and priorities followed by Public Hearing on September 7th and final approval tentatively scheduled for September 21st.

City Manager Caulfield shared that the first regular in-person meeting will be held on July 6th and requested that the City Councilmembers identify a date that they can take a group picture.

He shared that it is recommended that the Council allocate funds to implement a Body Worn Camera program for the Lakewood Police Department.

He then reported that the Public Works Engineering Department will be pursuing Transportation Improvement Board grant funding for two sidewalk and two arterial projects. The project submittals are due on August 13th and funding recommendations are made in November.

He then shared Steilacoom Boulevard between Custer and Weller Road will be closed for the next three Wednesday's from 9 p.m. to 5 a.m. so that Tacoma Public Utilities can complete utility pole work.

He shared that the Office of Financial Management has released annual population and Lakewood is estimated at 60,330.

He shared that 11 permits have been issued for fireworks stands and 2 fireworks display permits have been issued. He noted that the Lakewood Police Department and West Pierce Fire & Rescue are coordinating on firework regulations.

He reported that COVID-19 vaccination rates continue to increase and positive cases are declining.

He then reported that the Army Environmental Command will process the City's requests to the Pentagon for relocation costs for the Tactical Tailor property.

CITY COUNCIL COMMENTS

Councilmember Moss spoke about visiting Ruston Way, mixed use development and attracting young people to the City.

Deputy Mayor Whalen shared that last week he attended the Pierce County Regional Council meeting where they reviewed the Countywide Planning Policies. He shared that he visited the Lakewood Police Station last week to extend appreciation to the Police Officers.

ADJOURNMENT

There being no further business, the meeting adjourned at 9:06 p.m.

JASON WHALEN, DEPUTY MAYOR

ATTEST:

BRIANA SCHUMACHER
CITY CLERK

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: July 19, 2021	TITLE: Authorizing the execution of an agreement with the WA Department of Ecology to accept a \$188,440.00 grant to support Pollution Prevention Assistance (PPA) Specialists and education outreach to small businesses.	TYPE OF ACTION: — ORDINANCE NO. — RESOLUTION NO. <u>X</u> MOTION NO. 2021-42 — OTHER
REVIEW:	ATTACHMENTS: Interagency Agreement with WA Department of Ecology	

SUBMITTED BY: Paul A. Bucich, Public Works Engineering Director

RECOMMENDATION: That the City Council pass a motion authorizing the City Manager to approve an Interagency Agreement with Dept. of Ecology accepting \$188,440.00 in grant funds for Pollution Prevention Assistance (PPA) Specialists who provide technical assistance and education outreach to small businesses in an effort to prevent pollution of waters of the state as part of the Pollution Prevention Assistance Partnership (formerly known as the Local Source Control (LSC) Partnership).

DISCUSSION: The funding will offset the cost for our Storm Water Compliance Inspector salary and other equipment, material and/or service(s) that the City of Lakewood has been using/providing as part of our National Pollutant Discharge Elimination System (NPDES) Phase II municipal stormwater permit. This agreement is for two years and does not require matching funds or new staffing.

ALTERNATIVE(S): The only alternative would be to decline the grant and continue to fund staff and services through the Surface Water Utility.

FISCAL IMPACT: The contract for \$188,440.00 will reimburse the City for the salary of the City's current Storm Water Compliance Inspector over two years; in addition the program allows for reimbursement of items and services that can assist Lakewood businesses in reducing stormwater pollution discharges, a net benefit of \$188,440 to the Utility.

Prepared by:
Weston Ott, PE, Engineer Services Manager

Department Director:
Paul A. Bucich, Public Works Engineering Director



City Manager Review:



DEPARTMENT OF
ECOLOGY
State of Washington

IAA No. C2200032

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

CITY OF LAKEWOOD

THIS INTERAGENCY AGREEMENT (“Agreement” or “IAA”) is made and entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and the City of Lakewood hereinafter referred to as the “CONTRACTOR,” pursuant to the authority granted by Chapter 39.34 RCW.

THE PURPOSE OF THIS AGREEMENT is for the CONTRACTOR to provide Pollution Prevention Assistance (PPA) Specialists who will provide technical assistance and education outreach to small businesses in an effort to prevent pollution of waters of the state as part of the Pollution Prevention Assistance Partnership (formerly known as the Local Source Control (LSC) Partnership).

WHEREAS, ECOLOGY has legal authority (RCW 70A.214 and RCW 70A.300) and the CONTRACTOR has legal authority (Lakewood Municipal Code 12.11.060, Illicit Discharge; and, 14.150.020 & 030, Aquifer Recharge Areas.) that allows each party to undertake the actions in this agreement.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1) SCOPE OF WORK

The CONTRACTOR shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, *Statement of Work*, and Appendix B, *Budget Detail*, attached hereto and incorporated herein.

2) PERIOD OF PERFORMANCE

The period of performance of this IAA will commence on **July 1, 2021**, and be completed by **June 30, 2023**, unless the Agreement is terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

3) COMPENSATION

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and RCW 39.26.180(3). This is a performance-based agreement, under which payment is based on the successful completion of expected deliverables and compliance with all terms and conditions.

Compensation for this agreement will be released in two 1-year phases. Phase One is limited to 50 percent of the project budget and Phase Two can be up to the remaining percentage of the project budget. On or before August 15, 2022, ECOLOGY will evaluate available funding and the CONTRACTOR's performance and progress towards meeting contract deliverables and spending. To release the second year funding the CONTRACTOR, by June 30, 2022, must:

1. Complete a minimum of 40% of the total site visit deliverables, and
2. Utilize 40% of the total compensation award.

If performance obligations have been met and funding is available per ECOLOGY's determination, the full year 2 budget award will be considered available. Should the CONTRACTOR fail to make satisfactory progress or funding is limited, ECOLOGY will determine the appropriate additional funding to release for year 2 of the contract. ECOLOGY will consider various factors in determining year 2 funding including, but not limited to, available funding, performance to date, staff vacancies, time and costs spent on unique program elements, and potential circumstances beyond the CONTRACTOR's control.

The source of funds for this IAA is Model Toxics Control Operating Account (23P), Model Toxics Control Capital Account (23N). Both parties agree to comply with all applicable rules and regulations associated with these funds.

The parties have determined that the cost of accomplishing the work identified herein will not exceed one hundred eighty eight thousand, four hundred forty dollars and zero cents (\$188,440.00), including any indirect charges. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree via an amendment to a higher amount. Compensation for services shall be based on the terms and tasks set forth in Appendix A, *Statement of Work*. ECOLOGY will not make payment until it has reviewed and accepted the work.

Travel expenses (meals, lodging, and mileage) will be reimbursed according to current state rates at the time of travel, not to exceed the budget (see Appendix B, *Budget Detail*).

Purchase of source control tools or equipment (e.g. spill kits, plastic drum covers) and promotional items for distribution to businesses under this contract must be listed in *Goods and Services budget* or *Equipment budget* in Appendix B. Any purchases of equipment or goods and services over \$1,000.00 not specifically listed in Appendix B must be pre-approved by ECOLOGY. When the agreement expires, or when the equipment is no longer needed for the originally authorized purpose (whichever comes first) the disposition of equipment shall be at ECOLOGY's sole discretion.

Indirect rates will be paid as indicated in Appendix B, *Budget Detail*. Changes to the indirect rate may be considered by ECOLOGY. CONTRACTOR shall provide supporting documentation necessitating the change to ECOLOGY. ECOLOGY's approval will be communicated by e-mail. An increase in indirect rate does not increase the total contract award. Changes are handled by adjusting the budget between categories listed in Appendix B. Changes to the total budget cost of the contract shall require an amendment. The budget referenced in Appendix B may be adjusted between categories (with the exception of the voucher program budget category), with ECOLOGY's preapproval, and as long as the total budget is not exceeded.

ECOLOGY may, at its sole discretion, withhold payments claimed by the CONTRACTOR for services rendered, if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

4) BILLING AND PAYMENT PROCEDURE

Payment requests shall be submitted on state form, Invoice Voucher A19-1A. Invoice voucher shall reference the Agreement (IAA) number and clearly identify those items that relate to performance under this Agreement. Invoices shall describe and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related costs. Each invoice shall bill for actual hours worked during the quarter. The actual hours billed may be higher (as long as the total budget compensation award is not exceeded) or lower than the FTE estimate in Appendix A, *Statement of Work*. Attach supporting documentation to the invoice. See Appendix A, sections IV, V, and X for additional information (and section XI, Voucher Program if applicable).

Send invoices to:

State of Washington
Department of Ecology
Hazardous Waste & Toxics Reduction Program
Attn: Elaine Snouwaert
4601 N. Monroe Street
Spokane, WA 99205
Or
Electronically submit invoices to Elaine Snouwaert at Elaine.Snouwaert@ecy.wa.gov

Payment requests will be submitted on a quarterly basis. Invoices must be submitted by the dates outlined in Appendix A, section X. Upon expiration of this Agreement, any claim for payment not already made shall be submitted to ECOLOGY within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Payment will be made within thirty (30) days of submission of a properly completed invoice (form A19-1A) with supportive documentation. All expenses invoiced shall be supported with copies of invoices paid.

Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment, CONTRACTOR must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. For questions about the vendor registration process, contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

5) ALTERATIONS AND AMENDMENTS

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

6) ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

7) ASSURANCES

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

8) CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9) DISPUTES

Parties to this Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the parties, it shall be determined by a Dispute Board in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules, and then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless restricted by law. The cost of resolution will be borne by each party paying its own cost. As an alternative to this process, if state agencies, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control. The parties may mutually agree to a different dispute resolution process.

10) FUNDING AVAILABILITY

ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the CONTRACTOR through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the CONTRACTOR. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

11) GOVERNING LAW AND VENUE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be the Superior Court for Thurston County.

12) INDEPENDENT CAPACITY

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

13) ORDER OF PRECEDENCE

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

- a. Applicable federal and state of Washington statutes, regulations, and rules.
- b. Mutually agreed upon written amendments to this Agreement.
- c. This Agreement, number C2200032.
- d. Appendix A, *Statement of Work*.
- e. Appendix B, *Budget Detail*.
- f. Appendix C, *Special Terms and Conditions*.
- g. Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

14) RECORDS MAINTENANCE

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

15) RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

16) RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "work made for hire" as defined by the United States Copyright Act, Title 17 U.S.C. section 101 and shall be owned by state of Washington, ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, and register these items, and the ability to transfer these rights.

17) SEVERABILITY

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

18) SUBCONTRACTORS

CONTRACTOR agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. When federal funding is involved there will be additional contractor and subcontractor requirements and reporting.

Prior to performance, all subcontractors who will be performing services under this Agreement must be identified, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract. Provide such information to ECOLOGY's Agreement manager.

19) SUSPENSION FOR CONVENIENCE

ECOLOGY may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the CONTRACTOR a minimum of seven (7) calendar days before the suspension date. CONTRACTOR shall resume performance on the first business day following the suspension period unless another day is specified in writing by ECOLOGY prior to the expiration of the suspension period.

20) TERMINATION FOR CAUSE

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

21) TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement without cause upon thirty (30) calendar day prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

22) WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a written amendment to this Agreement signed by an authorized representative of the parties.

23) AGREEMENT MANAGEMENT

The representative for each of the parties shall be responsible for and shall be the contact person for all communications, notifications, and billings questions regarding the performance of this Agreement. The parties agree that if there is a change in representatives, they will promptly notify the other party in writing of such change, such changes do not need an amendment.

The ECOLOGY Representative is:	The CONTRACTOR Representative is:
Name: Elaine Snouwaert Address: 4601 N. Monroe Street Spokane, WA 99205 Phone: (509) 329-3503 office (509) 385-5169 cell Email: Elaine.Snouwaert@ecy.wa.gov	Name: Diana Halar Address: 6000 Main Street SW Lakewood, WA 98499 Phone: (253) 255-1233 or (253) 983-7826 Email: dhalar@cityoflakewood.us

24) ALL WRITINGS CONTAINED HEREIN

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

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties below, having read this Agreement in its entirety, including all attachments, do agree in each and every particular as indicated by their signatures below.

**State of Washington
Department of Ecology**

City of Lakewood

By:

Signature

Date

Darin Rice

Hazardous Waste and Toxics Reduction
Program Manager

By:

Signature

Date

John Caulfield

City Manager

By:

Signature

Date

Print Name:

Title:

By:

Signature

Date

Print Name:

Title:

APPENDIX A
STATEMENT OF WORK
City of Lakewood

Section I. Introduction

This Statement of Work is for the 2021-2023 biennial Interagency Agreement (IAA) for the Pollution Prevention Assistance (PPA) Partnership, which is overseen by the Washington State Department of Ecology (ECOLGY), Hazardous Waste and Toxics Reduction Program.

The mission of the Pollution Prevention Assistance Partnership is:

“We protect Washington’s residents and environment by helping small businesses reduce toxic chemical use, safely manage dangerous waste, and keep stormwater free of pollutants.”

The CONTRACTOR, through their Pollution Prevention Assistance (PPA) program, will conduct multimedia source control site visits and pollution prevention activities to businesses that are small quantity generators (SQGs) of dangerous waste. In this context an SQG is any business, non-profit, facility, school, or other organization that generates less than 220 pounds of dangerous waste per calendar month and less than 2.2 pounds of extremely hazardous waste per calendar year. The site visits, along with other pollution prevention activities conducted by the CONTRACTOR, will be designed to reduce or eliminate dangerous waste and other pollutants at the source through best management practices that prevent spills and discharges to ground, air, and water (especially to industrial wastewater and stormwater).

To further facilitate the reduction or elimination of toxic chemical use at the source, the CONTRACTOR will seek and discuss opportunities to assist businesses with switching processes, products, or equipment to use effective safer-alternatives. This program will be known as the “Product Replacement Program” or PRP.

The PPA work is expected to fall within these general proportions:	
Technical Assistance (TA) visits (approximately 10-15% of TA visits will involve PRP) (see Section III)	70%
Unique Program Elements (see Section II)	15%
Training (see Section VIII)	10%
Other (admin, staff meetings, etc.)	5%

The CONTRACTOR is expected to:

- Interact with other partners within the PPA Partnership to provide technical assistance and training, and share resources and experiences.
- Set up alerts to receive notifications when requests for information have been made on the PPA Partnership SharePoint Discussion Board.
- Ensure at least one staff member is available to provide timely information and feedback to ECOLOGY's PPA Coordinator and to attend mandatory meetings and trainings. Feedback on Partnership goals, direction, and projects will occasionally be requested via online surveys and email requests.
- Act in a professional and ethical manner, and shall avoid any conflict of interest that might influence the CONTRACTOR's actions or judgment.
- Disclose immediately to ECOLOGY any interest, direct or indirect, that might be construed as prejudicial in any way to the professional judgment of the CONTRACTOR in rendering service under this Agreement.

Key staff, estimated FTE, and their roles are identified in Table 1. Please note, this is an estimate of time dedicated to this contract over the full two years of the contract; quarterly invoicing must reflect **actual** hours worked even if hours are higher or lower than the FTE estimate.

Table 1: Key Staff

Staff Name	Estimated FTE	Role
Weston Ott	0.05	Contract Management
Diana Halar	0.65	PPA Specialist
Intern – To be determined	0.20	Intern
Randy Dunn	0.05	Billing
Jim Copriva	0.05	Outreach/Website

Section II. Unique Program Elements

The CONTRACTOR will conduct the unique elements for their PPA program, outlined in Table 2.

Table 2: Unique Program Elements

Program Element	Deliverable(s)
Quantifying Behavior Change Analysis	Update 2019 "Quantifying Behavior Change Analysis" report in the 4 th time period (January 1, 2023 – June 30, 2023).
	Provide a presentation on this report to the Partnership either at a Webinar or All-Staff Meeting. The presentation should highlight how the CONTRACTOR has used this analysis to shape and guide their business visit approach.

Lakewood Towne Center Workshop	Plan and host a workshop for businesses in the Lakewood Town Center to educate them about best practices for pollution prevention.
	Workshop will focus on messaging for restaurants, grocers, and convenience stores utilizing existing and new PPA materials and messaging. Any new materials will be submitted to and approved by Ecology as per requirement in Section IV.
2022 and 2023 Stormwater Outreach Calendars	Produce, publish, and distribute calendars containing educational and best management practice messages regarding stormwater.
	Complete 2022 calendar by December 2021; Complete 2023 calendar by December 2022.
	Include PPA branding elements as appropriate.

Section III. Technical Assistance Visits

The CONTRACTOR will conduct technical assistance site visits to small quantity generators of dangerous wastes, and to businesses or organizations that have the potential to pollute stormwater. Approximately 60% of the visits will be Initial Visits. If Initial Visits fall below 60%, combined Initial Visits and Follow-up Visits must account for at least 80% of the total visits. While necessary, efforts should be made to minimize Screening Visits.

- An **Initial Visit** occurs at the actual site and results in a completed ‘checklist’ (or enough data gathered to complete data entry into the LSC database). It will either be the first complete visit to a site OR the first visit in two or more years.
- A **Screening Visit** is an attempted visit to the site, but the business declined or put off the visit, OR you were interrupted during the visit and were unable to gather complete data, OR you discover that the facility does not exist anymore OR you discover that the business does not qualify for a visit under the PPA program (e.g. it is a medium or large quantity generator).
- A **Follow-Up Visit** should occur within 90 days of the Initial Visit. Follow-up should generally be done through an on-site visit. However, a phone conversation, mail or email exchange may count as a Follow-Up Visit if it includes confirmation that the issues that were identified in the initial visit were resolved. Follow-up Visits must be conducted to resolve High Priority Environmental Issues (See section below).

Table 3: Number of Technical Assistance Visits

Number of Total Visits	250
<i>Target for Initial Visits</i>	<i>150-180</i>

Business sectors, organizations, waste streams, and/or geographical area that will provide a focus for the 2021-2023 technical assistance visits are listed in Table 4.

Table 4: Technical Assistance Targets

Target	Rationale for selecting
Auto Repair Shops	Auto repair shops traditionally have the most potential to pollute. Continued outreach & education through inspections is important. Offer degreasers product replacement program.
Food Services	Food services (restaurants, grocery & convenient stores), are another traditional polluter. Working with them regarding hood cleaning, mop water, spill kits and proper dumpster.
Auto Detail Shops	Auto Detail shop are another large contributor to waste streams. Educating them on surfactants, washing cars in commercial car washes vs pavement, using safer solvents etc.
All Other Sectors (as needed)	Address other business sectors with pollutant issues in response to observed or suspected issues, complaints, and referrals.

ECOLOGY may direct a portion of technical assistance visits toward specific priority sources or contaminants.

High Priority Environmental Issues

The below list is ECOLOGY's high priority environmental issues because they have the potential to directly impact human health and/or the environment. If one or more of these issues are found during a site visit, a Follow-up visit is justified but not necessarily required. The severity of the issue will help determine if a Follow-up visit is necessary. A Follow-up visit to a business for other (non-high priority) issues is at the discretion of the CONTRACTOR.

When unable to resolve high priority environmental issues, the Pollution Prevention Specialist will refer the issue to ECOLOGY or other appropriate agency. Serious concerns about impacts to human health and/or the environment warrant a consultation with ECOLOGY or other regulatory agencies to determine whether or not the issue needs to be referred.

- Hazardous waste being improperly designated
- Hazardous waste being improperly disposed
- Hazardous products/wastes being improperly stored
- Compromised dangerous waste containers need to be repaired or replaced
- Illegal plumbing connection
- Illicit discharge of wastewater to storm drain
- Improperly stored containerized materials
- Improperly stored non-containerized materials
- Leaks and spills in dangerous waste storage areas

Visit Guidance

The following guidance applies to technical assistance visits, unless otherwise discussed with ECOLOGY:

1. Prior to the visit:
 - Coordinate with other entities that may be conducting business visits in the area to reduce potential "inspection fatigue."

- Check with ECOLOGY Urban Waters staff (where applicable) to ensure that the business is not currently being visited by Urban Waters staff.
 - Research site and issues prior to the visit using a combination of data sources such as LSC Database for previous visits or visits to similar businesses, industry resources, news articles, etc.
 - To the extent possible, verify the site is not a medium or large quantity generator.
 - Check to see if a sector specific Checklist or Tip Sheet is available on the PPA Partnership SharePoint site to help guide the visit.
2. During the visit:
- Provide technical assistance on proper management of dangerous waste, prevention of stormwater pollution, spill prevention, and reduction of hazardous substance use (when applicable).
 - Ensure, at a minimum, all items on the basic Checklist are reviewed. If while at the site, it becomes apparent the business is a medium or large quantity generator, either complete the visit and count it as a screening visit, OR formally refer the dangerous waste portion to ECOLOGY to count it as a full initial visit. This site should not be scheduled for future visits, unless it is likely their generator status has changed to qualify as an SQG.
 - If appropriate, encourage businesses to participate in local green business programs, such as the EnviroStars business certification program.
 - If a Product Replacement Program (PRP) opportunity exists for the business, discuss the opportunity, terms and conditions, and steps to qualify as outlined in Section V.
 - Discuss spill response preparedness and offer spill kit for developing a plan. Funds can be used to purchase spill kits to provide to businesses. Occasionally ECOLOGY will provide spill kits through a bulk order, if funding is available.
 - If possible, photograph observed issues for before and after success stories.
 - Activities that may be beneficial during the visit include, but are not limited to, walking the site (interior and exterior), checking storm drains, checking for illicit connections, checking dumpster and waste storage, providing handouts, and ensuring necessary permits are in place.
3. At the end of the visit or after the visit:
- Provide written follow-up to document the results of the visit. This can be done by leaving a copy of the 'Checklist' or other documentation with the business at the end of the visit, by using a commitment postcard (format available in Branding Documents on PPA Partnership SharePoint), by sending a follow-up letter/email, or alternatively by sending a 'thank you' postcard if no issues were identified.
 - If necessary, coordinate with other agencies (e.g. the fire marshal, code enforcement, stormwater, wastewater treatment, and/or moderate risk waste staff) to ensure that the information you are providing is consistent with the other agency's regulations and/or best management practices.
 - The PPA Specialists will make referrals to ECOLOGY as needed and report results.

Section IV. Partnership Branding and Outreach

When unique outreach or educational materials are developed by the CONTRACTOR using PPA Partnership funds, a draft must be sent to ECOLOGY for review and approval. To the extent feasible, the CONTRACTOR must utilize the Partnership's branding tools and templates available to produce these materials. The intent of this requirement is to facilitate a unified image and consistent messaging across the Partnership. The Partnership logo and other branding resources are available on the PPA Partnership SharePoint site.

It may be appropriate to include funding acknowledgement on some outreach materials. The CONTRACTOR will consult with ECOLOGY's PPA Partnership Coordinator to determine whether funding acknowledgement is required.

Finalized materials which may be useful to other Partnership contractors should be provided for upload to the resource Document Library on the PPA Partnership SharePoint Site.

Each CONTRACTOR must maintain a PPA webpage which meets the minimum requirements developed by the 2020 Resource Consistency Workgroup. See PPA Partnership SharePoint Site for requirements. The incorporation of the minimum webpage requirements should be completed by June 30, 2022 unless otherwise approved by ECOLOGY.

Section V. Product Replacement Program (PRP)

The Product Replacement Program is designed to eliminate Persistent Bioaccumulative Toxic (PBT) chemicals from use in commerce. The PRP removes and replaces PBT chemicals present in products, processes, or technologies to help prevent toxics from entering the environment. One of the best and most effective ways to prevent further environmental contamination, protect water quality, and reduce human health risk is to eliminate these toxic chemicals at the source. The PRP assists businesses with switching to safer alternatives.

PPA contractors are integral to the PRP. The CONTRACTOR will seek and discuss opportunities to assist businesses with switching processes, products, or equipment to use effective safer-alternatives. For technical assistance visits, where PRP is discussed, CONTRACTOR will record in the LSC Database the type of product or equipment replacement opportunity the business is interested in and other required information.

The CONTRACTOR will assist ECOLOGY with the following programs:

1. Replacement of dry cleaning technology that uses perchloroethylene by visiting dry cleaners, discussing the program, assisting with required paperwork, and completing the final visit after new machine installation. Guidelines for this program are outlined in separate documents and posted on the PPA Partnership SharePoint.
2. Promoting awareness of the national mercury thermostat takeback program at appropriate businesses.

Additional takeback and replacement programs ECOLOGY is exploring for addition to the PRP include, but are not limited to:

1. PFAS-containing firefighting foam takeback program. Currently ECOLOGY is working directly with fire departments, but this program may be expanded to businesses with PFAS-containing fire suppression systems.
2. Flame retardants in foam and equipment at gymnasiums, play centers, and recreation facilities.
3. Degreasers and solvents in parts washing systems in multiple business sectors.
4. PCB-containing light ballasts in schools.
5. Additional chemicals and products may also be added to this list.

ECOLOGY, in collaboration with the PPA Partnership, will develop procedures and criteria, which must be met for a business to receive reimbursement for any of the above chemicals or products. PRP payments for reimbursement to the business will come directly from ECOLOGY and are not included within the CONTRACTOR's funding compensation associated with this contract.

The PRP reimbursement payment will be made through direct disbursement from ECOLOGY to the business implementing the product or equipment replacement. In order to facilitate these payments, the CONTRACTOR must assist ECOLOGY in maintaining records indicating how the business qualified for the PRP reimbursement per the PRP program's eligibility criteria. Eligibility criteria will be developed by ECOLOGY and the Product Replacement Program Committee for each type of reimbursement offered.

The CONTRACTOR will provide technical assistance to the business to help ensure the business qualifies for a PRP reimbursement payment from ECOLOGY by completing the following steps, unless otherwise specified in guidelines developed specific to an individual reimbursement. Specific requirements for individual reimbursement programs will be maintained on the PPA Partnerweb SharePoint site.

1. CONTRACTOR conducts technical assistance visit and provides business with recommendations to reduce or eliminate a qualifying chemical or product. These recommendations must be recorded in the LSC Database.
2. CONTRACTOR must communicate to the business that it may take up to 4 months to receive payment from ECOLOGY after purchase and that the business must respond to inquiries from ECOLOGY or the Office of Financial Management (OFM) in a timely manner to avoid delays in payment.
3. CONTRACTOR assists business as needed with paperwork required to apply for reimbursement, including a state payee registration form.
4. Business purchases approved product or equipment and converts fully to utilization of new product or equipment in accordance with the eligibility criteria for the PRP reimbursement.
5. Business submits receipts for the product or equipment purchase and installation to ECOLOGY's PRP Coordinator. This submittal may be facilitated through the CONTRACTOR's representative for some PRP projects.
6. CONTRACTOR may be requested by ECOLOGY to verify through a site visit and review of records that product or equipment has been installed per PPA Specialist or ECOLOGY recommendations, old product or equipment has been legally disposed of or decommissioned, and all other eligibility criteria have been met.

For information about an optional voucher program that the CONTRACTOR can provide directly to a business, see Section XI.

Section VI. Timeline

Table 5: Timeline

Time Period	Goal for number of Site Visits	Unique Program Element activities	Technical Assistance Target activities
July 1, 2021 – December 31, 2021	50-75	<ul style="list-style-type: none"> Stormwater Outreach Calendar 	Auto repair shops, sales, and detail shops
January 1, 2022 – June 30, 2022	50-75	<ul style="list-style-type: none"> Lakewood Towne Center workshop 	Food services (grocery, restaurant, convenience)
July 1, 2022 – December 31, 2022	50-75	<ul style="list-style-type: none"> Stormwater Outreach Calendar 	Auto detail shops, and other business sectors
January 1, 2023 – June 30, 2023	50-75	<ul style="list-style-type: none"> Quantifying Behavior Change Analysis Report 	All business sectors

Section VII. Local Source Control (LSC) Database

Information gathered during technical assistance visits by the CONTRACTOR must include all of the elements that are listed in the most up-to-date PPA Checklist (check PPA Partnership SharePoint site for details) and be entered into ECOLOGY's LSC database. The following guidance applies to all technical assistance visits, unless otherwise discussed with ECOLOGY:

- Collect enough information to complete all of the applicable fields in ECOLOGY's LSC database and enter it into the database within 15 work days of the visit.
- If you make a referral to a regulatory agency, enter the information about the referral into the database within 15 work days of the referral.
- Ensure that data entry is complete and accurate.
- At a minimum all elements on the most recent version of ECOLOGY's PPA Checklist must be checked at each business visit. Specialists must attest that they have verified all elements.
 - Additional sector specific checklists are available on the ECOLOGY PPA Partnership SharePoint Site.
 - CONTRACTOR may substitute use of their own version(s) of the checklist(s) as long as it contains all elements on ECOLOGY's most recent checklist (See PPA Partnership SharePoint for details), and has been reviewed and approved by ECOLOGY staff.

- Refer to the LSC database instructions posted in the database interface, or contact ECOLOGY PPA staff, for assistance with database entry.
- If using paper checklists or equivalent documentation, maintain originals in accordance with your local public disclosure laws.

Section VIII. Training

ECOLOGY expects that the CONTRACTOR will provide basic training to the Pollution Prevention Assistance Specialists on topics relevant to their position. ECOLOGY will provide additional training to ensure that CONTRACTOR's staff are properly trained and supported to conduct PPA activities, and that experienced staff are exposed to new information, and have opportunities to share their expertise for the benefit of the PPA Partnership. The following types of training are provided. Table 6 below contains a tentative training schedule; ECOLOGY will communicate the final schedule to the CONTRACTOR.

New PPA Specialist Mentoring and Training

ECOLOGY staff and experienced PPA Specialists will provide a variety of training support to new PPA staff. ECOLOGY will provide new hires a “welcome email” within the first two weeks of work as a PPA Specialist. This email will provide instructions for accessing the PPA Partnership SharePoint, LSC Database, and guidance on resources and training. All Specialists are expected to create an “alert” for the PPA Partnership SharePoint Discussion Board to receive email alerts at least once per week when topics are posted.

1. New PPA Specialist Training & SharePoint Resources

New PPA specialist training is provided in the form of self-paced online modules available through ECOLOGY’s PartnerWeb SharePoint site, and web-based discussion panels. The web-based discussion panels will be planned and conducted by ECOLOGY staff and include new specialists and experienced PPA specialists who can offer suggestions and feedback to new specialists. The discussion panels are scheduled for the second Thursday of every other month from 10:30 to 12:00. On occasion these meetings will need to be rescheduled to accommodate panelists or new specialists who cannot make the originally scheduled date. ECOLOGY staff will provide as much notice as possible when these panels are rescheduled.

Schedule:

Discussion Panel Schedule – July 2021 thru June 2023		
2021	2022	2023
August 12, 2021	February 10, 2022	February 9, 2023
October 14, 2021	April 14, 2022	April 13, 2023
December 9, 2021	June 9, 2022	June 8, 2023
	August 11, 2022	
	October 13, 2022	
	December 8, 2022	
Attendance Requirement: All new specialists who have not yet attended six (6) discussion panels are required to attend. Panelists are required to attend all discussion panels.		

2. Field Mentoring & Training Review

The CONTRACTOR will provide training to their new staff to ensure they can perform the work. In addition, ECOLOGY will assign two experienced PPA Specialists as mentors to provide field training and support to a new hire. If available, one mentor will be from the CONTRACTOR’s

organization and the other mentor from another PPA contractor (partner) jurisdiction in as close proximity as possible. Mentors will be assigned within two weeks of notifying ECOLOGY of new staff hires.

Field mentoring will involve a series of accompanied field visits designed by the mentor and ECOLOGY staff to support the needs of the new hire. When the mentor and new hire determine they are ready, an ECOLOGY staff will accompany the new hire on a few technical assistance visits, to ensure that they are providing accurate information on proper waste management, spill prevention, storm water pollution prevention, and toxics reduction opportunities.

All-Staff Trainings for all PPA Specialists

All-Staff Trainings will be planned and conducted by teams of PPA Specialists from two to three PPA contractors (partners). When appropriate these trainings will be held in-person to facilitate interaction and networking between PPA Specialists, ECOLOGY, and invited presenters. Depending on current situations related to the COVID-19 pandemic or other health and safety concerns, All Staff Trainings may be held virtually via an online platform. Training topics are intended to help new staff become more competent in their work, and experienced staff to gain greater technical depth on relevant topics. ECOLOGY staff will determine the teams, provide initial guidance, review agendas, and provide support for planning and logistics.

Schedule: Typically, these trainings are held the second Wednesday in September and March or April. The trainings are usually scheduled between 8:30 a.m. and 3:30 p.m. with overnight travel allowed for jurisdictions if needed (see state travel rules). ECOLOGY must pre-approve overnight travel if it is being charged to the PPA budget. When training is held virtually online, the training will be scheduled across two half-days.

If staff and resources become available, ECOLOGY will add an additional All Staff Training event. An additional training event would likely be held in June.

Attendance Requirement: Unless prior approval has been given by ECOLOGY, it is mandatory for at least one PPA specialist per jurisdiction to attend the All Staff Trainings. This person is responsible for disseminating information back to the PPA specialists from that jurisdiction. Managers are welcome but not required to attend. Generally, training substitutions are not allowed for the All Staff Trainings, however, exceptions may apply. ECOLOGY staff must approve non-emergency absences or training substitutions at least two weeks prior to the training.

Webinar Trainings

ECOLOGY conducts Webinars during most of the months that do not have All Staff Trainings. These sessions are intended to expose PPA Specialists to new information or technical topics relevant to their work. Suggestions on topics and speakers are welcomed from PPA contractors (partners). ECOLOGY will also ask PPA contractors to present on case studies.

Schedule: These are one and a half hour sessions, held on the second Wednesday of the month. Occasionally these sessions will need to be scheduled at alternative times to accommodate speaker availability. Up to eight Webinars will be scheduled each year.

Attendance Requirement: Each PPA Specialist must attend at least six of the eight Webinars each year.

Another type of training that is relevant to PPA Specialists' work may be substituted for up to two of the Webinars. Notification of the substitution must be provided to and pre-approved by ECOLOGY at least two weeks in advance of the Webinar.

Table 6: Tentative Training Schedule (subject to change)

Date	Type	Date	Type
July, 2021	No training	July, 2022	No training
August 11, 2021	Webinar	August 10, 2022	Webinar
September 8-9, 2021	Webinar or All-Staff*	September 14-15, 2022	Webinar or All-Staff*
October 13-14, 2021	Webinar or All-Staff*	October 12-13, 2022	Webinar or All-Staff*
November 10, 2021	Webinar	November 9, 2022	Webinar
December 8, 2021	Webinar	December 14, 2022	Webinar
January 12, 2022	Webinar	January 11, 2023	Webinar
February 9, 2022	Webinar	February 8, 2023	Webinar
March 9-10, 2022	Webinar or All-Staff*	March 8-9, 2023	Webinar or All-Staff*
April 13-14, 2022	Webinar or All-Staff*	April 12-13, 2023	Webinar or All-Staff*
May 11, 2022	Webinar	May 10, 2023	Webinar
June 8, 2022	Webinar	June 14, 2021	Webinar
* When possible an in-person All Staff Training will be held in conjunction with the NW Chapter Annual Conference.			

Section IX. Reporting and Contract Changes

Quarterly Progress Reports

A brief progress report shall be submitted quarterly with each invoice (see schedule in Section X, Table 7). This report should indicate the work completed during the quarter and billed on the invoice, including the type and number of visits conducted, progress on Unique Program Elements, and any other information regarding contract performance that should be brought to ECOLOGY's attention. The Progress report must also include the number of visits where the PRP was presented and discussed. The Progress report should only include the status of the work conducted during the quarter and NOT include a roll-up of progress to-date since it serves as backup documentation for the expenses included in the quarterly invoicing, see Section X.

Annual Reports

Annual reports are used to briefly summarize contract status to-date including: number of site visits performed, Unique Program Element activities conducted, Technical Assistance Target activities conducted, lessons learned, and budget status. Annual reports shall be provided to ECOLOGY by July 31, 2022 and July 31, 2023. The report shall include two to three 'case studies' of a business or organization that benefitted from a PPA site visit. Photographs of the business before and after the visit, showing the beneficial changes should be provided, if at all possible. The second year annual report should capture details for the full contract period as ECOLOGY will use these reports to create a biennial report on the Partnership. ECOLOGY will make report templates available on the PPA Partnership SharePoint. ECOLOGY will request, with advanced notice, that PPA CONTRACTORS provide presentations on their case studies at Webinars and All-Staff meetings.

Contract Changes

Any of the following changes shall be reported to the ECOLOGY PPA Partnership Coordinator within 10 business days:

- Key personnel changes (staff or manager leaving, new hires, etc.)
- Initiation of or changes to a subcontract (see Section 18 of the Interagency Agreement for specific information that is required regarding subcontractors)

Section X. Invoicing

Invoice (billing) procedures are outlined in the Interagency Agreement, (see Section 4). In addition, the following information is provided:

- See also Appendix A, Statement of Work, Section V.
- The Invoice Voucher (form A19-1A) must have a wet signature or scanned if submitted electronically. If submitting a scanned copy, the CONTRACTOR will retain original signed A-19-1A in CONTRACTOR's records per record retention requirements.
- Support documents may be submitted via email.
- Each invoice shall only bill for actual hours worked during the quarter which may be higher or lower than the FTE estimate in Section I, Table 1 of Appendix A, *Statement of Work*.
- Quarterly invoicing will follow the schedule in Table 7.

Table 7: Invoicing Schedule

Quarter	Months	Due Date
1	July, August, September 2021	November 10, 2021
2	October, November, December 2021	February 10, 2022
3	January, February, March 2022	May 10, 2022
4	April, May, June 2022	July 31, 2022 (earlier Due Date due to end of fiscal year requirements)
5	July, August, September 2022	November 10, 2022
6	October, November, December 2022	February 10, 2023
7	January, February, March 2023	May 10, 2023
8	April, May, June 2023	July 31, 2023 (earlier Due Date due to end of biennium requirements)

Section XI. Voucher Program

The CONTRACTOR will offer businesses vouchers for the cost of pollution prevention equipment or other recommendations, in accordance with the procedures developed for this voucher program. Payments will be made directly by the CONTRACTOR to the business. Examples of qualifying equipment or costs include but are not limited to secondary containment, drum covers, drum funnels with lids, infrastructure changes, substitution of less toxic products, and catch basin cleaning. The CONTRACTOR must maintain records for each of their voucher reimbursement payments issued and ensure a business is limited to one voucher per calendar year. Each voucher payment will be capped at \$500 or less. These reimbursements will come from the \$5,000 budget category included in this contract and cannot be shifted to or from other budget categories (see Appendix B). Documentation of voucher payments will be submitted to ECOLOGY with the quarterly invoicing (Section X).

The specific forms, processes, and procedure for this voucher program will be developed in the first six months of this contract by the Product Replacement Program Advisory Committee. The CONTRACTOR will follow the procedures approved by ECOLOGY and housed on the PPA Partnership SharePoint. The target date for beginning to offer this voucher program is January 3, 2022.

Section XII. Resources

The following are resources to materials referenced in this contract. Links to and the resources listed are subject to change.

- PPA Partnership SharePoint:
<https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/SitePages/Home.aspx>
- LSC Database:
<http://ecyaphwtr/lsc/Home.aspx>
- Invoice Voucher A19-1A:
<https://des.wa.gov/sites/default/files/public/documents/HRPayroll/SACS/A-19-1AForm.doc?=5c82f>
- Partnership Report Templates:
<https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/Templates/Forms/AllItems.aspx>
- Checklists & Tip Sheets:
https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/_layouts/15/start.aspx#/Checklist%20%20Tip%20Sheets/Forms/AllItems.aspx
- New Specialist Training modules:
https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/_layouts/15/start.aspx#/New%20Specialist%20Training/Forms/AllItems.aspx
- Travel Per Diem Rates:
<https://www.ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf>

APPENDIX B BUDGET DETAIL

See sections #3, *Compensation*, and #4, *Billing and Payment Procedures*, for additional instructions.

Category		Amount
Salaries		\$111,100.12
Benefits		\$19,442.52
Subcontracts		
Goods & Services (see Table A)		\$13,000.00
Equipment (see Table B)		\$1,000.00
Travel/Training		\$1,040.00
Voucher Program (Section XI)		\$5,000.00
Subtotal Direct Costs		\$150,582.64
Indirect Costs*	Rate (%)	29%
	Indirect amount	\$37,857.36
Total Award		\$188,440.00

* Applied to Salaries & Benefits only

Table A.

Goods & Services (items over \$1000 must be listed here or approved by ECOLOGY prior to reimbursement)	Estimated Cost

Table B.

Equipment (items over \$1000 must be listed here or approved by ECOLOGY prior to reimbursement)	Estimated Cost

APPENDIX C

SPECIAL TERMS AND CONDITIONS

1) Certification Regarding Suspension, Debarment, Ineligibility or Voluntary Exclusion

- a) CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
 - b) CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
 - c) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
 - d) CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
 - e) CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - f) Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
 - g) CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
 - h) CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier CONTRACTORS or subcontractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.
-

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: July 19, 2021	TITLE: Motion authorizing the City Manager to supplement the professional services agreement with Parametrix, Inc. in an amount not to exceed \$130,975 for construction engineering assistance of both Phases and to complete the Phase 2 design for the JBLM-North Access Improvement project.	TYPE OF ACTION: — ORDINANCE — RESOLUTION <u>X</u> MOTION 2021-43
REVIEW: July 19, 2021	ATTACHMENTS: Vicinity Map Scope of Work	— OTHER

SUBMITTED BY: Paul A. Bucich, P.E., Public Works Engineering Director/City Engineer.


RECOMMENDATION: It is recommended that the City Council authorize the City Manager to supplement the professional services agreement with Parametrix, Inc. in an amount not to exceed \$130,975.00 for construction services and Phase 2 design services related to the JBLM-North Access Improvement project.

DISCUSSION: The purpose of this project is to re-construct the North Gate Road, Edgewood Avenue, Washington Boulevard and Gravelly Lake Drive corridor beginning at the western city limit, extending east and south to Pacific Highway. The project will also reconstruct Vernon Avenue from Veterans Drive to Washington Boulevard. Improvements consist of complete roadway reconstruction with the addition of bicycle and pedestrian facilities, street lighting, storm drainage and intersection control improvements. **(Continued on Page 2)**

ALTERNATIVE(S): There is no practical alternative other than to conduct a new consultant selection process and negotiate a new fee. PWE believes the Phase 2 design budget is in line with the work requested and a new RFQ process would not result in savings and would delay the project 6-9 months.

FISCAL IMPACT: Phase I, construction, of the larger project is funded from multiple sources and is fully funded with no additional fiscal impact anticipated. Phase 2, construction, is not fully funded but grant funds are being pursued. Shovel ready status is a criteria of the Defense Community Infrastructure Program for grant consideration and award.

(Continued on Page 2)

Troy Pokswinski Prepared by	 City Manager Review
Paul A. Bucich Department Director	

AGENDA BILL

PAGE 2

DISCUSSION: (Continued from Page 1)

The initial professional services contract with Parametrix covered final design for phase 1, as well as 90% design for Phase 2. As discussed in the attached Scope of Work, the consultant will deliver final plans, contract provisions, and estimates for Phase 2 as well as provide \$50,000 of construction engineering assistance between the two phases.

FISCAL IMPACT: (Continued from Page 1)

The City received a grant from the Washington State Transportation Improvement Board, in the amount of \$3,000,000 for Phase 1. The remainder of the funds are derived from General Obligation funds, Surface Water Management funds, and developer mitigation fees. The total available budget is \$12,075,000.

The original professional services contract was not to exceed \$2,002,728.00. With this supplement, the combined total contract amount for professional services is \$2,133,703.00. This includes the additional design services required for splitting the project into two separate phases and construction engineering services. The total contract amount is within the customary design services amount (<15% of construction costs).

CHANGE PROPOSAL 07

City of Lakewood JBLM – North Access Improvement Project

PROJECT UNDERSTANDING

The City of Lakewood has contracted with Parametrix to provide engineering services to reconstruct all/or portions of Northgate Road SW, Edgewood Avenue SW, Vernon Avenue SW, Washington Boulevard SW, and Gravelly Lake Drive SW. The improvements include up to ten (10) new roundabouts for intersection control. Parametrix and BCRA have delivered the final plans, specifications and estimate to the City for Phase 1 of the project for improvements to Washington BLVD from Interlaaken to Gravelly Lake Drive and on Gravelly Lake Drive from Washington BLVD to Nyanza. Phase 2 of the project will complete the improvements on Northgate Road SW, Edgewood Avenue SW, Vernon Avenue SW and Washington BLVD SW.

BACKGROUND

The initial contract for the JBLM North Access Improvements included design through the 90% design level. The City applied for a grant for construction funding with the Office of Economic Adjustment (OEA) in late June 2020. At that time Parametrix provided an estimated cost to complete the plans, specifications and estimate for the project and the contract was amended. However, the City was not awarded a grant by OEA and the City phased the project and directed Parametrix to prepare final plans, specifications and estimate for Phase 2 of the project for the Gravelly Lake Portion of the project that also included improvements on Washington BLVD from Interlaaken to Gravelly Lake Drive. Phasing the project results in additional costs to prepare two separate bid packages and to prepare improvements to tie the two phases together. There are also several additional revisions that have been identified that need to be made to the plans for Phase 1 that were not included in the original amendment. These revisions are included in the attachments to this scope of services. The following scope of work includes services to complete the Phase 1 plans, technical specifications and estimate along with continued project management through the end of the year.

PHASE 2 – ENGINEERING DESIGN SERVICES

Task 01 – Project Management & QA/QC

Approach

- Facilitate and attend project management team meetings. The budget estimate includes up to six (6) online project management team meetings up to 1 hour.
- Provide monthly invoices and progress reports.
- Continue to utilize cloud-based tools to monitor project progress, scope, schedule, and budget (Microsoft Teams and integrated tools).

Assumptions

- Progress reports (total of 9 additional progress reports included in budget estimate) will include bulleted description of work completed during the billing period and identification of any issues related to project schedule and budget.

Deliverables

- Management Team notes and action items list – Cloud documents on Teams Site.
- Monthly invoice and progress reports (total of 9 additional) – PDF delivered electronically.

Task 02 – Final Contract Documents

Approach

- CONSULTANT will incorporate the CITY's final comments received on July 10, 2020, as shown in the attached City comments, and will prepare 100% draft plans, contract specifications and an opinion of cost for final review and approval. Included with these edits is work associated with moving the design from 90% to 100%, as documented in the attached additional revisions that were determined are necessary following completion of the 90% review by the City. No additional plans are included in this amendment and the anticipated plan sheet index and number of sheets is anticipated to remain the same as the 90% plans.
- CONSULTANT will revise the illumination design to increase spacing and to use aluminum poles throughout the project to maximize efficiency and reduce overall costs. This will affect landscaping sheets, which will be updated accordingly.
- CONSULTANT will design a cast-in-place wall at the southwest corner of Alameda Ave and Washington Boulevard, with integrated illumination foundation (if needed) pending the results of the revised illumination design. Appropriate specifications and bid items will be developed and included with the deliverables.
- CONSULTANT will prepare a 100% design level opinion of cost w/ supporting quantity tabulations/calculations that can be used by the City for bid tabulations.
- CONSULTANT will conduct one final quality review of changes and to ensure that review comments have been incorporated as directed by the City.

Assumptions

- Comments to the deliverables from this task will be addressed in Task 13.
- The supplemental budget provides for the incorporation of the comments received on July 10, 2020 and the additional revisions identified in the attachments to this scope of services. Any additional revisions beyond these are not included.

Deliverables

- 100% Draft Final Plans –PDF delivered electronically.
- 100% Draft Final Opinion of Probable Cost – MS Excel format including supporting quantity and pricing calculations in the same format as the 90% Opinion of Probable Cost.
- 100% Draft Final Technical Contract Specifications – MS Word.

- Responses to 90% Comments

Task 03 – Ad & Award

Approach

- CONSULTANT will incorporate comments from Task 12 and prepare and assemble the final plans and contract documents for advertisement by the CITY including electronic files for the City to upload to online plan centers.
- CONSULTANT will provide all AutoCAD files for the project following advertisement of the project for construction.
- CONSULTANT will provide responses to bidder questions, assist in the preparation of up to two (2) bid addenda and can review the bids for responsiveness upon request.

Assumptions

- The budget estimate for this task is based on producing the plans and contract documents for advertisement as described above and includes additional hours for unspecified services that may be requested by the CITY for assistance during the bidding process. Therefore, the CONSULTANT will notify the CITY when the task budget is nearly exhausted to avoid project over-runs.
- The City will develop all Division 1 specifications for the project.
- No hard-bound copies of documents will be produced with this task. The City will upload and coordinate with all bidding centers.

Deliverables

- Final plans and contract documents in electronic format for posting online as described above.
- Bid addenda and written responses to bidder questions as applicable.

The budget for this effort is estimated to be \$134,975. However, the preparation of the final contract documents for Phase 1 was completed under budget leaving a total of \$54,000 in unspent funds. The City has also approved changes to add \$25,000 for construction services for Phase 1 and \$25,000 for Phase 2. Therefore, the request for additional funds to complete the additional scope of work is **\$130,975.**

ATTACHMENT – CITY COMMENTS

No.	Page	Comment
1	GN4	Remove this page.
2	ALL PP SHEETS	TBC curb grades for all median and outside curbs added to profile view on 25' centers.
3	PP11	SW corner, move wall into row.
4	PP17	Change 81st Ave Ct from intersection approach to a driveway cut.
5	RAB1	Relocate the inscribed diameter dimension of 62-feet so it is legible on the sheet.
6	ALL CH SHEETS	Remove Type 3 Object Markers on the entire project.
7	EL5	Does the service cabinet at Vernon/Washington need to be relocated?
8	EL26	Add top of foundation elevations.
9	DT3	No rebar is required in the sidewalk for the mailbox because the postal service will not be required to drive up on the sidewalk.
10	WA1	Relocate this wall to within existing right of way.
11	WA1	Install fence behind the wall so that sleeves will not be required.
12	WA2-3	Provide a detail showing how to install the luminaire foundation in the block wall. Give dimension on height of luminaire foundation and how to tie block into wall.
13	WA2-3	Move the fence into the sidewalk slightly reducing the width of sidewalk.

ATTACHMENT – ADDITIONAL REVISIONS

No.	Page	Item
1	PPs	Minor cluster box unit updates based on Postmaster comments.
2	Details	Add cluster mailbox unit tables.
3	PP46	Revise tie-in to Vernon Ave north of Washington Blvd. based on developer work on Vernon frontage.
4	RABs	Update details at refuge islands based on design changes in Phase 1.
5	PPs	Verify road tie-in widths at side streets.
6	PP39	Update roadway tie-in to 83 rd south of Washington Blvd.
7	Specs	Update traffic signal special provision to clarify signal removal.
8	EL	Confirm service connection points with PSE.
9	Specs	Update wall special provisions and include design criteria.
10	PP8	Update tie-in to Terry Lake Road to keep work within right-of-way.
11	All sheets	Update to reflect right-of-way acquisitions and needed TCEs.

Change Proposal 07 (continued)

No.	Page	Item
12	PP8	TCE at Terry Lake Road to accommodate water line work.
13	WA1-2	Update/confirm design of wall and luminaire foundation.
14	OPC	Update quantity calcs for CSTC.
15	PP43-45	Review K values on sag curves on Vernon, designed to match existing, but low for no illumination. Discuss with Lakewood.
16	SDs	Revise storm pipe sizes for pipes upstream of infiltration trenches.
17	PP/RABs	Clarify locations where colored concrete is used.

END OF CHANGE PROPOSAL

Project Budget Washington Blvd. & Gravelly Lake Drive						Austin Fisher	Chuck Schott	Dmitri V. Suslikov	Cameron Woodcock	Dylan Bailey	Michael Tsun	Don Proctor	Armando Mendoza	Joe Merth	Kevin House	Matt Craig	Marc Kendall	Kathy Taylor	Darren Sandeno	Jennifer Dvorak	Heidi Still	Kassie Winters	Amanda Lucas	BCRA	Mngt. Reserve	Parametrix
						Project Manager	Senior Engineer	Senior Engineer	Engineer IV	Planner II	Senior Engineer	Senior Engineer	Engineer II	Senior Consultant	Senior Consultant	Engineer IV	Senior Engineer	Designer IV	Senior Planner	Senior Engineer	Sr. Project Controls Specialist	Project Accountant	Word Processing Specialist	Design Subconsultant	Management Reserve Fund	Direct Expenses Mileage, Survey Equipment
Phase	Task	Description	Total Cost	Labor Dollars	Labor Hours																					
2		Engineering Design Services for Phase 2	\$134,975	\$100,475	569	36	8	100	52	26	16	4	32	9	24	12	60	80	4	78	12	8	8	34,500	0	0
	01	Project Management & QA/QC	\$26,422	\$16,422	68	36	0	0	0	0	0	0	0	0	8	0	0	0	0	0	12	8	4	10,000	0	0
		Additional Project Management (through December 2021)			24	24																		\$ 10,000.00		
		Additional Progress Reports (9)			28	4															12	8	4			
		Final Quality Review			16	8									8											
02		Final Contract Documents	\$91,793	\$73,793	410	0	8	80	48	24	16	4	30	8	16	12	56	40	4	60	0	0	4	18,000	0	0
		100% Plans			324		6	60	32	20	16	4	28	6	16	12	48	40	4	32				\$ 18,000.00		
		100% Contract Specifications			24								2	2			4			12			4			
		100% Opinion of Cost			62		2	20	16	4							4			16						
					0																					
03		Ad Ready Biding Documents	\$22,924	\$16,424	91	0	0	20	4	2	0	0	2	1	0	0	4	40	0	18	0	0	0	6,500	0	0
		Produce Ad Ready Plans			75			16	4	2			2	1			4	40		6				\$ 6,500.00		
		Produce Ad Ready Technical Specs			4															4						
		Produce Opinion of Cost			12			4												8						

Budget Underrun (as of 3/19/21)	(\$54,000.00)
Change No. 6 (Phase 1 Task 14, see separate change request)	\$25,000
Change No. 8 (Phase 2 Task 4, see separate change request)	\$25,000
Change Request No. 7 (Phase 2, see above)	\$134,975
Total Request for Additional Funds	\$130,975

REQUEST FOR COUNCIL ACTION

DATE ACTION IS**REQUESTED:**

July 19, 2021

REVIEW:

N/A

TITLE: Authorizing the

execution of an Interlocal
agreement with Western State
Hospital for Police Protection.

TYPE OF ACTION:

— ORDINANCE NO.

— RESOLUTION NO.

X MOTION NO. 2021-44

ATTACHMENTS:

Interlocal Agreement – Western
State Hospital Police Protection

— OTHER

SUBMITTED BY: Heidi Ann Wachter, City Attorney

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to execute the Interlocal Agreement – WSH Police Protection between the City of Lakewood and the Department of Social and Health Services.

DISCUSSION: This agreement dates back to at least July 2009 and obligates the Lakewood Police Department to provide patrol services and emergency police protection (911), evidence preservation and investigation services which are funded by DSHS via legislative allocation.

ALTERNATIVE(S): City Council could choose to not sign the ILA or recommend additions/changes to the document.

FISCAL IMPACT: This agreement provides for a maximum \$90,000 annual payment from DSHS to the City of Lakewood.


Heidi Ann Wachter, City Attorney

Prepared by

Department Director



City Manager Review

 <p>Washington State Department of Social & Health Services</p> <p><i>Transforming lives</i></p>	<h2>INTERLOCAL AGREEMENT</h2> <h3>City of Lakewood - WSH Police Protection</h3>	DSHS Agreement Number: 2164-21905
This Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.		Program Contract Number: Contractor Contract Number:
CONTRACTOR NAME City of Lakewood		CONTRACTOR doing business as (DBA) Lakewood Police Department
CONTRACTOR ADDRESS City of Lakewood 9401 Lakewood Dr SW Lakewood, WA 98499-5027		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 601-667-295 DSHS INDEX NUMBER 28708
CONTRACTOR CONTACT Heidi Wachter	CONTRACTOR TELEPHONE (253) 589-2489	CONTRACTOR FAX (253) 830-5067 CONTRACTOR E-MAIL ADDRESS hwachter@cityoflakewood.us
DSHS ADMINISTRATION Behavioral Health Administration	DSHS DIVISION Division of State Hospitals	DSHS CONTRACT CODE 1000LC-64
DSHS CONTACT NAME AND TITLE Mara Lake Contract Manager		DSHS CONTACT ADDRESS Western State Hospital 9601 Steilacoom Blvd SW Lakewood, WA 98498-7212
DSHS CONTACT TELEPHONE (253)756-2635	DSHS CONTACT FAX Click here to enter text.	DSHS CONTACT E-MAIL ADDRESS mara.lake@dshs.wa.gov
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		CFDA NUMBER(S)
AGREEMENT START DATE 07/01/2021	AGREEMENT END DATE 06/30/2023	MAXIMUM AGREEMENT AMOUNT \$90,000.00
EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference: <input checked="" type="checkbox"/> Exhibits (specify): Exhibit A - Data Security Requirements Exhibit B Mandatory COVID-19 Safety Measures <input type="checkbox"/> No Exhibits.		
The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DSHS only upon signature by DSHS.		
CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE	PRINTED NAME AND TITLE Helen Haynes, Administrator, BHA Contracts Office	DATE SIGNED

DSHS General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Central Contracts and Legal Services" means the DSHS central headquarters contracting office, or successor section or office.
 - b. "Confidential Information" or "Data" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
 - c. "Contract" or "Agreement" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
 - d. "CCLS Chief" means the manager, or successor, of Central Contracts and Legal Services or successor section or office.
 - e. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
 - f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - g. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
 - h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key;" a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
 - i. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
 - j. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
 - k. "Program Agreement" means an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS.
 - l. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.

DSHS General Terms and Conditions

- m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
- n. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- o. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
- p. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
- q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
- r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.

2. Amendment. This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.

3. Assignment. The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.

4. Billing Limitations.

- a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.
- b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
- c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.

5. Compliance with Applicable Law. At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.

6. Confidentiality.

- a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential

DSHS General Terms and Conditions

Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:

- (1) as provided by law; or,
 - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
- (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
 - (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
 - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
 - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
 - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
 - (c) Verifying after transmittal that the fax was received by the intended recipient.
 - (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
 - (a) Use a Trusted System.
 - (b) Encrypt the Confidential Information, including:
 - i. Encrypting email and/or email attachments which contain the Confidential Information.
 - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.
- Note: If the DSHS Data Security Requirements Exhibit is attached to this contract, this item, 6.b.(4), is superseded by the language contained in the Exhibit.**
- (5) Send paper documents containing Confidential Information via a Trusted System.
 - (6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.
- c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.

DSHS General Terms and Conditions

- d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.
 - e. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
7. **Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.
8. **Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
9. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
10. **Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
11. **Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.
- Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
12. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.

DSHS General Terms and Conditions

13. **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.
14. **Survivability.** The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.
15. **Contract Renegotiation, Suspension, or Termination Due to Change in Funding.**

If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Contract or Program Agreement:

- a. At DSHS's discretion, the Contract or Program Agreement may be renegotiated under the revised funding conditions.
 - b. At DSHS's discretion, DSHS may give notice to Contractor to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When DSHS determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
 - (3) If the Contractor's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
 - c. DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.
16. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the CCLS Chief or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

Additional General Terms and Conditions – Interlocal Agreements:

17. **Disputes.** Both DSHS and the Contractor ("Parties") agree to work in good faith to resolve all conflicts

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at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of this Agreement, either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DSHS ("Secretary") and the Contractor's Agency Head ("Agency Head") or their deputies or designated delegates. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and Agency Head.

Upon receipt of the referral and relevant documentation, the Secretary and Agency Head will confer to consider the potential options of resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and Agency Head may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and Agency Head are unable to come to a mutually acceptable decision within fifteen (15) business days, they may agree to issue an extension to allow for more time.

The final decision will be put in writing, and will be signed by both the Secretary and Agency Head. If the Agreement is active at the time of resolution, the Parties will execute an amendment or change order to incorporate the final decision into the Agreement. The decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision.

If the Secretary and Agency Head are unable to come to a mutually acceptable decision, the Parties will request intervention by the Governor, per RCW 43.17.330, in which case the governor shall employ whatever dispute resolution methods that the governor deems appropriate in resolving the dispute.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

18. Hold Harmless.

- a. The Contractor shall be responsible for and shall hold DSHS harmless from all claims, loss, liability, damages, or fines arising out of or relating to the Contractor's, or any Subcontractor's, performance or failure to perform this Agreement, or the acts or omissions of the Contractor or any Subcontractor. DSHS shall be responsible for and shall hold the Contractor harmless from all claims, loss, liability, damages, or fines arising out of or relating to DSHS' performance or failure to perform this Agreement.
- b. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.

19. Ownership of Material. Material created by the Contractor and paid for by DSHS as a part of this Contract shall be owned by DSHS and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Contract but is not created for or paid for by DSHS is owned by the Contractor and is not "work made for hire"; however, DSHS shall have a perpetual license to use

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this material for DSHS internal purposes at no charge to DSHS, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

20. Subrecipients.

- a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
 - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <https://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)
- b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
 - (1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. Overpayments. If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

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21. Termination.

- a. Default. If for any cause, either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if either party violates any of the terms and conditions contained in this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given 15 working days to correct the violation or failure. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party.
- b. Convenience. Either party may terminate this Interlocal Agreement for any other reason by providing 30 calendar days' written notice to the other party.
- c. Payment for Performance. If this Interlocal Agreement is terminated for any reason, DSHS shall only pay for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

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1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "Authorized Designee" means an individual who is designated in writing by the person who is identified in this Contract to provide an approval or direction, to act on such person's behalf with regard to an approval or direction.
 - b. "Behavioral Health Administration" or "BHA" means the administration within DSHS that is responsible for operating the state behavioral health facilities, including WSH, CSTC and FSCRCP.
 - c. "Child Study and Treatment Center" or "CSTC" means the state-operated and funded psychiatric hospital for children and youth who have psychological and safety needs that cannot be met in their community.
 - d. "Contract Manager" means the individual identified as the DSHS Contact on page 1 of this Contract. For purposes of this Contract, the term "Contract Manager" shall include an Authorized Designee
 - e. "Contractor" means the person or entity identified as the Contractor on page 1 of this Contract. As used in this Contract, "Contractor" shall include "Contractor Personnel."
 - f. "Fort Steilacoom Competency Restoration Program" or "FSCRCP" means the state-operated competency restoration program conducted within a residential treatment facility in Building 27 on the WSH Campus.
 - g. "Patient" means a person admitted to either WSH, CSTC or FSCRCP.
 - h. "Western State Hospital" or "WSH" means a psychiatric hospital owned and operated by the State of Washington, DSHS, which is situated at 9601 Steilacoom Blvd. SW, Lakewood, WA 98498.
 - i. "WSH Campus" means the buildings and grounds surrounding WSH that are owned and operated by DSHS through its BHA and which include CSTC, FSCRCP and WSH.
2. **Purpose.** The purpose of this Contract is to provide state funding to the City of Lakewood to address the unique needs of WSH in providing patrol and emergency police services and emergency police protection (9-1-1), evidence preservation and incident investigation services provided at Western State Hospital and surrounding campus.
3. **Statement of Work.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
 - a. All services provided by Contractor under this Agreement shall be performed by law enforcement officers commissioned by the City of Lakewood Police Department.
 - b. The City of Lakewood Police Department shall provide patrol services and emergency police protection (9-1-1), evidence preservation and incident investigation services at Western State Hospital and adjacent areas. Since the cost of these services is larger than the Maximum Agreement Amount, the intent of this Agreement is to offset some of the costs incurred by the City of Lakewood for the provision of such services.
 - c. Whenever possible, the City of Lakewood shall coordinate with its on-site Investigator, assigned to WSH under a separate contract providing funding to the City of Lakewood to support a community partnership, prior to making a Patient arrest.

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- d. The City of Lakewood shall provide quarterly performance reports to the WSH Contract Manager and the Chief Safety & Security Officer providing requested information, including the number of 9-1-1 calls responded to, the type of incidents, and the services provided by the City of Lakewood Police Department.
- e. The City of Lakewood shall submit a copy of its evidence-handling procedures to the WSH Contract Manager and the Chief Safety and Security Officer upon execution of this contract and shall submit any revisions that are adopted during the course of this contract.
- f. Western State Hospital may disclose Confidential Information, including Protected Health Information (PHI) to City of Lakewood law enforcement without a patient's signed HIPAA authorization in certain circumstances, including:
 - (1) In response to a request for information from a law enforcement official or designated crisis responder when necessary to carry out the responsibilities of that person's office, including the investigation of alleged criminal conduct, to the extent permitted under chapter 70.02 RCW and other applicable law.
 - (2) To a law enforcement official when that official is reasonably able to prevent or lessen a serious and imminent threat to the health or safety of an individual or the public.
 - (3) To a law enforcement agency, all necessary and relevant information in the event of a crisis or emergent situation that poses a significant and imminent risk to the public.
 - (4) When necessary for the protection of the patient or others due to the patient's unauthorized disappearance from WSH and the patient's whereabouts are unknown, but the information must be limited to basic demographic and health information about the person.
 - (5) To comply with a court order or court-ordered warrant, a subpoena or summons issued by a judicial officer, or an administrative request from a law enforcement official (the administrative request must include a written statement that the information requested is relevant and material, specific and limited in scope, and that de-identified information cannot be used). Any court order or court-ordered warrant, a subpoena or summons issued by a judicial officer for Patient protected health information must comply with RCW 70.02.230.
 - (6) To comply with a court order or court-ordered warrant, a subpoena or summons issued by a judicial officer, or an administrative request from a law enforcement official (the administrative request must include a written statement that the information requested is relevant and material, specific and limited in scope, and de-identified information cannot be used). Any court order or court-ordered warrant, a subpoena or summons issued by a judicial officer for WSH patient protected health information must comply with RCW 70.02.230.
- g. When the City of Lakewood accesses, receives, or retains DSHS Confidential Data or media, including protected health information as defined under the Health Insurance Portability and Accountability Act (HIPAA), it must adhere to the following procedures:
 - (1) The City of Lakewood shall keep confidential all DSHS Confidential Data or media copied, received, or retained in the course of investigations to the extent required by law and City of Lakewood policies required by the Washington Uniform Health Care Information Act (Chapter 70.02 RCW), and specifically 70.02.260 when applicable, and other applicable laws.
 - (2) Pursuant to RCW 42.56.240(2), when a victim or witness in an incident occurring on the WSH campus indicates a desire for disclosure or non-disclosure, the City will comply with that desire

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when producing public records, including police incident reports.

- (3) Upon receipt by City of Lakewood of a public records request that includes DSHS Confidential Data, the City of Lakewood will notify the Contract Manager on the face page of this Contract, with a copy to the DSHS Public Records Officer at dshspublicdisclosure@dshs.wa.gov within five (5) business days and before disclosing any records. Notice provided by the City of Lakewood will include a copy of the records with proposed redactions. Disclosure of records and redactions shall meet the standards in the Health Care Information Act, RCW 70.02, incorporated into the Public Records Act under RCW 42.56.070(1) and in the HIPAA Privacy Rule in 45 CFR §164.502 to the extent these provisions are applicable. If records are to be disclosed without authorization of the patients identified in the records, when required by law the records will be redacted to remove health care information recorded in any form or medium that identifies or can readily be associated with the identity of a patient.
- (4) Within fifteen (15) business days of receiving notice from the City of Lakewood, the Department will either (1) notify the City that the Department disagrees with the intended disclosure and obtain a court order prohibiting disclosure or (2) notify the City that it does not intend to take any additional action to prevent disclosure.

4. Consideration. Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of \$90,000, including any and all expenses.

- a. Payment is contingent on submission of quarterly report(s) as identified in Section 3.c., above.
- b. Payments shall be based on a fixed quarterly amount of \$11,250.
- c. Funding for this Agreement is 100% state funds.

5. Billing and Payment.

- a. **Invoice System.** The Contractor shall submit detailed invoices using State Form A-19 Invoice Voucher no later than fifteen (15) calendar days following the quarter in which the services were provided. The Invoices shall describe and document to DSHS' satisfaction a description of the work performed, activities accomplished, fees, and any allowable expenses incurred. Consideration for services rendered shall be payable upon receipt and acceptance by the Contract Manager of quarterly report(s) and properly completed invoices submitted not more often than quarterly to the following email address: CBS3Institution-Fiscal@dshs.wa.gov. The DSHS contract number should be identified in the Subject line.

Although emailing invoices is the preferred and faster method, should the Contractor not be able to use email, the invoice may be mailed to the following address:

Department of Social and Health Services
Consolidated Business Services (CBS)
Attention: Accounting
1949 South State Street
Tacoma, WA 984095

The rates shall be in accordance with those set forth in Section 5, Consideration, of this Contract.

- b. **Payment.** Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by the CBS accounts payable of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. DSHS may, at

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

6. Insurance.

a. DSHS certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable.

b. The Contractor certifies, by checking the appropriate box below, initialing to the left of the box selected, and signing this Agreement, that:

_____ ☐ The Contractor is self-insured or insured through a risk pool and shall pay for losses for which it is found liable; or

_____ ☐ The Contractor maintains the types and amounts of insurance identified below and shall, prior to the execution of this Agreement by DSHS, provide certificates of insurance to that effect to the DSHS contact on page one of this Agreement.

Commercial General Liability Insurance (CGL) – to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds.

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Exhibit A – Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
 - a. “AES” means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (<http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf>).
 - b. “Authorized Users(s)” means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.
 - c. “Business Associate Agreement” means an agreement between DSHS and a contractor who is receiving Data covered under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996. The agreement establishes permitted and required uses and disclosures of protected health information (PHI) in accordance with HIPAA requirements and provides obligations for business associates to safeguard the information.
 - d. “Category 4 Data” is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. Data classified as Category 4 includes but is not limited to data protected by: the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), 45 CFR Parts 160 and 164; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99; Internal Revenue Service Publication 1075 (<https://www.irs.gov/pub/irs-pdf/p1075.pdf>); Substance Abuse and Mental Health Services Administration regulations on Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and/or Criminal Justice Information Services, 28 CFR Part 20.
 - e. “Cloud” means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.
 - f. “Encrypt” means to encode Confidential Information into a format that can only be read by those possessing a “key”; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
 - g. “FedRAMP” means the Federal Risk and Authorization Management Program (see www.fedramp.gov), which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.
 - h. “Hardened Password” means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.

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- i. “Mobile Device” means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.
- j. “Multi-factor Authentication” means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. “PIN” means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.
- k. “Portable Device” means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.
- l. “Portable Media” means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.
- m. “Secure Area” means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.
- n. “Trusted Network” means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.
- o. “Unique User ID” means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Authority.** The security requirements described in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: <https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure>, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.

3. **Administrative Controls.** The Contractor must have the following controls in place:

- a. A documented security policy governing the secure use of its computer network and systems, and

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which defines sanctions that may be applied to Contractor staff for violating that policy.

- b. If the Data shared under this agreement is classified as Category 4, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.
- c. If Confidential Information shared under this agreement is classified as Category 4, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

4. Authorization, Authentication, and Access. In order to ensure that access to the Data is limited to authorized staff, the Contractor must:

- a. Have documented policies and procedures governing access to systems with the shared Data.
- b. Restrict access through administrative, physical, and technical controls to authorized staff.
- c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action.
- d. Ensure that only authorized users are capable of accessing the Data.
- e. Ensure that an employee's access to the Data is removed immediately:
 - (1) Upon suspected compromise of the user credentials.
 - (2) When their employment, or the contract under which the Data is made available to them, is terminated.
 - (3) When they no longer need access to the Data to fulfill the requirements of the contract.
- f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information.
- g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:
 - (1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.
 - (2) That a password does not contain a user's name, logon ID, or any form of their full name.
 - (3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.
 - (4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.
- h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:

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- (1) Ensuring mitigations applied to the system don't allow end-user modification.
 - (2) Not allowing the use of dial-up connections.
 - (3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.
 - (4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.
 - (5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.
 - (6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.
- i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:
- (1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor
 - (2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)
 - (3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)
- j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:
- (1) Be a minimum of six alphanumeric characters.
 - (2) Contain at least three unique character classes (upper case, lower case, letter, number).
 - (3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.
- k. Render the device unusable after a maximum of 10 failed logon attempts.

5. Protection of Data. The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

- a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
- b. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has

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authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
 - (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
 - (a) Encrypt the Data.
 - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

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- (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.
 - (d) Apply administrative and physical security controls to Portable Devices and Portable Media by:
 - i. Keeping them in a Secure Area when not in use,
 - ii. Using check-in/check-out procedures when they are shared, and
 - iii. Taking frequent inventories.
 - (2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.
- h. Data stored for backup purposes.**
- (1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.
 - (2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.
- i. Cloud storage.** DSHS Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:
- (1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:
 - (a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attests in writing that all such procedures will be uniformly followed.
 - (b) The Data will be Encrypted while within the Contractor network.
 - (c) The Data will remain Encrypted during transmission to the Cloud.
 - (d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.
 - (e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or DSHS.

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- (f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DSHS or Contractor networks.
- (g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Contractor's network.

(2) Data will not be stored on an Enterprise Cloud storage solution unless either:

- (a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or,
- (b) The Cloud storage solution used is FedRAMP certified.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

6. System Protection. To prevent compromise of systems which contain DSHS Data or through which that Data passes:

- a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.
- b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.
- c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.
- d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. Data Segregation.

- a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
 - (1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data. And/or,
 - (2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
 - (3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
 - (4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
 - (5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.


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- b. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

8. **Data Disposition.** When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

9. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
10. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the subcontractor must be submitted to the DSHS Contact specified for this contract for review and approval.

 <p>Washington State Department of Social & Health Services</p>	<p>Mandatory COVID-19 Safety Measures</p> <p>Exhibit B</p>	<p>DSHS Contract Number: 2164-21905</p> <p>Contractor Contract Number:</p>
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On February 29, 2020, Governor Jay Inslee issued [Proclamation 20-05](#), proclaiming a State of Emergency for all counties throughout the state of Washington as a result of the coronavirus disease 2019 (COVID-19) outbreak in the United States. Governor Inslee and Secretary of Health John Wiesman announced a statewide mandatory face covering order that went into effect on June 26, 2020. When more Washingtonians wear face coverings in public, the combined effect can greatly reduce transmission of COVID-19 from person to person, saving lives and helping us open the economy safely and wisely. This mandatory guidance is detailed in three orders (as amended by Order of the Secretary of Health [20-03.1](#)) and applies to the entire state of Washington.

The three face covering [orders](#) are:

- a. The workplace order: Washington employers are required to ensure workers are wearing face coverings at work in almost all situations. Employers must provide face coverings if workers do not have them; employers are responsible to comply with this order, and the Department of Labor & Industries enforces it.
 - b. The general public order: This order from the secretary of health requires Washingtonians, with some exceptions, to wear face coverings in public spaces (indoors in most situations, and outdoors when proper physical distancing can't be maintained). People are individually responsible to comply with this order; and
 - c. The governor's order for customers in businesses: This order from Governor Inslee says businesses cannot allow customers to enter their premises without face coverings. Other accommodations can be offered for customers who cannot wear masks. Businesses, with the help of local law enforcement if needed, are responsible to comply with this order.
1. The Contractor acknowledges it is responsible for complying in full with any new orders or modifications to the existing orders listed above concerning safe conduct with respect to COVID-19.
 2. The Contractor acknowledges that COVID-19 is an event beyond the parties' reasonable control and it is not possible to foresee (or advisable to try and foresee) its duration, impact or extent (including measures and recommendations that may be put in place by regulators). Where work takes place within Washington state, the Contractor must follow all regulatory measures and recommendations as set forth by state officials, including those requiring personal protective equipment (PPE) to reduce the spread of COVID-19.
 3. Where COVID-19 impacts result in non-performance or partial-performance under the Contract any corresponding monetary obligations by DSHS shall be excused or adjusted pro-rata until such time as the required performance is completed or continues. The parties will act reasonably and in good-faith to discuss any affected obligations or related issues, identify potential workarounds and will document any agreed changes to this Contract in accordance with the Contract Change Order or Amendment process set forth in this Contract.

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: July 19, 2021	TITLE: Authorizing the execution of an Interlocal Agreement relative to Western State Hospital Community Partnerships.	TYPE OF ACTION: ___ ORDINANCE NO. ___ RESOLUTION NO. <u> X </u> MOTION NO. 2021-45 ___ OTHER
REVIEW: N/A	ATTACHMENTS: Interlocal Agreement Western State Hospital Community Partnerships	

SUBMITTED BY: Heidi Ann Wachter, City Attorney

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to execute the Interlocal Agreement – Western State Hospital Community Partnerships between the City of Lakewood and the Department of Social and Health Services.

DISCUSSION: This agreement dates back to at least July 2009 and obligates the Lakewood Police Department to provide conduct investigations into criminal matters which may occur at Western State Hospital which are funded by DSHS via legislative allocation.


ALTERNATIVE(S): City Council could choose to not sign the ILA or recommend additions/changes to the document.

FISCAL IMPACT: This agreement provides for a maximum \$621,000 annual payment from DSHS to the City of Lakewood.

Heidi Ann Wachter, City Attorney
Prepared by

Department Director

Tho Kraus
City Manager Review

 <p>Washington State Department of Social & Health Services</p> <p><i>Transforming lives</i></p>	<h2>INTERLOCAL AGREEMENT</h2> <h3>Community Partnerships</h3> <h3>City of Lakewood/Western State Hospital</h3>	DSHS Agreement Number: 2164-19248	
This Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.		Program Contract Number: Contractor Contract Number:	
CONTRACTOR NAME City of Lakewood		CONTRACTOR doing business as (DBA) City of Lakewood	
CONTRACTOR ADDRESS City of Lakewood 6000 Main Street SW Lakewood, WA 98499		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 601-667-295	DSHS INDEX NUMBER 28708
CONTRACTOR CONTACT Heidi Wachter	CONTRACTOR TELEPHONE (253) 589-2489	CONTRACTOR FAX (253) 830-5067	CONTRACTOR E-MAIL ADDRESS hwachter@cityoflakewood.us
DSHS ADMINISTRATION Behavioral Health Administration	DSHS DIVISION Division of State Hospitals	DSHS CONTRACT CODE 1000LC-64	
DSHS CONTACT NAME AND TITLE Mara Lake Contract Manager		DSHS CONTACT ADDRESS Western State Hospital 9601 Steilacoom Blvd SW Lakewood, WA 98498-7212	
DSHS CONTACT TELEPHONE (253)756-2635	DSHS CONTACT FAX Click here to enter text.	DSHS CONTACT E-MAIL ADDRESS mara.lake@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		CFDA NUMBER(S)	
AGREEMENT START DATE 07/01/2021	AGREEMENT END DATE 06/30/2023	MAXIMUM AGREEMENT AMOUNT \$621,000.00	
EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference: <input checked="" type="checkbox"/> Exhibits (specify): Exhibit A - Data Security Requirements Exhibit B Manatory COVID-19 Safety Measures <input type="checkbox"/> No Exhibits.			
The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DSHS only upon signature by DSHS.			
CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE		DATE SIGNED
DSHS SIGNATURE	PRINTED NAME AND TITLE Helen Haynes, Administrator, Behavioral Health Administration Contracts Office		DATE SIGNED

CITY OF LAKEWOOD

Dated: _____

Attest:

Briana Schumacher, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

DSHS General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Central Contracts and Legal Services" means the DSHS central headquarters contracting office, or successor section or office.
 - b. "Confidential Information" or "Data" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
 - c. "Contract" or "Agreement" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
 - d. "CCLS Chief" means the manager, or successor, of Central Contracts and Legal Services or successor section or office.
 - e. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
 - f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - g. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
 - h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key;" a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
 - i. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
 - j. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
 - k. "Program Agreement" means an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS.
 - l. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.

DSHS General Terms and Conditions

- m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
- n. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- o. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
- p. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
- q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
- r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.

2. Amendment. This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.

3. Assignment. The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.

4. Billing Limitations.

- a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.
- b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
- c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.

5. Compliance with Applicable Law. At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.

6. Confidentiality.

- a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential

DSHS General Terms and Conditions

Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:

- (1) as provided by law; or,
 - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
- (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
 - (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
 - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
 - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
 - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
 - (c) Verifying after transmittal that the fax was received by the intended recipient.
 - (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
 - (a) Use a Trusted System.
 - (b) Encrypt the Confidential Information, including:
 - i. Encrypting email and/or email attachments which contain the Confidential Information.
 - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.
- Note: If the DSHS Data Security Requirements Exhibit is attached to this contract, this item, 6.b.(4), is superseded by the language contained in the Exhibit.**
- (5) Send paper documents containing Confidential Information via a Trusted System.
 - (6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.
- c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.

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- d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.
 - e. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
7. **Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.
8. **Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
9. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
10. **Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
11. **Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.
- Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
12. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.

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- 13. Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.
- 14. Survivability.** The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.
- 15. Contract Renegotiation, Suspension, or Termination Due to Change in Funding.**

If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Contract or Program Agreement:

- a. At DSHS's discretion, the Contract or Program Agreement may be renegotiated under the revised funding conditions.
 - b. At DSHS's discretion, DSHS may give notice to Contractor to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When DSHS determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
 - (3) If the Contractor's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
 - c. DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.
- 16. Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the CCLS Chief or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

Additional General Terms and Conditions – Interlocal Agreements:

- 17. Disputes.** Both DSHS and the Contractor ("Parties") agree to work in good faith to resolve all conflicts

DSHS General Terms and Conditions

at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of this Agreement, either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DSHS ("Secretary") and the Contractor's Agency Head ("Agency Head") or their deputies or designated delegates. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and Agency Head.

Upon receipt of the referral and relevant documentation, the Secretary and Agency Head will confer to consider the potential options of resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and Agency Head may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and Agency Head are unable to come to a mutually acceptable decision within fifteen (15) business days, they may agree to issue an extension to allow for more time.

The final decision will be put in writing, and will be signed by both the Secretary and Agency Head. If the Agreement is active at the time of resolution, the Parties will execute an amendment or change order to incorporate the final decision into the Agreement. The decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision.

If the Secretary and Agency Head are unable to come to a mutually acceptable decision, the Parties will request intervention by the Governor, per RCW 43.17.330, in which case the governor shall employ whatever dispute resolution methods that the governor deems appropriate in resolving the dispute.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

18. Hold Harmless.

- a. The Contractor shall be responsible for and shall hold DSHS harmless from all claims, loss, liability, damages, or fines arising out of or relating to the Contractor's, or any Subcontractor's, performance or failure to perform this Agreement, or the acts or omissions of the Contractor or any Subcontractor. DSHS shall be responsible for and shall hold the Contractor harmless from all claims, loss, liability, damages, or fines arising out of or relating to DSHS' performance or failure to perform this Agreement.
- b. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.

19. Ownership of Material. Material created by the Contractor and paid for by DSHS as a part of this Contract shall be owned by DSHS and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Contract but is not created for or paid for by DSHS is owned by the Contractor and is not "work made for hire"; however, DSHS shall have a perpetual license to use

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this material for DSHS internal purposes at no charge to DSHS, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

20. Subrecipients.

- a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
 - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <https://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)
- b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
 - (1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. Overpayments. If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

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21. Termination.

- a. **Default.** If for any cause, either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if either party violates any of the terms and conditions contained in this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given 15 working days to correct the violation or failure. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party.
- b. **Convenience.** Either party may terminate this Interlocal Agreement for any other reason by providing 30 calendar days' written notice to the other party.
- c. **Payment for Performance.** If this Interlocal Agreement is terminated for any reason, DSHS shall only pay for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

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1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "Authorized Designee" means an individual who is designated in writing by the person who is identified in this Contract to provide an approval or direction, to act on such person's behalf with regard to an approval or direction.
 - b. "Behavioral Health Administration" or "BHA" means the administration within DSHS that is responsible for operating the state behavioral health facilities, including WSH, CSTC and FSCRCP.
 - c. "Child Study and Treatment Center" or "CSTC" means the state-operated and funded psychiatric hospital for children and youth who have psychological and safety needs that cannot be met in their community
 - d. "Contract Manager" means the individual identified as the DSHS Contact on page 1 of this Contract. For purposes of this Contract, the term "Contract Manager" shall include an Authorized Designee.
 - e. "Contractor" means the person or entity identified as the Contractor on page 1 of this Contract. As used in this Contract, "Contractor" shall include an on-site Investigator
 - f. "Fort Steilacoom Competency Restoration Program" or "FSCRCP" means the state-operated competency restoration program conducted within a residential treatment facility in Building 27 on the WSH Campus.
 - g. "Investigator" means the Contractor's on-site assigned detective.
 - h. "Patient" means a person admitted to either WSH, CSTC or FSCRCP.
 - i. "Service Coverage Area" means the WSH Campus including FSCRCP and CSTC within the entire campus footprint.
 - j. "Staff" means an employee or contractor of BHA who works on the WSH campus.
 - k. "Western State Hospital" or "WSH" means a psychiatric hospital owned and operated by the State of Washington, DSHS, which is situated at 9601 Steilacoom Blvd. SW, Lakewood, WA 98498.
 - l. "WSH Campus" means the buildings and grounds surrounding WSH that are owned and operated by DSHS through its BHA and which include CSTC, FSCRCP and WSH.
2. **Purpose.** The purpose of this Contract is to establish a community partnership between DSHS, through its Western State Hospital, and the City of Lakewood ("Lakewood" or "Contractor") to support community policing efforts in the Lakewood community surrounding the WSH Campus.
3. **Contractor Requirements.**
 - a. **Background Checks.** In accordance with RCW 43.43.832, 43.43.834, 43.20A.710 and chapter 388-06 WAC Contractor Investigator must be cleared through a DSHS approved criminal history and background check prior to providing services.
 - b. **Health Screening.** Contractor Investigator shall comply with Hospital's health screening requirements and shall submit a signed WSH Health Screening Form prior to providing Services. Contractor Investigator shall comply with all applicable Hospital occupational health and infection control requirements including those set forth on the Healthcare Screening

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Acknowledgment set forth as an exhibit to this Contract, and shall provide proof of all screenings and immunizations within twenty-four (24) hours of a request from Hospital.

4. **Statement of Work.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
- a. The City of Lakewood shall assign an Investigator who shall be stationed on the WSH Campus.
 - b. The Investigator shall meet with the Western State Hospital Contract Manager, Chief Safety and Security Officer, or Authorized Designee, at regular intervals, no less than bi-weekly, to discuss the status of cases involving Patients or Staff that are referred, accepted, declined, or forwarded to local Prosecutors' offices.
 - c. Upon request by the WSH Contract Manager, Chief Safety and Security Officer, or Authorized Designee, the Investigator shall attend regular meetings with the WSH Contract Manager, Chief Safety and Security Officer, or Authorized Designee and the Washington State Patrol to discuss the status of cross-agency cases.
 - d. The Contractor's Investigator shall work with the WSH Contract Manager, Chief Safety and Security Officer, or Authorized Designee to schedule interviews and meetings regarding investigations involving Staff and/or Patients.
 - e. The Contractor's Investigator shall participate in emergency management planning, training and exercises for the WSH campus.
 - f. The Contractor Investigator shall make every effort to complete criminal investigations within 120 days. Timelines for investigations going beyond 120 days shall be agreed upon by both parties. Contractor will provide periodic updates to the WSH Contract Manager, Chief Safety and Security Officer, or Authorized Designee, on the status of any investigations sent to the prosecutor's office for review.
 - g. All services provided by the City of Lakewood under this Agreement shall be performed by law enforcement officers commissioned by the City of Lakewood Police Department.
 - h. The City of Lakewood shall provide quarterly performance reports to the WSH Contract Manager, and Chief Safety and Security Officer the number of investigations, hours of assistance in emergency management, hours spent generating service statistics, engaging in community outreach specific to WSH campus issues, and delivering training.
 - i. WSH may disclose Confidential Information, including protected health information (PHI), to City of Lakewood law enforcement without a Patient's signed HIPAA authorization in certain circumstances, as permitted under applicable law, including:
 - (1) In response to a request for information from a law enforcement official or designated crisis responder when necessary to carry out the responsibilities of that person's office, including the investigation of alleged criminal conduct, to the extent permitted under chapter 70.02 RCW and other applicable law.
 - (2) To a law enforcement official when that official is reasonably able to prevent or lessen a serious and imminent threat to the health or safety of an individual or the public.
 - (3) To a law enforcement agency, all necessary and relevant information in the event of a crisis or emergent situation that poses a significant and imminent risk to the public.

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- (4) When necessary for the protection of the patient or others due to the patient's unauthorized disappearance from WSH and the patient's whereabouts are unknown, but the information must be limited to basic demographic and health information about the person.
- (5) To comply with a court order or court-ordered warrant, a subpoena or summons issued by a judicial officer, or an administrative request from a law enforcement official (the administrative request must include a written statement that the information requested is relevant and material, specific and limited in scope, and that de-identified information cannot be used). Any court order or court-ordered warrant, a subpoena or summons issued by a judicial officer for Patient protected health information must comply with RCW 70.02.230.
- j. When the City of Lakewood accesses, receives, or retains DSHS Confidential Data or media, including protected health information as defined under the Health Insurance Portability and Accountability Act (HIPAA), it must adhere to the following procedures:
 - (1) The City of Lakewood shall keep confidential all DSHS Confidential Data or media copied, received, or retained in the course of investigations to the extent required by law and City of Lakewood policies required by the Washington Uniform Health Care Information Act (Chapter 70.02 RCW), and specifically 70.02.260 when applicable, and other applicable laws.
 - (2) Pursuant to RCW 42.56.240(2), when a victim or witness in an incident occurring on the WSH campus indicates a desire for disclosure or non-disclosure, the City will comply with that desire when producing public records, including police incident reports.
 - (3) Upon receipt by City of Lakewood of a public records request that includes DSHS Confidential Data, the City of Lakewood will notify the Contract Manager on the face page of this Contract, with a copy to the DSHS Public Records Officer at dshspublicdisclosure@dshs.wa.gov within five (5) business days and before disclosing any records. Notice provided by the City of Lakewood will include a copy of the records with proposed redactions. Disclosure of records and redactions shall meet the standards in the Health Care Information Act, ch. 70.02 RCW,, incorporated into the Public Records Act under RCW 42.56.070(1) and in the HIPAA Privacy Rule in 45 CFR §164.502 to the extent these provisions are applicable. If records are to be disclosed without authorization of the patients identified in the records, when required by law the records will be redacted to remove health care information recorded in any form or medium that identifies or can readily be associated with the identity of a patient.
 - (4) Within fifteen (15) business days of receiving notice from the City of Lakewood, the Department will either (1) notify the City that the Department disagrees with the intended disclosure and obtain a court order prohibiting disclosure or (2) notify the City that it does not intend to take any additional action to prevent disclosure

- 5. Training.** The parties agree to facilitate a training to educate the workforce members of both entities (WSH and City of Lakewood) regarding the types of information that can be exchanged under the contract, what is appropriate or necessary to put in a police report, and when it may be necessary for WSH to require a court order or court-ordered warrant, a subpoena or summons issued by a judicial officer in order for WSH to release DSHS Confidential Information to Lakewood.

When requested by WSH, the Contractor shall provide to appropriate WSH Staff training that includes but is not limited to the following:

- a. Crime prevention,
- b. How to identify incidents that involve potential criminality,

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- c. When to notify the police department,
- d. Crime scene preservation,
- e. Safety,
- f. Security,
- g. Active Shooter,
- h. Security Measures,
- i. Searches, and
- j. Community outreach and Reporting.

Training Requests shall be directed to the City of Lakewood contact listed on page 1 of this Contract or such other person as the City of Lakewood shall designate in writing to WSH.

- 6. Consideration.** In accordance with the State Biennial Budget effective July 1, 2021 and continuing through June 30, 2023, the total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of \$621,000 over the two year period of this Contract. This amount shall include, but not be limited to, funding to reimburse salaries, benefits, supplies, and equipment of one full-time equivalent (FTE) investigator, one .75 FTE police officer, and one .5 FTE community service officer at the City of Lakewood.

- a. Payment is contingent on submission of quarterly report(s) as identified in Section 3.h. above.
- b. Payment shall be made on a quarterly basis in a fixed quarterly amount as follows:
 - (1) July 1, 2021 – June 30, 2022 Annual Budget is \$311,000 = \$77,750 fixed quarterly amount
 - (2) July 1, 2022 – June 30, 2023 Annual Budget is \$310,000 = \$77,500 fixed quarterly amount.
- c. Funding for this Agreement is 100% state funds.

7. Billing and Payment.

- a. **Invoice System.** The Contractor shall submit detailed invoices using State Form A-19 Invoice Voucher no later than fifteen (15) calendar days following the quarter in which the services were provided. The Invoices shall describe and document to DSHS' satisfaction a description of the work performed, activities accomplished, fees, and any allowable expenses incurred. Consideration for services rendered shall be payable upon receipt and acceptance by the Contract Manager of quarterly report(s) and properly completed invoices submitted not more often than quarterly to the following email address: CBS3Institution-Fiscal@dshs.wa.gov. The DSHS contract number should be identified in the Subject line.

Although emailing invoices is the preferred and faster method, should the Contractor not be able to use email, the invoice may be mailed to the following address:

Department of Social and Health Services
Consolidated Business Services (CBS)
Attention: Accounting

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1949 South State Street
Tacoma, WA 984095

- b. The rates shall be in accordance with those set forth in Section 5, Consideration, of this Contract.
- Payment.** Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

8. Insurance.

- a. DSHS certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable.
- b. The Contractor certifies, by checking the appropriate box below, initialing to the left of the box selected, and signing this Agreement, that:

_____ ☐ The Contractor is self-insured or insured through a risk pool and shall pay for losses for which it is found liable; or

_____ ☐ The Contractor maintains the types and amounts of insurance identified below and shall, prior to the execution of this Agreement by DSHS, provide certificates of insurance to that effect to the DSHS contact on page one of this Agreement.

Commercial General Liability Insurance (CGL) – to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds.

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Exhibit A – Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
 - a. “AES” means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (<http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf>).
 - b. “Authorized Users(s)” means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.
 - c. “Business Associate Agreement” means an agreement between DSHS and a contractor who is receiving Data covered under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996. The agreement establishes permitted and required uses and disclosures of protected health information (PHI) in accordance with HIPAA requirements and provides obligations for business associates to safeguard the information.
 - d. “Category 4 Data” is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. Data classified as Category 4 includes but is not limited to data protected by: the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), 45 CFR Parts 160 and 164; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99; Internal Revenue Service Publication 1075 (<https://www.irs.gov/pub/irs-pdf/p1075.pdf>); Substance Abuse and Mental Health Services Administration regulations on Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and/or Criminal Justice Information Services, 28 CFR Part 20.
 - e. “Cloud” means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.
 - f. “Encrypt” means to encode Confidential Information into a format that can only be read by those possessing a “key”; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
 - g. “FedRAMP” means the Federal Risk and Authorization Management Program (see www.fedramp.gov), which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.
 - h. “Hardened Password” means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.

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- i. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.
- j. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.
- k. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.
- l. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.
- m. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.
- n. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.
- o. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Authority.** The security requirements described in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: <https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure>, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.

3. **Administrative Controls.** The Contractor must have the following controls in place:

- a. A documented security policy governing the secure use of its computer network and systems, and

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which defines sanctions that may be applied to Contractor staff for violating that policy.

- b. If the Data shared under this agreement is classified as Category 4, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.
- c. If Confidential Information shared under this agreement is classified as Category 4, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

4. Authorization, Authentication, and Access. In order to ensure that access to the Data is limited to authorized staff, the Contractor must:

- a. Have documented policies and procedures governing access to systems with the shared Data.
- b. Restrict access through administrative, physical, and technical controls to authorized staff.
- c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action.
- d. Ensure that only authorized users are capable of accessing the Data.
- e. Ensure that an employee's access to the Data is removed immediately:
 - (1) Upon suspected compromise of the user credentials.
 - (2) When their employment, or the contract under which the Data is made available to them, is terminated.
 - (3) When they no longer need access to the Data to fulfill the requirements of the contract.
- f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information.
- g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:
 - (1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.
 - (2) That a password does not contain a user's name, logon ID, or any form of their full name.
 - (3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.
 - (4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.
- h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:

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- (1) Ensuring mitigations applied to the system don't allow end-user modification.
 - (2) Not allowing the use of dial-up connections.
 - (3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.
 - (4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.
 - (5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.
 - (6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.
- i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:
- (1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor
 - (2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)
 - (3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)
- j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:
- (1) Be a minimum of six alphanumeric characters.
 - (2) Contain at least three unique character classes (upper case, lower case, letter, number).
 - (3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.
- k. Render the device unusable after a maximum of 10 failed logon attempts.

5. Protection of Data. The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

- a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
- b. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has

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authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
 - (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
 - (a) Encrypt the Data.
 - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

Special Terms and Conditions

- (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.
 - (d) Apply administrative and physical security controls to Portable Devices and Portable Media by:
 - i. Keeping them in a Secure Area when not in use,
 - ii. Using check-in/check-out procedures when they are shared, and
 - iii. Taking frequent inventories.
 - (2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.
- h. Data stored for backup purposes.**
- (1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.
 - (2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.
- i. Cloud storage.** DSHS Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:
- (1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:
 - (a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attests in writing that all such procedures will be uniformly followed.
 - (b) The Data will be Encrypted while within the Contractor network.
 - (c) The Data will remain Encrypted during transmission to the Cloud.
 - (d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.
 - (e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or DSHS.

Special Terms and Conditions

- (f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DSHS or Contractor networks.
- (g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Contractor's network.

(2) Data will not be stored on an Enterprise Cloud storage solution unless either:

- (a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or,
- (b) The Cloud storage solution used is FedRAMP certified.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

6. System Protection. To prevent compromise of systems which contain DSHS Data or through which that Data passes:

- a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.
- b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.
- c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.
- d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. Data Segregation.

- a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
 - (1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data. And/or,
 - (2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
 - (3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
 - (4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
 - (5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.


Special Terms and Conditions

- b. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

8. **Data Disposition.** When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a “wipe” utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

9. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
10. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the subcontractor must be submitted to the DSHS Contact specified for this contract for review and approval.

 <p>Washington State Department of Social & Health Services</p>	<p>Mandatory COVID-19 Safety Measures</p> <p>Exhibit B</p>	<p>DSHS Contract Number: 2164-19248</p> <p>Contractor Contract Number:</p>
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On February 29, 2020, Governor Jay Inslee issued [Proclamation 20-05](#), proclaiming a State of Emergency for all counties throughout the state of Washington as a result of the coronavirus disease 2019 (COVID-19) outbreak in the United States. Governor Inslee and Secretary of Health John Wiesman announced a statewide mandatory face covering order that went into effect on June 26, 2020. When more Washingtonians wear face coverings in public, the combined effect can greatly reduce transmission of COVID-19 from person to person, saving lives and helping us open the economy safely and wisely. This mandatory guidance is detailed in three orders (as amended by Order of the Secretary of Health [20-03.1](#)) and applies to the entire state of Washington.

The three face covering [orders](#) are:

- a. The workplace order: Washington employers are required to ensure workers are wearing face coverings at work in almost all situations. Employers must provide face coverings if workers do not have them; employers are responsible to comply with this order, and the Department of Labor & Industries enforces it.
 - b. The general public order: This order from the secretary of health requires Washingtonians, with some exceptions, to wear face coverings in public spaces (indoors in most situations, and outdoors when proper physical distancing can't be maintained). People are individually responsible to comply with this order; and
 - c. The governor's order for customers in businesses: This order from Governor Inslee says businesses cannot allow customers to enter their premises without face coverings. Other accommodations can be offered for customers who cannot wear masks. Businesses, with the help of local law enforcement if needed, are responsible to comply with this order.
1. The Contractor acknowledges it is responsible for complying in full with any new orders or modifications to the existing orders listed above concerning safe conduct with respect to COVID-19.
 2. The Contractor acknowledges that COVID-19 is an event beyond the parties' reasonable control and it is not possible to foresee (or advisable to try and foresee) its duration, impact or extent (including measures and recommendations that may be put in place by regulators). Where work takes place within Washington state, the Contractor must follow all regulatory measures and recommendations as set forth by state officials, including those requiring personal protective equipment (PPE) to reduce the spread of COVID-19.
 3. Where COVID-19 impacts result in non-performance or partial-performance under the Contract any corresponding monetary obligations by DSHS shall be excused or adjusted pro-rata until such time as the required performance is completed or continues. The parties will act reasonably and in good-faith to discuss any affected obligations or related issues, identify potential workarounds and will document any agreed changes to this Contract in accordance with the Contract Change Order or Amendment process set forth in this Contract.

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: July 19, 2021	TITLE: Authorizing the execution of an amendment to the agreement with Buell Recreation, LLC, in the amount of \$23,308, for the Fort Steilacoom Park All Abilities Playground project.	TYPE OF ACTION: — ORDINANCE NO. — RESOLUTION NO. <u>X</u> MOTION NO. 2021-46 — OTHER
REVIEW: July 12, 2021	ATTACHMENTS: Buell Contract Amendment	


SUBMITTED BY: Mary Dodsworth, Parks, Recreation and Community Services Director

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to sign a contract amendment for Buell Recreation LLC in the amount of \$23,308 for additional work needed to complete the all abilities playground at Fort Steilacoom Park.

DISCUSSION: City Council approved a contract with Buell Recreation LLC to replace playground equipment at Fort Steilacoom Park. The plan was to create an all abilities playground at this site. Prior to and during construction additional conditions occurred and items were needed to complete the project. Unanticipated issues included repairing and installing climbing boulders on site as by being unable to reuse the old swing set, additional items were purchased and installed. More surfacing material was needed to meet safety standards and due to a new city code regarding building permits, additional installation work was needed on site that hadn't been included in the original bid.

ALTERNATIVE(S): Approve the contract amendment and authorize City Manager to sign agreement.

FISCAL IMPACT: Fiscal impact is \$23,308. Funding from parks CIP will be used and adjustments made during the mid-year budget adjustment.

Mary Dodsworth Prepared by	 City Manager Review
Department Director	

**FIRST ADDENDUM TO THE CITY OF LAKEWOOD
PROFESSIONAL SERVICES AGREEMENT**

THIS ADDENDUM is made and entered into this ____ day of July, 2021 and between the City of Lakewood (City) and Buell Recreation LLC (Contractor). The parties do hereby agree to the following amendment to the original agreement 2021-028 executed on January 27, 2021.

ITEM ONE. The Contractor will be paid by the City for additional equipment, supplies and services as provided in Exhibit "B" Compensation, attached hereto.

ITEM TWO. All other terms of the professional services agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the day and year written above.

CITY OF LAKEWOOD

Buell Recreation LLC

John Caulfield, City Manager

Douglas Pietrowski, CFO

Date: _____

Date _____

Attest:

Briana Schumacher, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

Exhibit B

Compensation

Item	Cost
Additional labor costs for building permit requirements	\$3,357.00
Installation of swing set	\$2,000.00
installation of climbing boulders	\$7,318.00
additional wood fiber 95 CY - blown in / prevailing wage	\$5,870.00
swings, swing poles, seats	\$2,644.00
subtotal	\$21,189.00
tax	\$2,119.00
total	\$23,308.00

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: July 19, 2021	TITLE: Authorizing the purchase of Body Worn Cameras.	TYPE OF ACTION: — ORDINANCE — RESOLUTION <u>X</u> MOTION 2021-47 — OTHER
REVIEW: July 12, 2021	ATTACHMENTS:	

SUBMITTED BY: Mike Zaro, Chief of Police

RECOMMENDATION: It is recommended that the City Council authorize the purchase of Body Worn Cameras.

DISCUSSION: Lakewood Police Department has long recognized the value associated with video evidence. It can provide clear documentation of criminal activity that occurs in the officer's presence and can support or refute allegations of misconduct by an officer. Several years ago we began the implementation of in-car video systems in all of our marked vehicles and just recently completed the program. The next logical step would be to add body worn cameras to provide multiple video perspectives and also record events that occur away from the purview of the patrol vehicle.

This proposal includes cost for equipment, annual replacement reserves, and the personnel needed to handle the associated workload. In helping to put this proposal together, I worked with our own IT and Legal Departments and the City of Kent Police Department (who has already implemented a body-worn camera system) to better understand the impacts a body-worn camera system can have on workloads. The overwhelming consensus was that additional personnel were needed to assist with review for public disclosure and also with prosecuting criminal cases. With that in mind, I have included costs for equipment (both cameras and video storage), one public records specialist for public disclosure requests, and one additional prosecutor.

The equipment proposal is from COBAN, our in-car video provider, and would essentially be an expansion of our existing program so the integration would be seamless.

ALTERNATIVE(S): The City Council could deny or modify the request to authorize the purchase of Body Worn Cameras.

FISCAL IMPACT:

Total 5-Year Program Cost: \$1,732,764

- Total 1-time costs: \$336,304
- Total ongoing costs: \$1,396,460 (\$279,292 annually)

Mike Zaro, Chief of Police

Prepared by

Department Director



City Manager Review

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: July 19, 2021	TITLE: Reappointing Peter Marsh to serve on the American Lake – Lake Management District No. 1 Advisory Committee through June 2, 2024.	TYPE OF ACTION: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> MOTION NO. 2021-48 <input type="checkbox"/> OTHER
REVIEW:	ATTACHMENTS: Candidate application	

SUBMITTED BY: Briana Schumacher, City Clerk on behalf of Mayor Don Anderson

RECOMMENDATION: It is recommended that the City Council confirm the Mayor’s reappointment of Peter Marsh to serve on the American Lake – Lake Management District No. 1 Advisory Committee through June 2, 2024.

DISCUSSION: Notices and outreach to seek volunteers to fill vacancies on the American Lake – Lake Management District No. 1 were sent to all private property owners within the Lake Management District (LMD). In addition, notices were distributed through the City’s Weekly Informational Bulletins and posted on the City’s website.

The role of the American Lake – Lake Management District No. 1 Advisory Committee is to represent the property owners of the LMD to the City Council, and (1) each spring discuss with the City the proposed annual work program consistent with the American Lake Integrated Aquatic Vegetation Management Plan (or its successors); (2) provide input and suggestions to the City regarding the implementation of the district’s annual work program; (3) work with the City in the preparation of any educational materials related to American Lake and the LMD; (4) each winter, review and provide input to the City on the preparation of an annual report to the City of Lakewood City Council regarding progress on the LMD work program and the health of the lake; and (5) support an annual public meeting to brief LMD members on the contents of the annual report and related LMD activities.

ALTERNATIVE(S): The Council could choose not to confirm the appointment or re-advertise for the position.

FISCAL IMPACT: There is no fiscal impact.

Briana Schumacher, City Clerk

Prepared by

Heidi Ann Wachter, City Attorney

Department Director



City Manager Review

DISCUSSION: (continued)

Members of the Advisory Committee shall be selected from individuals who own property or represent government bodies that own property within the LMD. Intent of the selection process shall be to proportionally represent the various property types identified in the district assessment roll. No private property owners shall serve longer than two consecutive terms.

The Advisory Committee shall be made up of five regular members; three representing private property owners; one representing the Washington Military Department at Camp Murray; and one representing the City of Lakewood. The Advisory Committee shall also include one non-voting member representing the federal properties of Joint Base Lewis McChord and American Lake Veterans Hospital.

Individuals appointed are expected to attend meetings regularly. The Council expects to be informed in the event any Committee, Board or Commission member has three unexcused absences. The Council, may in the event of three unexcused absences, dismiss the individual from service. Each private property owner member shall be appointed for a term of three (3) years.



Received

JUN 02 2021

Public Works
Engineering

CITY OF LAKEWOOD
6000 Main Street SW
Lakewood, WA 98499

APPLICATION FOR APPOINTMENT

I wish to be considered for appointment to the following committee, board or commission:



American Lake – Lake Management District No. 1 Advisory Committee

PLEASE RETURN THIS FORM TO: City of Lakewood City Clerk's Office
6000 Main Street SW
Lakewood, WA 98499
Email: bschumacher@cityoflakewood.us

Name: Peter K Marsh, MD

(Please Print)

Home Address: 92 Country Club Circle SW

City: Lakewood State: WA Zip: 98498

Phone Number: 253-584-4304 E-mail: pusrus@aol.com

Are you a private property owner in the American Lake – Lake Management District No. 1 Yes ☐ No ☐

Have you previously served or are you currently on one of the Lakewood's Boards, Committees or Commissions? If yes, please include names and the dates that you served:

American Lake Advisory Committee to the City of Lakewood

Please share some of the professional and/or community activities, experiences or qualifications that you have relating to the work of this committee:

homeowner on the lake

Please explain why you would like to be part of this committee:

I was asked to continue on the committee

I hereby certify that this application and any other materials and/or documents provided in this application process contains no willful misrepresentation and that the information given is true and complete to the best of my knowledge.

Signature: Peter K Marsh, MD

Date: 5/27/21

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: July 19, 2021	TITLE: Appointing Kyle Manglona and Kerri Pedrick to serve on the Lakewood's Promise Advisory Board through May 21, 2024	TYPE OF ACTION: — ORDINANCE — RESOLUTION <u>X</u> MOTION 2021-49 — OTHER
REVIEW:	ATTACHMENTS: Candidate applications	

SUBMITTED BY: Briana Schumacher, City Clerk on behalf of Mayor Don Anderson.

RECOMMENDATION: It is recommended that the City Council confirm the Mayor's appointment of Kyle Manglona and Kerri Pedrick to serve on the Lakewood's Promise Advisory Board through May 21, 2024.

DISCUSSION: Notices and outreach to seek volunteers to fill vacancies on the Lakewood's Promise Advisory Board were sent to neighborhood associations, civic groups, community organizations, The News Tribune and The Suburban Times. In addition, articles were distributed through the City's Weekly Informational Bulletins and notices were posted on the City's website. The Lakewood's Promise Advisory Board is to assist the City Council in the following areas:

A. The Lakewood's Promise Advisory Board shall advise the Mayor, the City Council and city staff regarding the availability and delivery of the five promises within the City.

B. The Lakewood's Promise Advisory Board shall look for ways to develop ongoing relationships among Lakewood citizens and businesses to better deliver Promise activities to youth. To do this, the Lakewood's Promise Advisory Board will recommend individuals to serve on task forces pertaining to each of the Five Promises.

C. The Lakewood's Promise Advisory Board shall advise the City Council in connection with Lakewood's Promise issues as may be referred to the Lakewood's Promise Advisory Board by the City Council which may include, but is not limited to, the following:

1. Facilitate cooperation and coordination with City staff, citizens' groups and other entities, agencies and organizations on Lakewood's Promise issues;
2. Recommend to the City Council strategies to enhance awareness of, and interest in, Lakewood's Promise which may be in cooperation with any appropriate private, civic or public agency of the City, county, state or of the federal government;
3. Recommend ways and means of obtaining private, local, county, state or federal funds for the promotion of Lakewood's Promise programs and projects within the City, and
4. Represent the community and the City of Lakewood as requested by the City Council to address Lakewood's Promise related issues.

ALTERNATIVE(S): The Council could choose not to confirm the appointments or re-advertise for the position(s).

FISCAL IMPACT: There is no fiscal impact.

Briana Schumacher, City Clerk

Prepared by



City Manager Review

Heidi Wachter, City Attorney

Department Director



CITY OF LAKEWOOD

6000 Main Street SW
Lakewood, WA 98499

APPLICATION FOR APPOINTMENT

*The information in this document is subject to public disclosure and can be made available to the public.
(Attach additional pages if necessary to complete answers.)*

I wish to be considered for appointment to the following committee, board or commission:

- | | |
|--|--|
| <input type="checkbox"/> Arts Commission | <input type="checkbox"/> Parks and Recreation Advisory Board |
| <input type="checkbox"/> Community Services Advisory Board | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Lakewood's Promise Advisory Board | <input type="checkbox"/> Public Safety Advisory Committee |
| <input type="checkbox"/> Landmarks and Heritage Advisory Board | <input type="checkbox"/> Salary Commission |
| <input type="checkbox"/> Lodging Tax Advisory Committee (Members of this committee must be representative of an agency involved in tourism promotion.) | |

EXPECTATIONS: Adhere to City of Lakewood's Code of Ethics and regular attendance at meetings is required.

PLEASE RETURN THIS FORM TO: City of Lakewood - City Clerk's Office
6000 Main Street SW
Lakewood, WA 98499
(253) 983-7705 Fax: (253) 589-3774
Email: bschumacher@cityoflakewood.us

Name: _____
(Please Print)

Home Address: _____

City: _____ State: _____ Zip: _____

Home Phone Number: _____ E-mail: _____

Present Employer: _____

Address: _____ Work Phone: _____

Cell: _____

LODGING TAX ADVISORY COMMITTEE APPLICANT QUESTIONS:

Are you representing a business that is required to collect lodging tax? Yes No

Are you involved in activities authorized to be funded by revenues received from lodging tax? Yes ~~No~~

Have you previously served or are you currently on one of the Lakewood's Boards, Committees or Commissions? Yes No If yes, please explain (include names of Boards, Committees or Commissions and the dates that you served:

Date available for appointment:_____

Are you available to attend evening meetings? Yes No

Are you available to attend daytime meetings? Yes No

Recommended by:_____

Education:

Professional and/or community activities:

Please share some of the experiences or qualifications that you have relating to the work of this board, committee or commission:

Please explain why you would like to be part of this board, committee or commission:

I hereby certify that this application and any other materials and/or documents provided in this application process contains no willful misrepresentation and that the information given is true and complete to the best of my knowledge.

Signature:

Kyle Manglona Date:_____

Kyle C. Manglona

(253) 973 – 6093

kcmanglona@gmail.com

SUMMARY

A dedicated public servant with proven experience implementing innovative talent acquisition practices. Passionate about servant leadership and equitable impact through quality deliverables in policy, practice, and culture. Expert skills in social media strategy, HR technology, and strategic marketing analysis. Advanced technical writer, public speaker, and adult educator. Current graduate student of Public Administration at The Evergreen State College.

EDUCATION

Master of Public Administration | Public Policy
The Evergreen State College

Olympia, WA | exp. 2022

Master of Arts | Ethics, History of Religion (*magna cum laude*)
The Pontifical Gregorian University

Rome, Italy | 2015

Bachelor of Arts | Philosophy, History, Religious Studies (*cum laude*)
Gonzaga University

Spokane, WA | 2012

RELEVANT EXPERIENCE

Washington State Department of Corrections
Senior Diversity & Talent Advisor | HRC4

Tumwater, WA | Mar 2020 – Present

- Served as subject matter expert for advanced and equitable use of enterprise applicant tracking system (NEOGOV)
- Developed and executed talent acquisition virtual training, assisting hiring managers, recruiters, and HR business partners
- Reviewed, analyzed, and updated agency-wide EDIR policies and procedures, eliminating bias in tone and language
- Established agency-wide EDIR anti-bias policy including: EDIR Commitment, EDIR Competencies, & Anti-Racism Statement
- Developed a comprehensive 3-year learning strategy to advance equity, diversity, inclusion, and respect
- Managed transition to online hiring fairs, consulted with shareholders, SMEs, and executive leadership
- Consulted and assisted HR business partners with hard-to-fill vacancies; oversaw sourcing, engagement, and outreach
- Meaningfully engaged local communities to diversify agency hiring pools, attracting top talent with local expertise
- Expert use of HR/data analysis tech, including MS Excel and Vengage

Talent Acquisition Specialist (Contract) | Alaska Airlines

Seattle, WA | Jul 2019 - Mar 2020

- Owned and oversaw full cycle talent acquisition process for both high-volume and specialized requisitions
- Advanced user of recruitment analytics software, ATS (PeopleSoft) and CRM (SmartRecruiters)
- Provided weekly metric-based analytics for hiring teams using Microsoft Office, Tableau, GIS, and Vengage
- Participated and facilitated in DEI Communities of Practice (COPs) and Business Resource Groups (BRGs)
- Oversaw, executed, and managed effort to transition toward paperless large-scale hiring events utilizing SmartSheets
- Participated in outreach and good faith effort recruiting events within the local community to promote brand and diversify hires; facilitated recruiter-in-training events for new human resources staff and frontline employees

Administrator | Archdiocese of Seattle

Seattle, WA | 2016 - 2019

- Oversaw all operations and management of an institution with ~\$1M budget, 6 full-time staff, and 50+ volunteers
- Managed hiring process for frontline office staff and administrative professionals
- Directed and supervised re-branding campaign including logos, website, and marketing material
- Held multiple leadership roles on executive level boards for educational governance
- Created original, relevant, and effective written and verbal presentations for 500+ people weekly

Recruiting Ambassador & Program Supervisor | University of Mary, Rome Campus

Rome, Italy | 2012-2016

- Oversaw full cycle recruiting efforts, hosting outreach and engagement events on the West Coast
- Supervised and evaluated student cohorts in managing their educational goals while studying abroad
- Coordinated and facilitated multicultural student groups along with campus wide EDIR programming



CITY OF LAKEWOOD

6000 Main Street SW
Lakewood, WA 98499

APPLICATION FOR APPOINTMENT

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(Attach additional pages if necessary to complete answers.)*

I wish to be considered for appointment to the following committee, board or commission:

- | | |
|--|--|
| <input type="checkbox"/> Arts Commission | <input type="checkbox"/> Parks and Recreation Advisory Board |
| <input type="checkbox"/> Community Services Advisory Board | <input type="checkbox"/> Planning Commission |
| <input checked="" type="checkbox"/> Lakewood's Promise Advisory Board | <input type="checkbox"/> Public Safety Advisory Committee |
| <input type="checkbox"/> Landmarks and Heritage Advisory Board | <input type="checkbox"/> Salary Commission |
| <input type="checkbox"/> Lodging Tax Advisory Committee (Members of this committee must be representative of an agency involved in tourism promotion.) | |

EXPECTATIONS: Adhere to City of Lakewood's Code of Ethics and regular attendance at meetings is required.

PLEASE RETURN THIS FORM TO: City of Lakewood - City Clerk's Office
6000 Main Street SW
Lakewood, WA 98499
(253) 983-7705 Fax: (253) 589-3774
Email: bschumacher@cityoflakewood.us

Name: Kerri Pedrick
(Please Print)

Home Address: 4535 East B Street

City: Tacoma State: WA Zip: 98404

Home Phone Number: 509-429-3815 (cell) E-mail: kerri.pedrick@gmail.com

Present Employer: Communities In Schools of Lakewood

Address: 10828 Gravelly Lake Dr SW, Suite 104; Lakewood, WA 98499 Work Phone: 253-267-5382

Cell: 509-429-3815

LODGING TAX ADVISORY COMMITTEE APPLICANT QUESTIONS:

Are you representing a business that is required to collect lodging tax? Yes ☐ No ☐

Are you involved in activities authorized to be funded by revenues received from lodging tax? Yes ☐ No ☐

Have you previously served or are you currently on one of the Lakewood's Boards, Committees or Commissions? Yes No If yes, please explain (include names of Boards, Committees or Commissions and the dates that you served:

Date available for appointment: Currently Available (May 2021)

Are you available to attend evening meetings? Yes ☒ No ☐

Are you available to attend daytime meetings? Yes ☒ No ☐

Recommended by: Brian Humphreys

Education:

2010 - Master of Science in Social Work (Social Enterprise Administration) from Columbia University
2008 - Bachelor of Social Work from Pacific Lutheran University

Professional and/or community activities:

Executive Director of Communities In Schools of Lakewood
Pierce County Human Services Coalition participant
Lakewood Human Services Collaboration participant

Please share some of the experiences or qualifications that you have relating to the work of this board, committee or commission:

I have 16 years of youth development experience including direct service, program coordination, training direct service staff, facilitating teams, and leading organizations. I have served as Executive Director at Communities In Schools of Lakewood since 2019. I am also a proud parent of two children which provides a lot of relevant experiences!


Please explain why you would like to be part of this board, committee or commission:

I am passionate, personally and professionally, about supporting youth in our community to reach their full-potential and believe deeply in our community's responsibility to help them do so. I believe in the importance of this work and that it is possible to fulfill Lakewood's Promise to our young people!

I hereby certify that this application and any other materials and/or documents provided in this application process contains no willful misrepresentation and that the information given is true and complete to the best of my knowledge.

Signature:

Kerri Pedrick

 Digitally signed by Kerri Pedrick
Date: 2021.05.19 09:20:01 -07'00'

Date: May 19, 2021

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:

July 19, 2021

TITLE: Reappointing Alan Hart and Tod Wolf to serve on the Public Safety Advisory Committee through August 6, 2024.

TYPE OF ACTION:

— ORDINANCE

— RESOLUTION

REVIEW:

ATTACHMENTS:
Candidate applications

X MOTION NO. 2021-50

— OTHER

SUBMITTED BY: Briana Schumacher, City Clerk on behalf of Mayor Don Anderson

RECOMMENDATION: It is recommended that the City Council confirm the Mayor's reappointment of Alan Hart and Tod Wolf to serve on the Public Safety Advisory Committee through August 6, 2024.

DISCUSSION: Notices and outreach to seek volunteers to fill vacancies on the Public Safety Advisory Committee were sent to neighborhood associations, civic groups, community organizations, The News Tribune and The Suburban Times. In addition, articles were distributed through the City's Weekly Informational Bulletins and posted on the City's website.

The role of the Public Safety Advisory Committee is to provide citizen input and advice to the City Council in developing and monitoring public safety policies. The Committee will report to the Council and will also assist the Council in assessing that department resources allow for compliance with City and department policies.

The Public Safety Advisory Committee shall annually provide to the City Council a report on progress made in carrying out the Committee's responsibilities. Additional reports may be deemed appropriate by the Public Safety Advisory Committee and/or the City Council.

ALTERNATIVE(S): The Council could choose not to confirm the appointment or re-advertise for these positions.

FISCAL IMPACT: There is no fiscal impact.

Briana Schumacher, City Clerk

Prepared by



City Manager Review

Heidi Ann Wachter, City Attorney

Department Director



CITY OF LAKEWOOD
6000 Main Street SW
Lakewood, WA 98499

APPLICATION FOR APPOINTMENT

*The information in this document is subject to public disclosure and can be made available to the public.
(Attach additional pages if necessary to complete answers.)*

I wish to be considered for appointment to the following committee, board or commission:

- | | |
|--|--|
| <input type="checkbox"/> Arts Commission | <input type="checkbox"/> Parks and Recreation Advisory Board |
| <input type="checkbox"/> Community Services Advisory Board | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Lakewood's Promise Advisory Board | <input checked="" type="checkbox"/> Public Safety Advisory Committee |
| <input type="checkbox"/> Landmarks and Heritage Advisory Board | <input type="checkbox"/> Salary Commission |
| <input type="checkbox"/> Lodging Tax Advisory Committee (Members of
this committee must be representative of an agency
involved in tourism promotion.) | |

EXPECTATIONS: Adhere to City of Lakewood's Code of Ethics and regular attendance at meetings is required.

PLEASE RETURN THIS FORM TO: City of Lakewood - City Clerk's Office
6000 Main Street SW
Lakewood, WA 98499
(253) 983-7705 Fax: (253) 589-3774
Email: bschumacher@cityoflakewood.us

Name: Alan J Hart

(Please Print)

Home Address: 12502 Rebecca Dr SW

City: Lakewood State: WA Zip: 98499

Home Phone Number: 253-584-1530 E-mail: siwash21@comcast.net

Present Employer: Retired

Address: _____ Work Phone: _____

Cell: _____

LODGING TAX ADVISORY COMMITTEE APPLICANT QUESTIONS:

Are you representing a business that is required to collect lodging tax? Yes ☐ No ☐

Are you involved in activities authorized to be funded by revenues received from lodging tax? Yes ☐ No ☐

Have you previously served or are you currently on one of the Lakewood's Boards, Committees or Commissions? **Yes** No If yes, please explain (include names of Boards, Committees or Commissions and the dates that you served:

Yes, PSAC since its inception (@2005 until present)

Date available for appointment: 6/24/21

Are you available to attend evening meetings? Yes ☒ No ☐

Are you available to attend daytime meetings? Yes ☒ No ☐

Recommended by: Chief Mike Zaro

Education:

BS Chemistry, PhD Chemistry, Welsh Postdoctoral Fellow (Chemistry) NIOSH
Postdoctoral Fellow (Industrial Engineering)

Professional and/or community activities:

Friends of the Lakewood Library Board
Lakeview Light and Power Board
American Chemical Society, Royal Society of Chemistry

Please share some of the experiences or qualifications that you have relating to the work of this board, committee or commission:

Association with forensic sciences, campaigned for establishment of LPD, volunteered for LPD

Please explain why you would like to be part of this board, committee or commission:

I am interested and have a long commitment to improving the safety and prosperity of Lakewood

I hereby certify that this application and any other materials and/or documents provided in this application process contains no willful misrepresentation and that the information given is true and complete to the best of my knowledge.

Signature:

Alan A. Hart

Date: June 24, 2021



CITY OF LAKEWOOD
6000 Main Street SW
Lakewood, WA 98499

APPLICATION FOR APPOINTMENT

*The information in this document is subject to public disclosure and can be made available to the public.
(Attach additional pages if necessary to complete answers.)*

I wish to be considered for appointment to the following committee, board or commission:

- | | |
|--|--|
| <input type="checkbox"/> Arts Commission | <input type="checkbox"/> Parks and Recreation Advisory Board |
| <input type="checkbox"/> Community Services Advisory Board | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Lakewood's Promise Advisory Board | <input checked="" type="checkbox"/> Public Safety Advisory Committee |
| <input type="checkbox"/> Landmarks and Heritage Advisory Board | <input type="checkbox"/> Salary Commission |
| <input type="checkbox"/> Lodging Tax Advisory Committee (Members of
this committee must be representative of an agency
involved in tourism promotion.) | |

EXPECTATIONS: Adhere to City of Lakewood's Code of Ethics and regular attendance at meetings is required.

PLEASE RETURN THIS FORM TO: City of Lakewood - City Clerk's Office
6000 Main Street SW
Lakewood, WA 98499
(253) 983-7705 Fax: (253) 589-3774
Email: bschumacher@cityoflakewood.us

Name: Tod M. Wolf

(Please Print)

Home Address: 8401 112th Street SW

City: Lakewood State: WA Zip: 98498

Home Phone Number: 253-830-4774 E-mail: wolf@robis.com

Present Employer: _____

Address: Robi's Quik Color Lab, Inc. Work Phone: 253-584-0210

Cell: 253-830-4774

LODGING TAX ADVISORY COMMITTEE APPLICANT QUESTIONS:

Are you representing a business that is required to collect lodging tax? Yes ☐ No ☒

Are you involved in activities authorized to be funded by revenues received from lodging tax? Yes ☒ No ☐

Have you previously served or are you currently on one of the Lakewood's Boards, Committees or Commissions? Yes ☒ No ☐ If yes, please explain (include names of Boards, Committees or Commissions and the dates that you served):

Lakewood Chamber of Commerce, Current Board member & Vice Chair, and past Chair

Lakewood Arts Commission - Past board member

Date available for appointment: ASAP

Are you available to attend evening meetings? Yes ☒ No ☐

Are you available to attend daytime meetings? Yes ☒ No ☐

Recommended by: returning

Education:

EWU Theatre/Theatre Business and Communications

Professional and/or community activities:

Event planning and volunteering for Arts commission - Summer fest, Film fest, etc.
Event planning, budgeting - Lakewood Chamber of Commerce

Please share some of the experiences or qualifications that you have relating to the work of this board, committee or commission:

In local biz, we are always exposed to, and interested in safety related to crime (against us and others). safety for roaming and homeless population, and child safety.

Please explain why you would like to be part of this board, committee or commission:

With an ear to my community, I feel I can better inform folks that come to me for local updates, as I am quite public and approached often. My interest is increased by regular exposure to law enforcement due to crime activity in our area.

I hereby certify that this application and any other materials and/or documents provided in this application process contains no willful misrepresentation and that the information given is true and complete to the best of my knowledge.

Signature:



Date: 06-10-2021



**American Lake – Lake Management District No. 1
Meeting Minutes**
Thursday, February 25, 2021 Time: 6:00PM – 7:30 PM
Lakewood City Hall, American Lake Conference Room
6000 Main Street SW, Lakewood, WA 98499

CALL TO ORDER

Mr. Paul Bucich called the meeting to order at 6:00 p.m.

ATTENDANCE

American Lake – Lake Management District No. 1 Members Present: Mary Dodsworth, Thomas Blume, David Clouse, and Peter Marsh; Richard Martinez.

American Lake – Lake Management District No. 1 Members Not Excused: Mark Pfeiffer

Staff: Paul Bucich, Weston Ott

APPROVAL OF MINUTES

Mr. Bucich reviewed the draft minutes from the November 12, 2020, meeting. A motion was entered to approve the minutes from the November 12, 2020, meeting. The motion was seconded and all members present voted in favor of approving the minutes.

PUBLIC COMMENT

There was no public comment.

UNFINISHED BUSINESS

None

NEW BUSINESS

Mr. Bucich introduce Weston Ott as the new Engineering Services Manager. Mr. Ott agreed to lateral over from the Capital Projects Manager position into Mr. Vigoren's old position. Mr. Ott has been with the City for 14 years and is a highly capable individual.

Mr. Bucich led the discussion on the election of a Chair and Vice-Chair for 2021. After a round of discussion, both the current Chair and Vice-Chair were nominated to continue in their roles. As Mr. Pfeifer was not in attendance at the meeting, Mr. Bucich confirmed with him later that he was willing and able to continue in his role. He agreed and as such, will continue as the Chair through 2021.

The final report for 2020 from the consultant had previously been sent out to all members and a brief discussion entailed. Without a current survey, it was decided to hold off on any discussion on physical activities on the lake until that was completed. The committee did discuss the public outreach efforts and it was agreed to issue a postcard to the LMD members detailing the efforts from last year and the efforts anticipated for 2021. Additionally, based on the status of COVID-19 restrictions, it was discussed to hold a Zoom meeting in August instead of a BBQ. This is subject

to changes in the Pandemic response.

Members requested of staff that they come back at the next meeting with a financial assessment of the LMD. Staff agreed.

A discussion was held on the value of issuing Liens on delinquent property owners when the cost of issuing the lien greatly exceeds the value of the lien. Staff will discuss the options available with the City Attorney and report back at the next meeting.

NEXT MEETING

Tentatively scheduled for **Wednesday, May 26, 2021 @ 6:00 pm – via Zoom**

ADJOURNMENT

Mr. Bucich adjourned the meeting at 7:00 p.m.

Chair:
American Lake – Lake Management
District No. 1 Advisory Committee
June 3, 2021

Staff Person/Minutes: Paul Bucich
American Lake – Lake Management
District No. 1 Advisory Committee
June 3, 2021



**PLANNING COMMISSION
REGULAR MEETING MINUTES**

June 16, 2021

Zoom Meeting

6000 Main Street SW, Lakewood, WA 98499

Call to Order

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

Roll Call

Planning Commission Members Present: Don Daniels, Chair; Paul Wagemann, Ryan Pearson, James Guerrero

Planning Commission Members Excused: Phillip Combs; Linn Larsen; Connie Coleman-Lacadie
Commission Members Absent: None

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

Council Liaison: Paul Bocchi (present)

Approval of Minutes

The minutes of the meeting held on June 2, 2021 were approved as written by voice vote M/S/C Wagemann/Guerrero. The motion carried, 4- 0.

Agenda Updates: None

Public Comments

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

Public Hearings

2021 Annual Development Regulation Amendments

Mr. Don Daniels, Chair, opened the floor for public comment. Ms. Speir confirmed no public in attendance were interested in making comments on the proposed amendments. No written comments had been received. Chair Daniels kept the public hearing open until July 7 to accept written comments.

Ms. Speir reviewed the answers to the questions Commissioners posed during the June 2 study session. The Planning Commission would consider taking action on the proposed amendments on July 7.

Then tentative City Council schedule was presented as follows:

7/26/2021: Council Study Session

8/02/2021: Council Public Hearing on Annual Development Regulation Amendments

8/16/2021: City Council Action on Annual Development Regulation Amendments

Unfinished Business: None

New Business: None

VISION 2050 Implementation and Regional Housing Efforts Status

Ms. Speir explained the region is expected to reach a total population of 5.8 million by the year 2050. Housing access and affordability are key policy areas in VISION 2050, the region's long-range plan for growth. Ms. Speir described VISION 2050 calls for the region to better assess and address housing needs through coordinated regional strategy and a regional housing needs

assessment. The development of the Regional Housing Strategy is a key implementation action in VISION 2050.

Ms. Speir gave details that the Regional Housing Needs Assessment (RHNA) seeks to answer the central question of "What are the gaps between current and projected housing needs and housing supply?" The needs assessment analyzes conditions, trends, and gaps in the region's housing stock, and demonstrates how local and sub-regional housing need and supply fit into the regional picture. To view the PSRC's Regional Housing Needs Assessment visit psrc.org/sites/default/files/rhna.pdf

Ms. Speir noted the region needs a total of 810,000 new housing units to accommodate the region's population growth by the year 2050. Pierce County will be responsible for 161,000 units. 34% of those new units need to be affordable to moderate and lower incomes. Ms. Speir described the City of Lakewood median income to be \$51,972 and the poverty rate at 16.6%.

Report from Council Liaison

Councilmember Mr. Paul Bocchi updated commissioners on the following topics:

- Councilmember Bocchi informed commissioners the City Council will begin to meet in person starting with the July 5th meeting. Citizens will still be able to watch and participate via ZOOM with the hybrid style of meetings.
- Councilmember Bocchi stated he appreciated Ms. Speir speaking about the housing needs of Lakewood citizens and the ARPA funding becoming available. Council is looking forward to reviewing the public comments on where to spend the funds. Council is in agreement on giving 1% of funds directly to local social service agencies.

Reports from Commission Members and Staff

Future Planning Commission Agenda Topics

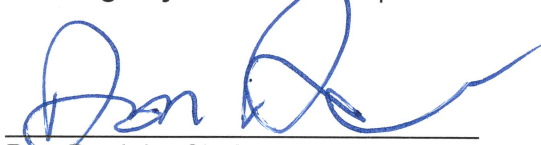
July 7: Special ZOOM meeting with Community Services Advisory Board and others regarding allocating Lakewood's American Rescue Plan Act (ARPA) funds. The city is currently polling citizens on their ideas where to spend ARPA funds and these responses will be forwarded to Council. (Commissioners were encouraged to visit the ARPA website and take the 3 question survey prior to this meeting at cityoflakewood.us/ARPA to help prioritize investments.)

July/Aug: No meetings until September 1, 2021

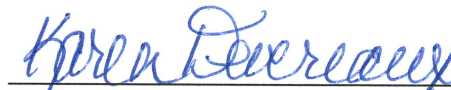
Ms. Speir informed commissioners City Council may request a future discussion on the Comprehensive Plan Energy & Climate Change Chapter and ask Planning Commissioners to create a 5-year Action Plan on implementation of how to invest or a list of resources needed.

Next Regular Meeting: The next regular meeting would be held on July 7, 2021.

Meeting Adjourned at 7:15 p.m.



Don Daniels, Chair
Planning Commission 07/07/2021



Karen Devereaux, Recording Secretary
Planning Commission 07/07/2021

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: July 19, 2021	TITLE: Proposed Multi-Family Tax Exemption (MFTE) for 112 th St Townhomes; LU-21-00045	TYPE OF ACTION: — ORDINANCE
REVIEW: July 12, 2021	ATTACHMENTS: 1.Draft Resolution 2.Draft Conditional Certificate for Tax Exemption 3.Draft Agreement for Development within a Residential Target Area	<u>X</u> RESOLUTION NO. 2021-09 — MOTION NO. — OTHER

SUBMITTED BY: Courtney Brunell, Planning Manager.

RECOMMENDATION: It is recommended that the City Council adopt the attached Resolution authorizing the City Manager to enter into a contract for the proposed housing tax exemption between Alex Harman, One-12 Fund, LLC and the City of Lakewood.


DISCUSSION: An application for an eight-year tax exemption was filed with the City of Lakewood on March 11, 2021. We have reviewed the application determined that it meets the findings pursuant to Lakewood Municipal Code (LMC) 3.64.020.

The applicant proposes to redevelop approximately .58 acres located at 4808 to 4812 112th Street SW in the City of Lakewood, Washington; Pierce County Assessor's Parcel (APN) # 5080000396. The property is located north of the Saint Clare Hospital campus, and adjacent to the intersection of 111th and 112th Streets SW. The proposed development use type, *Multi-Family, four or more residential units*, is a primary permitted use in the applicable Multi-Family 3 (MF3) zoning district. The property is located in the Lakewood Station overlay district.

The project site is vacant. The new development will consist of 14, two-bedroom upmarket dwelling units. Each unit will be over 1,100 square feet, with full vertical separations, garage parking, and private decks. Each unit will have a private one or two-car garage. The total of all building square footage is approximately 19,500 square feet. The total project cost is estimated to be \$2,800,000.00. The project is not proposing to fulfill any specific affordable housing mandates. *(Please see next page.)*

ALTERNATIVE(S):

1. The City Council may request that the project proponent modify the proposed design.
2. The City Council may deny the request for the tax exemption.

Courtney Brunell Prepared by	 City Manager
David Bugher Department Director	

DISCUSSION CONTINUED:

On July 12, 2021 the City Council received a presentation on the proposed MFTE. During the discussion, Council inquired about the benefits for both the City and the project proponent. Below is a list of benefits to each party:

Project proponent:

- Receives a tax exemption for the improved value of the property, which helps offset development costs. The total estimated exemption, adjusted for inflation, is \$253,780.92 over the eight-year duration (this includes all taxing districts per 2020 tax rates, as published by the Pierce County Assessor). Actual totals will be dependent on local property value and annual tax rates. Of the total \$253,780.92 exemption, Lakewood's estimated share is \$18,363.74.

City of Lakewood:

- Project proponent, even though he was vested prior to the adoption of the Lakewood Station District Subarea Plan, modified his project.
- Project Development is valued at \$2,800,000, making each unit valued at approximately \$200,000.
- The proposed construction type, townhomes, has been identified in the Station District Subarea Plan as one of the desired construction types in an effort to increase density and offer housing options to the "missing-middle."
- Takes pressure off single family zoning districts to increase density.
- Since incorporation, the Lakewood Station District has not experienced much redevelopment activity in comparison to other parts of the city. This proposal will redevelop a vacant parcel and may serve as a catalyst for additional redevelopment, thereby increasing property values, improving Lakewood's tax base, and providing additional housing opportunities.

FISCAL IMPACT:

During the Council meeting on July 12, 2021 the City Council requested additional information as to the tax revenue share that the City would receive. Below are two tables to identify the fiscal impact both locally and regionally. Both tables assume that the property is developed three years after approval of the conditional certificate, or that the land remains vacant.

Table One- City of Lakewood Revenue Generated

City of Lakewood Revenue ~ Proposed 112th St Townhomes MFTE					
	Year	Vacant Land	Completed Project*	Tax Exempted	Other revenue**
Application and Project Development	1	\$ 267.42	\$ 267.42	\$ -	
	2	\$ 280.79	\$ 54,403.95	\$ -	
	3	\$ 294.83	\$ 294.83	\$ -	
Tax Exemption duration (8 years)	4	\$ 309.57	\$ 309.57	\$ 2,102.05	\$ 175,261.32
	5	\$ 325.05	\$ 325.05	\$ 2,154.60	\$ 175,261.32
	6	\$ 341.30	\$ 341.30	\$ 2,208.46	\$ 175,261.32
	7	\$ 358.36	\$ 358.36	\$ 2,263.68	\$ 175,261.32
	8	\$ 376.28	\$ 376.28	\$ 2,320.27	\$ 175,261.32
	9	\$ 395.10	\$ 395.10	\$ 2,378.27	\$ 175,261.32
	10	\$ 414.85	\$ 414.85	\$ 2,437.73	\$ 175,261.32
	11	\$ 435.59	\$ 435.59	\$ 2,498.67	\$ 175,261.32
Post-Exemption	12	\$ 457.37	\$ 3,018.51	\$ -	\$ 175,261.32
	13	\$ 480.24	\$ 3,105.41	\$ -	\$ 175,261.32
*Based on combined permit fees and property values					
** Includes estimated value of local utility costs per household: gas & electricity, solid waste, internet, cellphone and estimated sales tax per person.					

FISCAL IMPACT CONTINUED:

Table Two- Regional Revenue including: building, water, sewer and fire department permit fees, property taxes, surface water management fees, weed control fees, Pierce County Conservation District fees, gas & electricity, solid waste, internet/landline costs, cell phone and individual sales tax. Beginning in 2024 fees are assumed to be based on full 14-unit occupancy

Regional Revenue~ Proposed 112th St Townhomes MFTE				
	Year		Revenue w/Tax Exemption	Revenue w/o Tax Exemption
Application and Project Development	1	2021	\$ 3,710.69	\$ 3,710.69
	2	2022	\$ 313,385.95	\$ 3,819.85
	3	2023	\$ 4,074.42	\$ 4,074.42
Tax Exemption duration (8 years)	4	2024	\$ 179,539.46	\$ 4,278.14
	5	2025	\$ 175,261.32	\$ 4,492.05
	6	2026	\$ 179,977.97	\$ 4,716.65
	7	2027	\$ 180,213.80	\$ 4,952.48
	8	2028	\$ 180,461.43	\$ 5,200.11
	9	2029	\$ 180,721.43	\$ 5,460.11
	10	2030	\$ 180,994.44	\$ 5,733.12
	11	2031	\$ 181,281.09	\$ 6,019.77
Post-Exemption	12	2032	\$ 219,994.75	\$ 6,320.76
	13	2033	\$ 221,282.54	\$ 6,636.80

RESOLUTION NO. 2021-09

A RESOLUTION of the City Council of the City of Lakewood, Washington, authorizing the issuance of Conditional Certificate of Acceptance of Tax Exemption within a Residential Target Area to One-12 Fund, LLC.

WHEREAS, pursuant to chapter 84.14 RCW and chapter 3.64 of the Lakewood Municipal Code; municipalities may identify Residential Target Areas. Such areas are designed to spur economic development and developments within those areas may be allowed certain tax benefits; and

WHEREAS, the City of Lakewood has received an application from One-12 Fund, LLC proposing a project within a Residential Target Area.

WHEREAS, the project meets the requirements, relative to location, size, housing and compliance with other guidelines meriting conditional approval for tax purposes;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON HEREBY RESOLVES, AS FOLLOWS:

Section 1. The City Council approves the application from One-12 Fund, LLC for a Conditional Certificate of Acceptance of Tax Exemption (“Conditional Certificate”).

Section 2. The City Manager or designee is authorized to issue a Conditional Certificate of Acceptance of Tax Exemption and to execute any appropriate documents relative to the issuance of the Conditional Certificate, including the agreement in the form attached hereto as Exhibit A to this Resolution and incorporated by reference. This Conditional Certificate shall expire three years from the effective date of this resolution. The City Manager or designee is authorized to extend or revoke the Conditional Certificate as permitted in chapter 3.64 of the Lakewood Municipal Code.

Section 3. Any actions taken by the City Manager or designees to-date in connection with the Conditional Certificate of Acceptance of Tax Exemption be and hereby are ratified.

Section 4. That this Resolution shall be in full force and effect upon passage and signatures hereon.

PASSED by the City Council this 19th day of July 2021.

CITY OF LAKEWOOD

Don Anderson, Mayor

Attest:

Briana Schumacher, City Clerk

Approved as to Form:

Heidi A. Wachter City Attorney



Application – Conditional Certificate of Tax Exemption for Multiple Family Units Located within a Residential Target Area

6000 Main Street SW. Lakewood, WA 98499
Telephone: (253) 512-2261

Application Fee: \$800.00

Number Required:	Description of Required Documents:	Required:
1	Conditional Certificate of Tax Exemption Application.	A
2 sets	Preliminary floor and site plans of the proposed project.	A
1	8 1/2" x 11" reduced copy of the preliminary floor and site plans.	
1	A statement acknowledging the potential tax liability when the project ceases to be eligible for the tax exemption	A
1	Verification by oath or affirmation of the information submitted.	A
1	For rehabilitation projects, the applicant shall also submit an affidavit that existing dwelling units have been unoccupied for a period of twelve (12) months prior to filing the application and shall secure from the City verification of property noncompliance with the City's minimum housing code.	A
1	If applicable, a statement that the project meets the affordable housing requirements as described in RCW 84.14.020.	A
Preliminary floor and site plans may be submitted in electronic PDF format.		

A = Always required.

M = May be required.



Application – Conditional Certificate of Tax Exemption for Multiple Family Units Located within a Residential Target Area

Program Requirements

Project must meet the following criteria for special valuation on multifamily property:

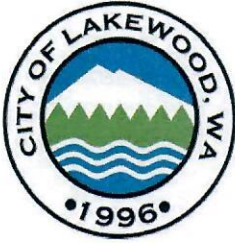
1. The project must be located within a Residential Target Area.
2. The project must not displace existing residential tenants of structures that are proposed for redevelopment. Existing dwelling units proposed for rehabilitation must have been unoccupied for a minimum of 12 months prior to submission of an application and must have one or more violations of the City's minimum housing code. Applications for new construction cannot be submitted for vacant property upon which an occupied residential rental structure previously stood, unless a minimum of 12 months has elapsed from the time of most recent occupancy.
3. The project must include at least four units of multi-family housing within a residential structure or as part of a mixed-use development. A minimum of four new units must be constructed or at least four additional multi-family units must be added to existing occupied multi-family housing. Existing multi-family housing that has been vacant for twelve (12) months or more does not have to provide additional units so long as the project provides at least four units of new, converted, or rehabilitated multi-family housing.
4. At least fifty (50) percent of the space designated for multi-family housing must be provided for permanent residential occupancy.
5. Proposed Completion Date. New construction multi-family housing and rehabilitation improvements must be scheduled to be completed within three years from the date of approval of the application.
6. The project must be designed to comply with the City's comprehensive plan, building, housing, and zoning codes, and any other applicable regulations in effect at the time the application is approved. Rehabilitation and conversion improvements must comply with the City's minimum housing code. New construction must comply with the International Building Code. The project must also comply with any other standards and guidelines adopted by the City Council for the Residential Target Area in which the project will be developed.

Once this application is approved, then:

1. The applicant and the City will execute a contract to be approved by the City Council under which the applicant agrees to implementation of the development on terms and conditions satisfactory to the City Council.

2. Once this contract is executed, the City will issue a Conditional Certificate of Acceptance of Tax Exemption based on the information provided by the applicant. The Conditional Certificate will be effective for not more than three years, but may be extended for an additional 24 months under certain circumstances.
3. Once the project is completed and all contract terms have been fulfilled, at the applicant's request, the applicant will receive an application for Final Certificate of Tax Exemption, which the applicant must complete and return to the City of Lakewood Community & Economic Development Department.
4. Upon approval of the application for Final Certificate of Tax Exemption, the City will within 40 days of application, file the Final Certificate of Tax Exemption with the Pierce County Assessor's Office.

Please Note: The Pierce County Assessor may require the applicant to submit pertinent data regarding the use of classified land.



Application – Conditional Certificate of Tax Exemption for Multiple Family Units Located within a Residential Target Area

APPLICATION INFORMATION

Date: 3/4/21 Name of Applicant: Alex Harman
 Business Name of Applicant: One-12 Fund LLC
 Mailing Address: 2100 N 30th St, Tacoma, WA 98403
 Telephone: 253-301-3580 Cell Phone: _____
 Email: alex@harmanconstructionllc.com

PROJECT INFORMATION

Property Description

Name of Project: 112th St Townhomes
 Street Address of Project: 4808 112th St SW, Lakewood, WA 98499
 County Assessor Parcel Number(s): 5080000396

Term of Exemption Applying for:

☒ 8 years ☐ 12 years

Interest in Property:

Other (description):

Type of Construction

New Construction:

☒ Yes ☐ No

If rehabilitation/demolition, applicant must secure from the City verification of property

noncompliance with applicable building codes.

Intended Project Construction Timeline(s): June 2021-July 2022

Number & Type of Units

Number of Units – New 15

Number of Units – Rehabilitated _____

Are the total numbers of units more than the number of units for which you are requesting a Tax Exemption?

☐ Yes ☐ No

Number of Units Proposed: Studio _____ One Bedroom _____ Two Bedroom 15

Other _____

Number and percentage of affordable units (if any): _____

Description of Building Use

Required Preliminary Plans are Attached:

Site Plan ☒ Yes ☐ No

Floor plans ☒ Yes ☐ No

Describe building use and square feet intended for use:

Residential rental. ~ 19,500 SF

Identify square feet of commercial space (if any): N/A

Cost of Construction Project cost of new construction/rehabilitation: \$2.8mm

Source of Cost Estimate: contractor

Expected Date to Start Project: June/July 2021

Expected Date to Complete Project: June/July 2022

Provide a brief statement describing the project and setting forth the grounds for qualifications for tax exemptions in the space below (attach additional information if necessary):

The 112th St Town homes will provide fifteen upmarket dwelling units for the growing Lakewood community at a competitive market rate with additional amenities that lend to the establishment of more permanent residential housing. This project will provide a living space that is far more spacious and home like than the traditional apartment stock found locally. The future tenant will have walkable access to many of the City's retail services along with close proximity to major transportation routes including a short convenient walk to the Sounder Station. Additionally, the product type also provides structured parking, spacious areas for additional storage, generous living spaces at over 1270sf, and full vertical separation which provides a feeling of privacy and independent living. We have delivered this product type in multiple locations across the South Sound, including here in Lakewood, and have found that our tenants become residents and that a deeper pride of ownership and permanence follows. The building type and style lends to more permanent residential housing and all fifteen units will be built with such an expectation in mind. We feel that in this time of housing insecurity, severely depleted housing supply and limited available space to construct enough single family residences that this Town home community is the perfect solution for the missing middle. As such, the delivery of fifteen newly constructed units on around June/July of 2022 would be a major benefit for the City of Lakewood, current housing stock, and the rental community.

(Please attach additional information if necessary.)

AFFIRMATIONS

- I understand that the value of new housing construction, conversion, and rehabilitation improvements qualifying under this chapter is exempt from ad valorem property taxation for eight (8) successive years for market rate housing, and twelve (12) successive years for qualified affordable housing multi-family projects beginning January 1st of the year immediately following the calendar year of issuance of the Final Certificate of Tax Exemption eligibility. AH (initial)
- I understand that by December 15th of each year and/or within 30 days after the first anniversary of the date of filing the Final Certificate of tax Exemption and each year thereafter, I will be required to file a report with the City of Shoreline that provides detailed information concerning rental rates, occupancy, and tenant incomes during the year. AH (initial)

- I understand at the conclusion of the exemption period, the new or rehabilitated housing cost shall be considered as new construction for the purposes of chapter 84.55 RCW. AI (initial)
- I am aware of the potential tax liability involved when the property ceases to be eligible for the tax exemption incentive. AI (initial)
- I affirm that the submitted information is true and correct, subject to penalty of perjury under the law of the State of Washington.

Signed the 8th day of MARCH, 2021.

Applicant Signature:



LU-21-00045

RECEIVED
MAR 10, 2021
CITY OF LAKEWOOD
COMMUNITY DEVELOPMENT DEPARTMENT

KEY NOTES

1. EXISTING 8" WATER PIPE

2. UTILIZE EXISTING DRAINAGE DISCHARGE, 11.5' TO EXISTING 18" PIPE INVERT

3. UTILIZE EXISTING OVERHEAD POWER SERVICE

4. UTILIZE OR OBTAIN CREDIT FOR EXISTING 1.5" WATER SERVICE

5. EXISTING 10" WATER PIPE

6. USE EXISTING SEWER STUB AT 5' DEPTH'

7. EXISTING 4" DIAMETER MANHOLE #3770

8. EXISTING WATER LINE (TYP)

9. EXISTING OVERHEAD TELECOMMUNICATIONS LINES (TYP)

10. EXISTING TELEPHONE BOX (TYP)

11. EXISTING GAS PIPE

12. EXISTING SANITARY SEWER PIPE (TYP)

13. EXISTING STORMDRAIN PIPE (TYP)

14. EXISTING CATCH BASIN (TYP)

15. EXISTING SIDEWALK

16. EXISTING PROPERTY LINE (TYP)

17. EXISTING CHAINLINK FENCE (TYP)
18. EXISTING BUILDING (TYP)

19. EXISTING GRAVEL PATCH (TYP)

20. EXISTING PAVEMENT TO BE REMOVED (TYP)

21. PROPOSED PAVED PARKING LOT 5,372 SF

22. PROPOSED GARAGES, ROOF AREA 2,304 SF

23. PROPOSED TOWNHOMES WITH ATTACHED GARAGES, ROOF AREA 6,171 SF

24. EXISTING WATER LINE TO BE REMOVED OR RELOCATED, MORE INFORMATION NEEDED

25. EXISTING EDGE OF PAVEMENT

26. BUILDING SETBACK (TYP)

27. PROPOSED CONCRETE SIDEWALK (TYP)

28. PROPOSED FIRE HYDRANT

29. PROPOSED WATER LINE (CONNECT EXISTING WATER MAIN)

30. PROPOSED SANITARY SEWER LINE (CONNECT TO EXISTING SEWER MAIN)

31. PROPOSED RECREATION AREA 971 SF

32. PROPOSED RECREATION AREA 1,214 SF

33. PROPOSED PARALLEL PARKING STALLS

34. PROPOSED 5' WIDE CONCRETE SIDEWALK

SITE DATA

PARCEL #:

5080000396

SITE ADDRESS:

4808-4812 112TH ST SW
LAKEWOOD, WA 98499

GROSS ACREAGE:

0.583 AC (PER COUNTY DATA)

ZONING:

MF3 MULTI FAMILY 3

EXISTING USE:

VACANT

PRESIDING JURISDICTION:

CITY OF LAKEWOOD, WA

SITE COVERAGE DATA

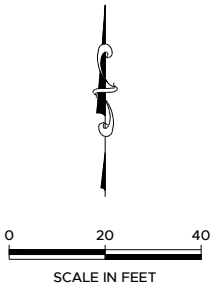
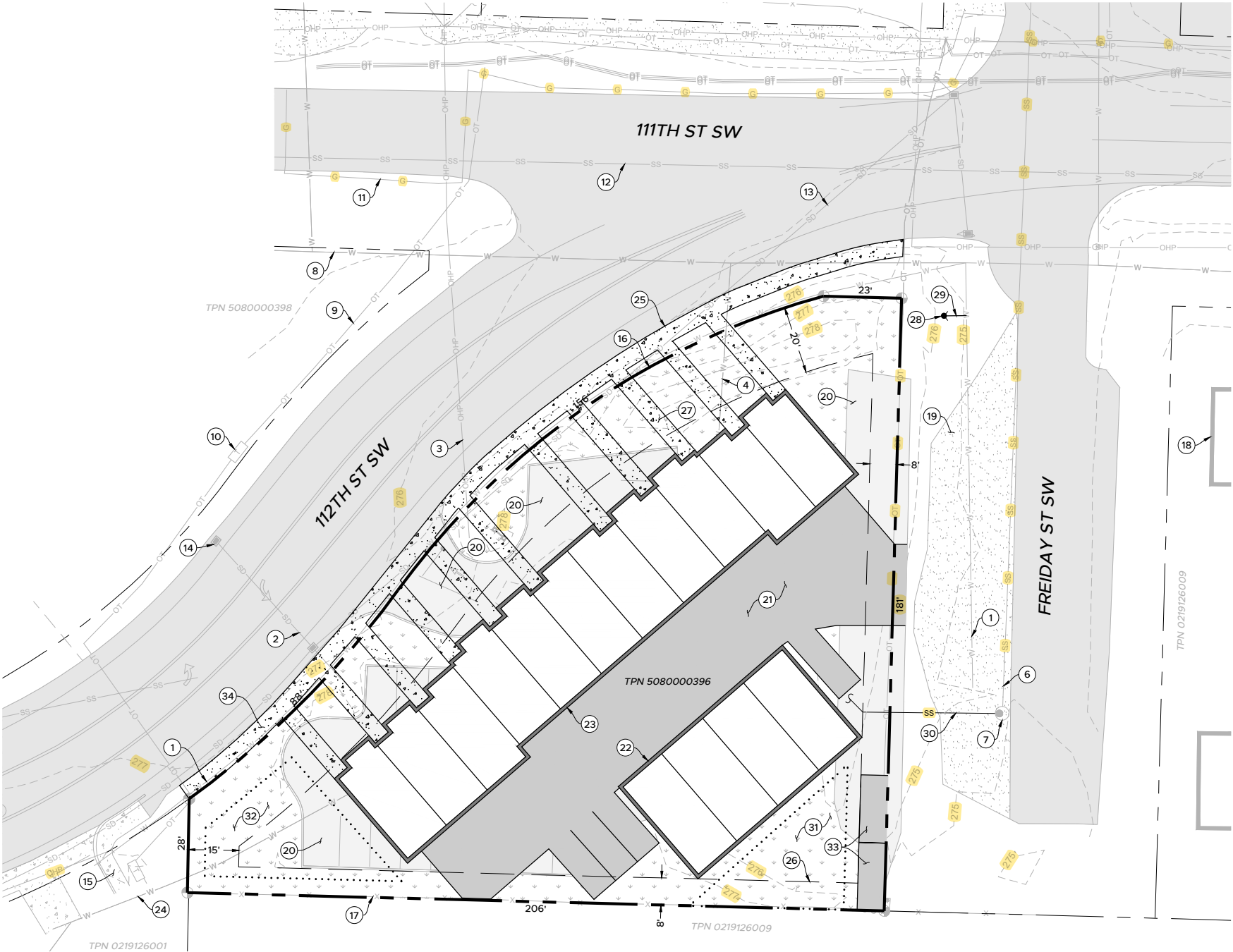
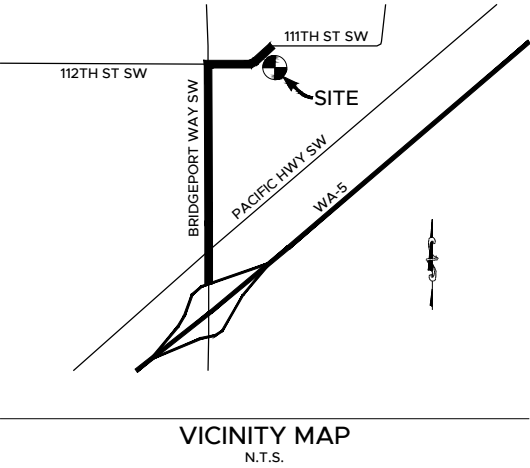
- EXISTING HARD SURFACE:

11,064 SF (43%)
- TOTAL HARD SURFACE AFTER PROJECT:

17,181 SF (68%)

SURVEY DATA

EXISTING FEATURES ARE AS DEPICTED IN UTILITY RECORD DRAWINGS BY AHBL, DATED SEPTEMBER 30, 2015.



IRISGROUP
civil engineers

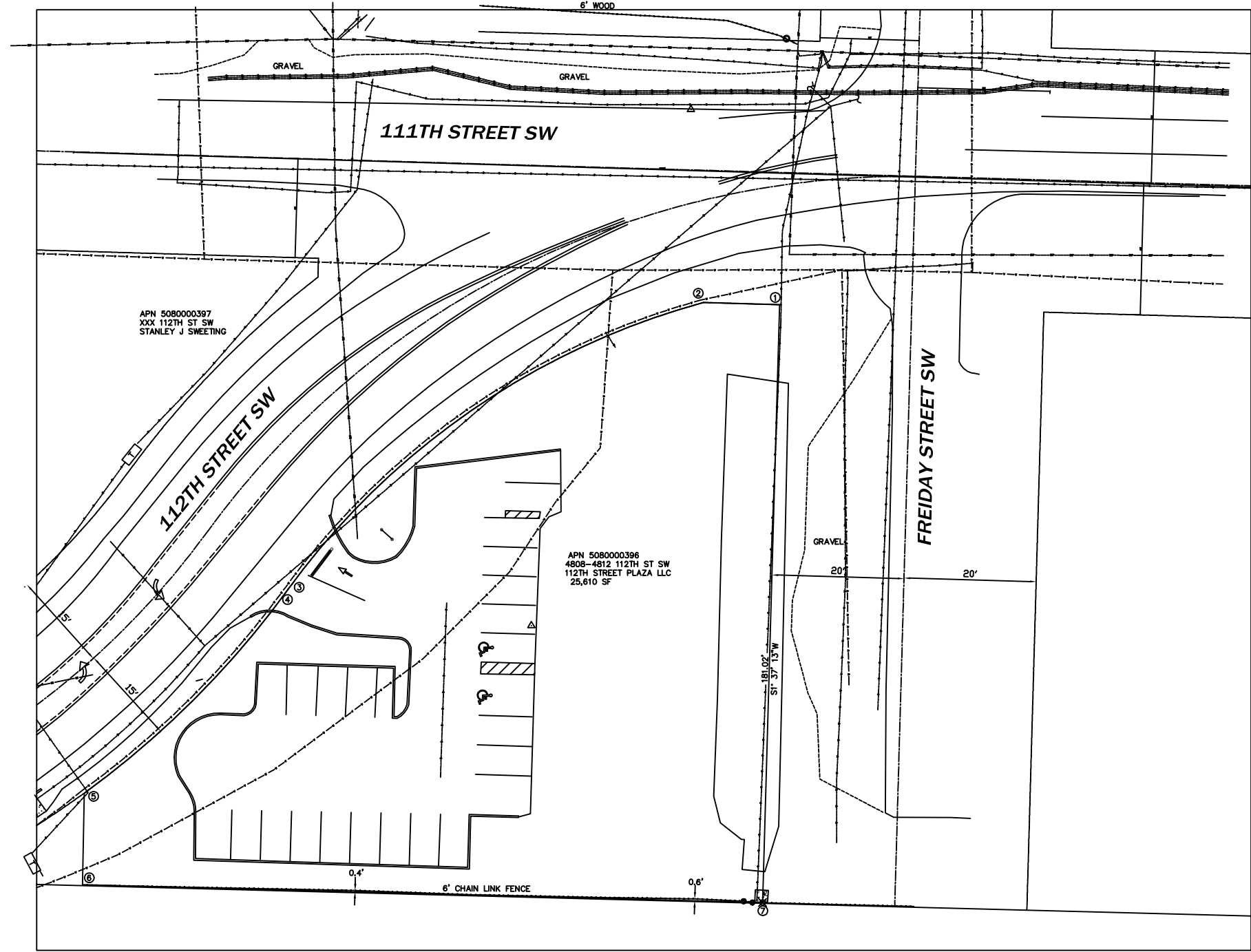
360-688-1302 | 420 Golf Club Rd SE, Suite 200, Lacey, WA 98503

112TH ST TOWNHOMES
SW 1/4 SW 1/4 S1 T19 R 2E WM
TPN 5080000396
4808-4812 112TH ST SW
LAKEWOOD, WA 98499

PRELIMINARY SITE PLAN

PROJ. NO:	HC03
REVIEWED BY:	NDT
DESIGNED BY:	DHS
DRAWN BY:	EJM
DATE:	10-23-2020

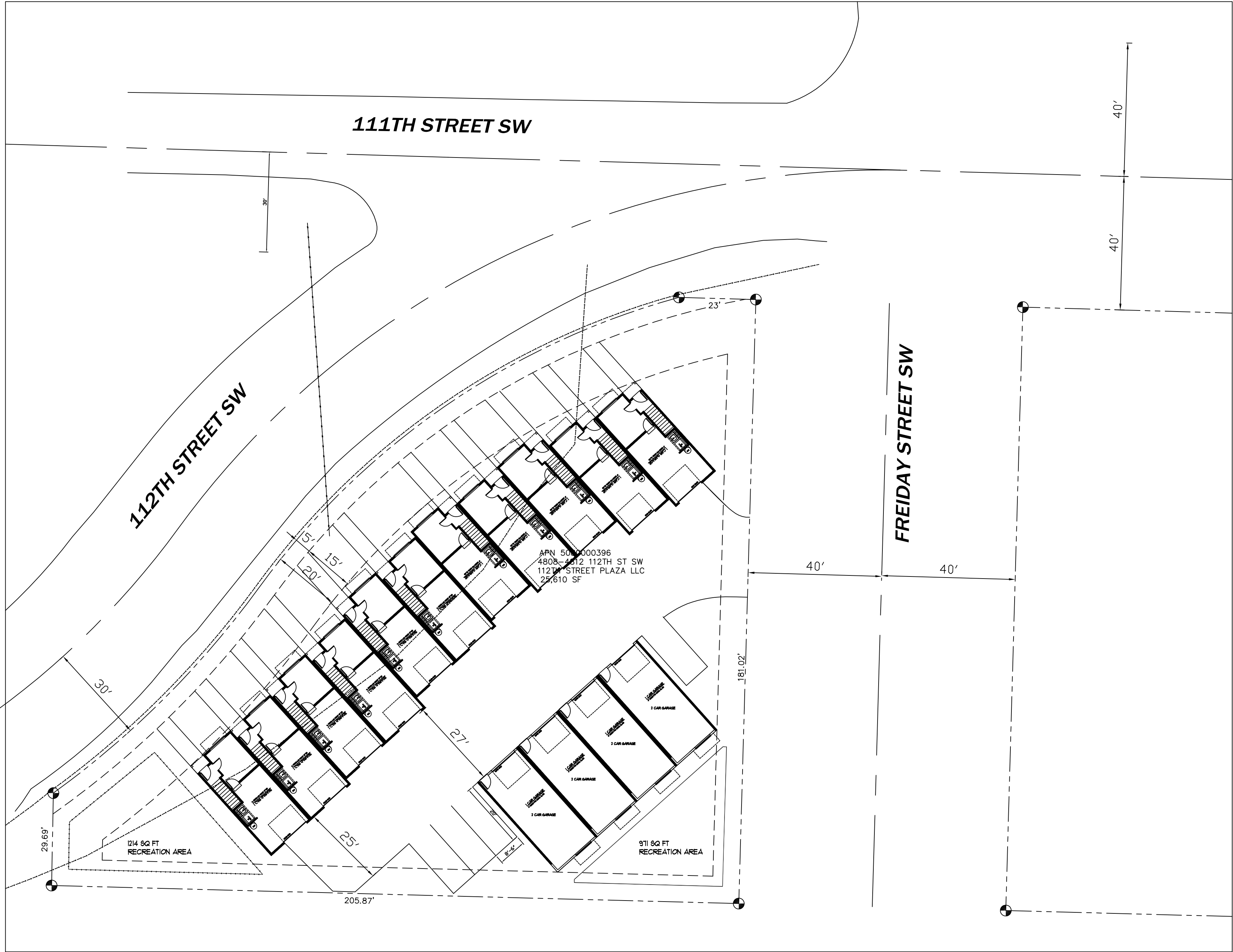
Know what's BELOW
Call 811 before you dig.



EXISTING SITE PLAN

© 2018 MD Designs

SCALE : 1" = 10'



SITE AREA 25,610 SQ FT
15 UNITS
1.5 PARKING PER UNIT = 22.5 STALLS 23 PROVIDED
15 UNITS @ 30 SQ FT PER UNIT RECREATION = 450 SQ FT

PROPOSED SITE PLAN

© 2018 MD Designs

SCALE : 1" = 10'



HARMAN CONSTRUCTION
112TH STREET TOWNHOMES

PARCEL #5080000396
4808-4812 112TH ST SW 112TH STREET PLAZA LLC
LAKEWOOD, WA

MD Designs

Residential - Commercial Design
md@mdarchitects.net www.mdarchitects.net
www.facebook.com/mddesigns.portfolio
3220 North 26th Street Tacoma, WA 98407
ph: 253.756.1652 fx: 253.756.2025

PRELIMINARY SITE PLAN

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A0

DATE:
10/10/2020
DESIGNER
JFD

5

PROJECT #:
R20000



EXAMPLE 1 OF FRONT EXTERIOR VIEW OF BUILDING A



EXAMPLE 2 OF FRONT EXTERIOR VIEW OF BUILDING A

HARMAN CONSTRUCTION
112TH STREET TOWNHOMES

EXAMPLE OF BUILDING A
PARCEL #5080000396
4808-4812 112TH ST SW 112TH STREET PLAZA LLC
LAKEWOOD, WA

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ELEVATIONS

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A1	DATE: 10/01/2020
5	DESIGNER JPD
	PROJECT #: R20000



112TH STREET FRONTAGE NORTHWEST BUILDING

MD Designs

Residential - Commercial Design

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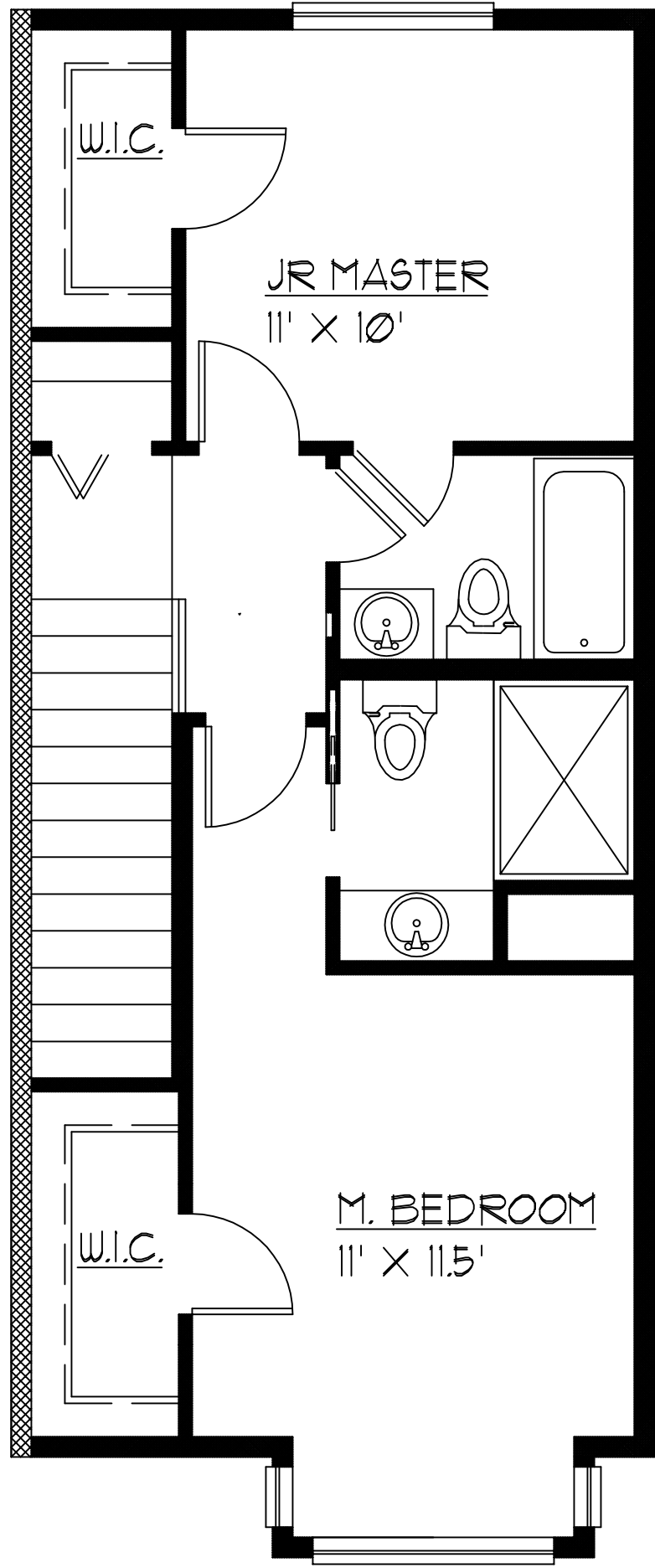
3220 North 26th Street Tacoma, WA 98407
ph: 253.756.1652 fx: 253.756.2025

PROPOSED ELEVATIONS

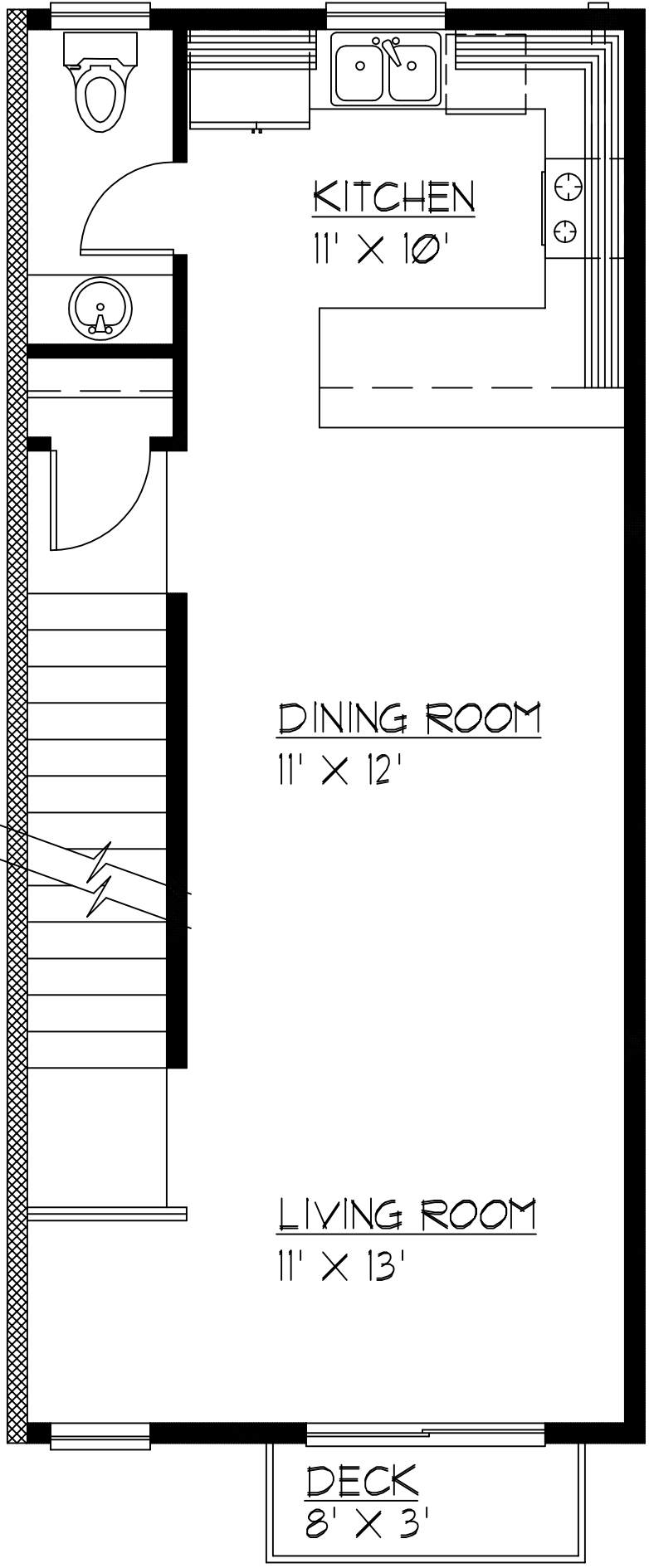
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A2	DATE: 10/01/2020
	DESIGNER JPD
5	PROJECT #: R20200

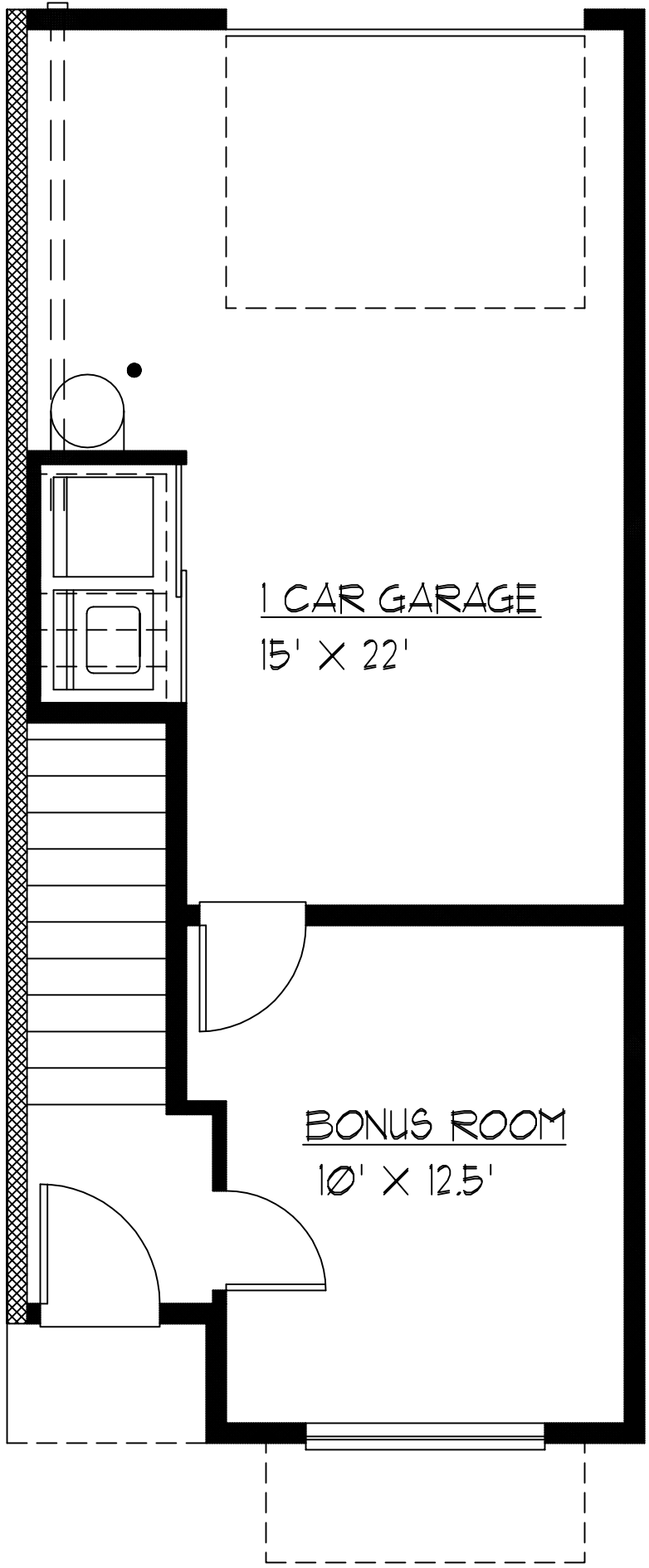
BUILDING A
PARCEL #50800000396
4808-4812 112TH ST SW 112TH STREET PLAZA LLC
LAKEWOOD, WA



3RD LEVEL FLOOR PLAN



2ND LEVEL FLOOR PLAN



1ST LEVEL FLOOR PLAN

FLOOR AREA SUMMARY

1ST FLOOR AREA:	181	SF.
2ND FLOOR AREA:	576	SF.
3RD FLOOR AREA:	518	SF.
TOTAL CONDITIONED SPACE	1275	SF.
COVR'D DECK/ENTRY AREA 15/40	55	SF.
GARAGE:	341	SF.

PROPOSED FLOOR PLANS

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A3	DATE: 10/01/2020
	DESIGNER JFD
5	PROJECT #: R202000

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www.facebook.com/mddesigns.portfolio

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ph: 253.756.1652 fx: 253.756.2025

BUILDING A
PARCEL #50800000396
4808-4812 112TH ST SW 112TH STREET PLAZA LLC
LAKEWOOD, WA



SOUTHEAST REAR BUILDING ELEVATION

MD Designs

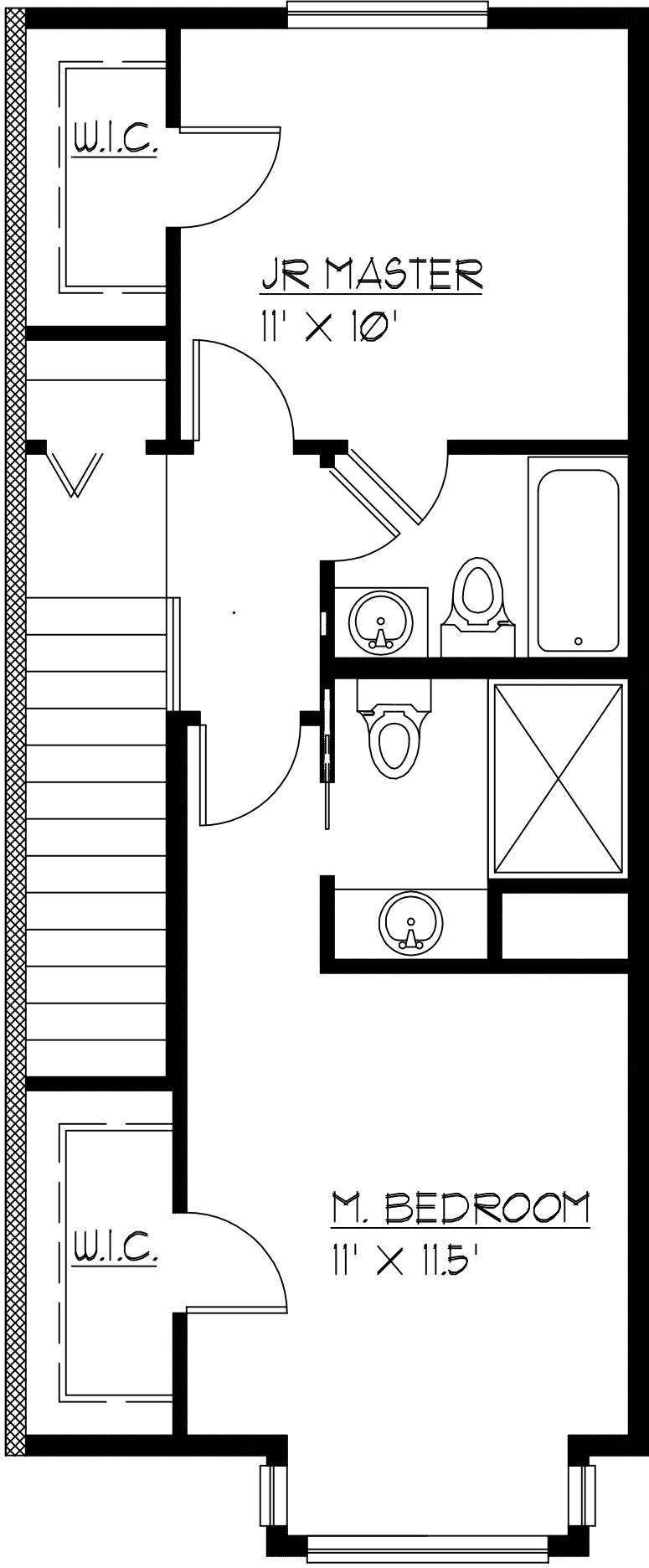
Residential - Commercial Design
md@mdarchitects.net www.mdarchitects.net
www.facebook.com/mddesigns.portfolio
3220 North 26th Street Tacoma, WA 98407
ph: 253.756.1652 fx: 253.756.2025

PROPOSED ELEVATIONS

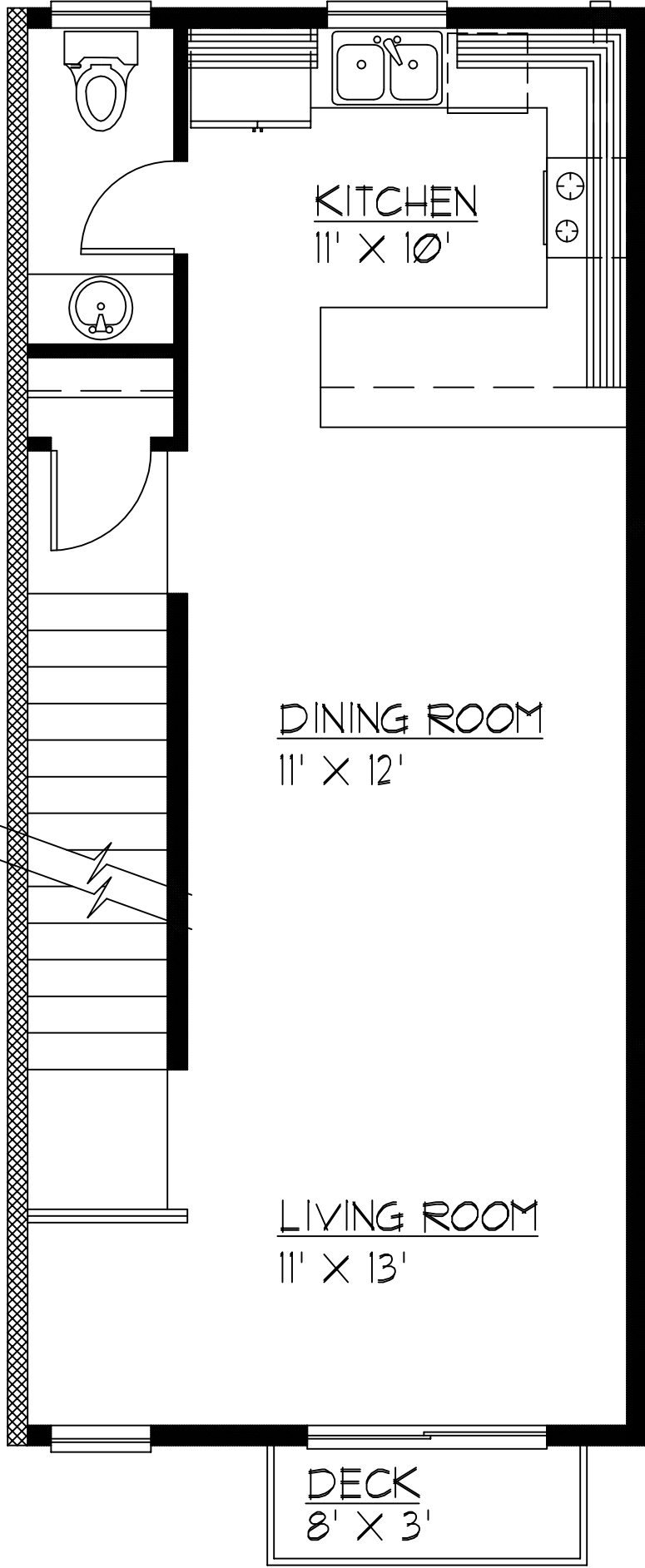
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A4	DATE: 10/10/2020
	DESIGNER JPD
5	PROJECT #: R20000

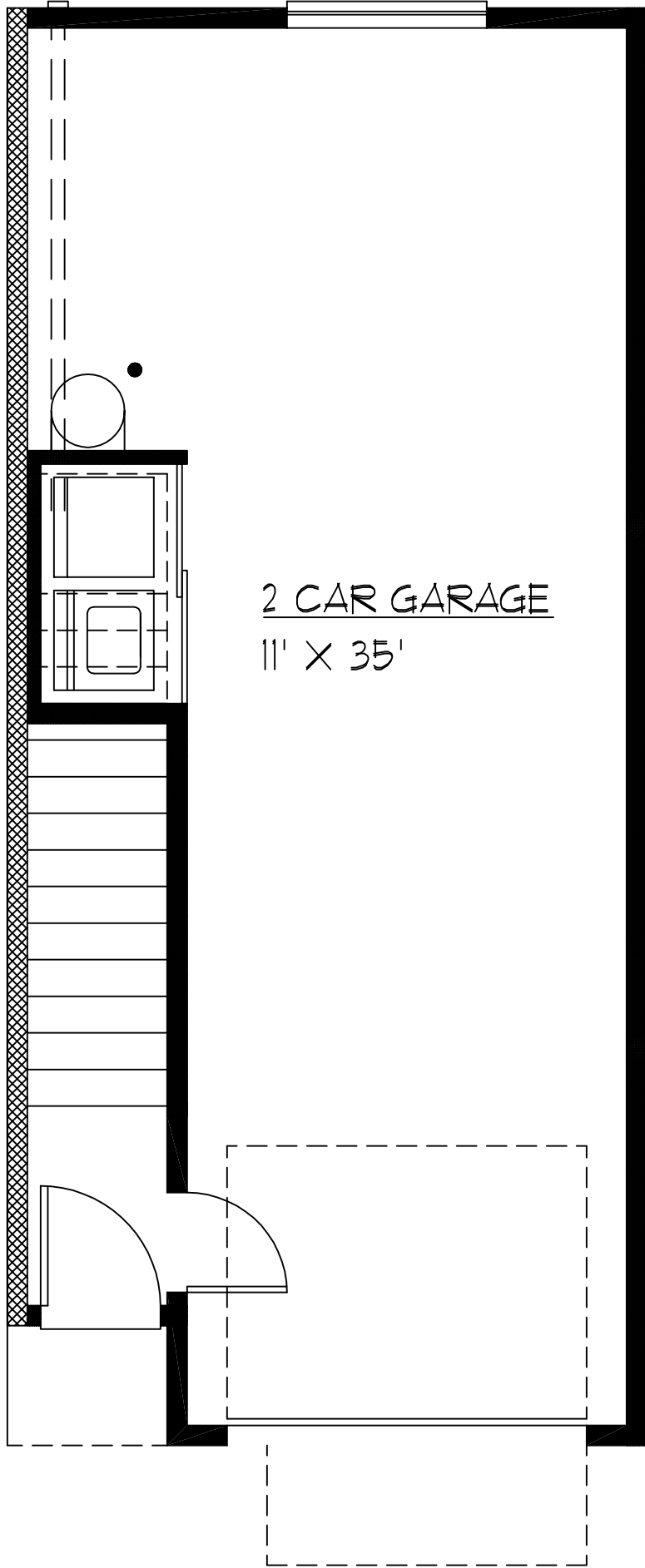
BUILDING B
PARCEL #50800000396
4808-4812 112TH ST SW 112TH STREET PLAZA LLC
LAKEWOOD, WA



3RD LEVEL FLOOR PLAN



2ND LEVEL FLOOR PLAN



1ST LEVEL FLOOR PLAN

FLOOR AREA SUMMARY		
1ST FLOOR AREA:	18	SF.
2ND FLOOR AREA:	576	SF.
3RD FLOOR AREA:	518	SF.
TOTAL CONDITIONED SPACE	1112	SF.
COVR'D DECK/ENTRY AREA 15/40	55	SF.
GARAGE:	465	SF.

PROPOSED FLOOR PLANS

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A5	DATE: 10/01/2020
	DESIGNER JPD
5	PROJECT #: R20000

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www.facebook.com/mddesigns.portfolio

3220 North 26th Street Tacoma, WA 98407
ph: 253.756.1652 fx: 253.756.2025

BUILDING B

PARCEL #50800000396

4808-4812 112TH ST SW 112TH STREET PLAZA LLC

LAKEWOOD, WA

AGREEMENT REGARDING RESIDENTIAL TARGET AREA DEVELOPMENT

THIS STIPULATED AGREEMENT is entered into on the date signed below between One-12 Fund, LLC, hereinafter referred to as “Applicant,” and the City of Lakewood, Washington, a municipal corporation, hereinafter referred to as “City”.

PROJECT DESCRIPTION

The applicant proposes to redevelop approximately .58 acres located at 4808 to 4812 112th St SW in the City of Lakewood, Washington; Pierce County Assessor’s Parcel (APN) # 5080000396. The property is located north of the St. Claire Hospital campus, adjacent to 112th Street SW, to the north and west and Freiday Street SW, to the East. The proposed development use type, *Multi-Family, four or more residential units*, is a primary permitted use in the applicable Multi-Family 3 (MF3) zoning district. The property is located in the Lakewood Station overlay district.

The project site is currently vacant. The new development will consist of 14, two (2)-bedroom, upmarket dwelling units. Each unit will be over 1,270 sf, will full vertical separations, garage parking, and private decks. Each unit will have a private one or two-car garage. The total building square footage is approximately 19,500 square feet. The project is not proposing to fulfill any specific affordable housing mandates.

An application for tax exemption was filed with the City of Lakewood in March, 2021. The application supports the following determinations:

1. The proposed project is located within a designated Residential Target Area;
2. The proposed project meets the definition of multi-family housing pursuant to the Lakewood Municipal Code
3. At least 50 percent of the space will be designated for multifamily housing offering permanent residential occupancy
4. The construction is proposed to be completed within three (3) years of the date of approval of the application
5. The project complies with the City’s comprehensive plan. Additional permits including: design review, SEPA, site development and building permits will be required. At the time of application the project must comply with all applicable regulations in effect. The project has currently vested under SEPA and design review.
6. There are no existing dwelling units on-site.

CONDITIONS OF TAX EXEMPTION APPROVAL

The applicant may, upon completion of the multifamily housing and upon issuance by the City of a temporary or permanent certificate of occupancy, request a Final Certificate of Tax Exemption.

The request shall be in writing directed to the City Manager and be accompanied by the following:

1. A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
2. A description of completed work and a statement of qualification for the exemption; and
3. A statement that the work was completed within the required three-year period or any authorized extension.
4. In order to be issued building permits, the proposed development will require SEPA, design review and the buildings must comply with all local plans and regulations.
5. The City requires that building permits must be submitted for this project within 12 months of the date the conditional certificate is issued.
6. The parties to this agreement acknowledge and agree that at the time of completion of this project, the project shall be constructed in conformity with all local plans and regulations that applied to this project at the time the application was approved.

TAX EXEMPTION

Pursuant to RCW 84.14.020, the value of the new residential construction for the project described above shall be exempt from ad valorem property taxation for a period of eight successive years beginning January 1 of the year immediately following the calendar year of issuance of the final certificate of tax exemption. The exemption does not include the value of land or non-housing-related improvements. This exemption does not apply to increases in assessed valuation made by the assessor on non-qualifying portions of building and value of land nor to increases made by lawful order of a county board of equalization, the department of revenue, or Pierce County to a class of property throughout the county or specific area of the county to achieve the uniformity of assessment or appraisal required by law. At the conclusion of the exemption period, the new or rehabilitated housing cost shall be considered as new construction for the purposes of chapter 84.55 RCW.

STATEMENT OF ADDITIONAL TAX, INTEREST, AND PENALTY DUE UPON CANCELLATION OF MULTI-FAMILY HOUSING EXEMPTION

If the exemption is canceled for noncompliance, an additional tax shall be imposed as follows:

- a. The difference between the tax actually paid and the tax which would have been due for the pro rata portion of the tax year following cancellation, and for each tax year thereafter, if the improvements had been valued without exemption, (not to exceed 3 years before discovery of the noncompliance); plus
- b. A penalty of 20 percent of the difference, plus
- c. Interest at the statutory rate provided for delinquent property taxes is due within the times provided by RCW 84.40.350-84.40.390.

The additional tax, penalty and interest constitute a lien by the City of Lakewood upon the land which attaches at the time the property is no longer eligible for exemption, and has priority to and must be fully paid and satisfied before a recognizance, mortgage, judgment, debt, obligation, or responsibility to or with which the land may become charged or liable.

AFFIRMATION

As owner(s) of the land described in this application, I hereby indicate by my signature that I am aware of the additional tax liability to which the property will be subject if the exemption authorized by Chapter 3.64 (LMC) is cancelled. I declare under penalty of perjury under the laws of the State of Washington that this application and any accompanying documents have been examined by me and that they are true, correct and complete to the best of my knowledge.

AGREEMENT REQUIRES APPROVAL OF CITY COUNCIL

In accordance with Lakewood Muni. Code 3.64.020 (H), this agreement is subject to approval by the Lakewood City Council. If this agreement is approved, the City of Lakewood shall issue a Conditional Certificate of Acceptance of Tax Administration. If this agreement is rejected by the City Council, both parties shall be discharged of their obligations under this agreement.

Signed at _____, Washington, this _____ day of _____, 20____

Signature(s) of all Owner(s) and Contract Purchaser(s)

By: _____

Alex Harman

One-12 Fund, LLC

This conditional certificate of tax exemption is hereby **approved**.

John Caulfield, City Manager
City of Lakewood, Washington

CONDITIONAL CERTIFICATE OF TAX EXEMPTION

THIS CONTRACT is entered into on the date signed below between One-12 Fund, LLC, hereinafter referred to as “Applicant,” and the City of Lakewood, Washington, a municipal corporation, hereinafter referred to as “City”.

This Conditional Certificate of Acceptance of Tax Exemption is being issued pursuant to Chapter 84.14 RCW, and Chapter 3.64 of the Lakewood Municipal Code, and is based on information provided by the applicant. The Conditional Certificate will be effective for not more than three (3) years from the time of issuance, and may be extended for up to twenty-four (24) additional months pursuant to LMC 3.64.020 (I). The City will issue a Final Certificate of Tax Exemption upon completion of the project, satisfactory fulfillment of all contract terms, final building inspection approval and issuance of a Certificate of Occupancy.

The Lakewood City Council authorized this limited tax exemption through Resolution No. 2006-18, effective June 5, 2006. For the purposes of vesting of rights under the application, this Conditional Certificate of Tax Exemption shall be considered to have vested under the rules applicable on June 5, 2006. Pursuant to RCW 84.14.020, subject to all other applicable limitations and conditions, this tax exemption shall be of an eight-year duration and is not dependent on the inclusion of affordable housing.

PROJECT DESCRIPTION

The applicant proposes to redevelop approximately .58 acres located at 4808 to 4812 112th St SW in the City of Lakewood, Washington; Pierce County Assessor’s Parcel (APN) # 5080000396. The property is located North of the St. Claire Hospital campus, adjacent to 112th St SW to the North and West and Freiday St SW to the East. The proposed development use type, Multi-Family, four or more residential units, is a primary permitted use in the applicable Multi-Family 3 (MF3) zoning district. The property is located in the Lakewood Station overlay district.

The project site is currently vacant. The new development will consist of 15, 2-bedroom, upmarket dwelling units. Each unit will be over 1,270 sf, will full vertical separations, garage parking, and private decks. Each unit will have a private one or two-car garage. The total building square footage is approximately 19,500 square feet. The project is not proposing to fulfill any specific affordable housing mandates.

An application for tax exemption was filed with the City of Lakewood on March 11, 2021. On July 19, 2021, the Lakewood City Council adopted Resolution 2021-09 authorizing the City Manager to enter into an agreement with the applicant certifying a eight-year property tax exemption pursuant to Chapter 84.14 RCW.

In adopting Resolution 2021-09, the Lakewood City Council determined that the project satisfied the requirements for the multi-family tax exemption including:

1. The proposed project is located within a designated Residential Target Area;
2. The proposed project meets the definition of multi-family housing pursuant to the Lakewood Municipal Code
3. At least 50 percent of the space will be designated for multifamily housing offering permanent residential occupancy
4. The construction is proposed to be completed within 3 years of the date of approval of the application
5. The project complies with the City's comprehensive plan. Additional permits including: design review, SEPA, site development and building permits will be required. At the time of application the project must comply with all applicable regulations in effect. The project has currently vested under SEPA and design review.
6. There are no existing dwelling units on-site.

CONDITIONS OF TAX EXEMPTION APPROVAL

The applicant may, upon completion of the multifamily housing and upon issuance by the City of a temporary or permanent certificate of occupancy, request a Final Certificate of Tax Exemption. The request shall be in writing directed to the City Manager and be accompanied by the following.

1. A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
2. A description of completed work and a statement of qualification for the exemption; and
3. A statement that the work was completed within the required three-year period or any authorized extension.

In order to be issued building permits, the proposed development will require SEPA, design review and the buildings must comply with all local plans and regulations.

The City requires that building permits must be submitted for this project within 12 months of the date the conditional certificate is issued.

The parties to this agreement acknowledge and agree that at the time of completion of this project, the project shall be constructed in conformity with all local plans and regulations that applied to this project at the time the application was approved.

TAX EXEMPTION

Pursuant to RCW 84.14.020, the value of the new residential construction for the project described above shall be exempt from ad valorem property taxation for a period of eight successive years beginning January 1 of the year immediately following the calendar year of issuance of the final certificate of tax exemption. The exemption does not include the value of land or non-housing-related improvements. This exemption does not apply to increases in assessed valuation made by the assessor on non-qualifying portions of building and value of land nor to increases made by lawful order of a county board of equalization, the department of

revenue, or Pierce County to a class of property throughout the county or specific area of the county to achieve the uniformity of assessment or appraisal required by law. At the conclusion of the exemption period, the new or rehabilitated housing cost shall be considered as new construction for the purposes of chapter 84.55 RCW.

STATEMENT OF ADDITIONAL TAX, INTEREST, AND PENALTY DUE UPON CANCELLATION OF MULTI-FAMILY HOUSING EXEMPTION

If the exemption is canceled for noncompliance, an additional tax shall be imposed as follows:

- a. The difference between the tax actually paid and the tax which would have been due for the pro rata portion of the tax year following cancellation, and for each tax year thereafter, if the improvements had been valued without exemption, (not to exceed 3 years before discovery of the noncompliance); plus
- b. A penalty of 20 percent of the difference, plus
- c. Interest at the statutory rate provided for delinquent property taxes is due within the times provided by RCW 84.40.350-84.40.390.

The additional tax, penalty and interest constitute a lien by the City of Lakewood upon the land which attaches at the time the property is no longer eligible for exemption, and has priority to and must be fully paid and satisfied before a recognizance, mortgage, judgment, debt, obligation, or responsibility to or with which the land may become charged or liable.

AFFIRMATION

As owner(s) of the land described in this application, I hereby indicate by my signature that I am aware of the additional tax liability to which the property will be subject if the exemption authorized by Chapter 3.64 (LMC) is cancelled. I declare under penalty of perjury under the laws of the State of Washington that this application and any accompanying documents have been examined by me and that they are true, correct and complete to the best of my knowledge.

Signed at _____, Washington, this _____ day of _____, 20____

Signature(s) of all Owner(s) and Contract Purchaser(s)

Alex Harman
One-12 Fund, LLC

This conditional certificate of tax exemption is hereby **approved**.

John Caulfield, City Manager
City of Lakewood, Washington

Approved as to form:

Eileen McCain, Assistant City Attorney

DRAFT

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: July 19, 2021 REVIEW: April 5, 2021 Council Study Session May 10, 2021 Council Study Session June 28, 2021 Council Study Session	TITLE: A RESOLUTION of the City Council of the City of Lakewood, Washington authorizing the Lakewood City Manager to Execute an Interlocal Agreement for the Establishment of a Regional Coalition known as the South Sound Housing Affordability Partners (SSHA ³ P) ATTACHMENT: Resolution 2021-10, SSHA ³ P Intergovernmental Agreement, Invitation to join SSHA ³ P, Working Group Memorandum	TYPE OF ACTION: __ORDINANCE NO. __RESOLUTION NO. 2021-10 __MOTION NO. __OTHER
---	---	--

SUBMITTED BY: David Bugher, Assistant City Manager for Development Services
 Tiffany Speir, Long Range & Strategic Planning Manager

RECOMMENDATION: It is recommended that the City Council adopt the attached Resolution directing that the City Manager execute the Interlocal Agreement (IGA) to join the South Sound Housing Affordability Partners SSHA³P.

DISCUSSION: 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. Edits to the draft IGA were made per Lakewood's input.

County Executive Dammeier, Tacoma Mayor Woodards, and Orting Mayor Penner discussed the benefits of SSHA³P and reviewed the draft IGA with the Lakewood City Council on June 28. Since then, the SSHA³P Steering Committee reviewed the draft IGA and made additional edits based on the June 28th meeting, which are reflected in the attached IGA.

Discussion continues on the following page.

ALTERNATIVE(S): The Council could amend the proposed Resolution; the Council could also not adopt the Resolution.

FISCAL IMPACT: While the final fiscal impact to Lakewood to join SSHA³P is not yet known because the contributions are determined by the number of member jurisdictions, for the period between 2021 and the end of 2023, an estimated range of between \$53,270 if 10 governments join SSHA³P and \$47,700 if 16 governments join SSHAP was provided to the City.

Prepared by:
Tiffany Speir, Long Range & Strategic Planning Manager

Department Director:
Dave Bugher, Assistant City Manager for Development Services



 City Manager Review

Discussion Continued

Attached hereto is the Resolution to join SSHA³P (**Attachment A**), the proposed SSHAP Intergovernmental Agreement (**Exhibit A to Attachment A**), an invitation to join SSHA³P from County Executive Dammeier (**Attachment B**), and the Staff Working Group Memorandum provided to the SSHA³P Steering Committee on July 7 regarding potential uses of various funding sources for the provision of affordable housing (**Attachment C.**)

RESOLUTION NO. 2021-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON AUTHORIZING THE LAKEWOOD CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT FOR THE ESTABLISHMENT OF A REGIONAL COALITION KNOWN AS THE SOUTH SOUND HOUSING AFFORDABILITY PARTNERS (SSHA³P)

WHEREAS, the City of Lakewood, Washington has the second largest population of the 23 cities within Pierce County; and

WHEREAS, population growth for Lakewood is projected to include thousands of new people within twenty years; and

WHEREAS the Mayor and City Council have long acknowledged the challenges posed to affordable housing due to accelerating housing market conditions, a limited rental supply, significant housing cost burdens on households across the region, and a need for community members experiencing barriers to access or the ability to remain in safe and stable housing, and

WHEREAS the COVID-19 pandemic has significantly impacted the stability of jobs and wages for many across the nation, and the eviction moratorium in Washington State is scheduled to end on September 30, 2021, and

WHEREAS, when combined, these factors further threaten the housing stability in the City and throughout the region and the factors that impact market conditions do not stop at city limits, and

WHEREAS the actions taken by neighboring jurisdictions and governments impact one another, and at the same time, jurisdictions of various sizes have unique needs and varying levels of resources to address the complex issue of housing, and

WHEREAS, housing prices have increased substantially faster than wages in Lakewood, Pierce County and the Puget Sound, resulting in an increasing need for more housing affordable to people at all economic segments; and

WHEREAS, in the fall of 2018 a roundtable discussion with local governments was convened to determine whether there were regional solutions to keep housing attainable, affordable, and accessible in Pierce County. The elected officials of the local governments made the decision to continue the roundtable discussions around housing affordability; and

WHEREAS, the “Mayors’ Roundtable on Affordability” (“Mayors’ Roundtable”), as it was originally called, conducted a series of meetings on local housing affordability data and needs, individual jurisdiction needs and housing types, needs of housing developers and what kinds incentives are valued for spurring the creation of additional units, including affordable units, how other local governments have partnered to achieve results, what tools have been effective,

and what lessons have been learned, and how to continue collaborating to move the issue of housing attainability, affordability, and accessibility forward, and

WHEREAS, the engaged governments recognized that housing affordability is a regional challenge that crosses jurisdictional boundaries and agreed that working together, by sharing information and pooling resources, would have a greater impact on addressing housing affordability than working separately, and

WHEREAS, in 2019 the Mayors' Roundtable group began calling itself the South Sound Housing Affordability Partners ("SSHA³P"), and over time, collectively decided to move forward with both short- and long-term action items including engaging a Consultant to explore the idea of formalizing a regional coalition focused on housing affordability; and

WHEREAS, in 2020-2021 the Consultant worked with staff at several local governments and the Puyallup Tribe of Indians, as well as a steering committee comprised of elected officials, on the proposed structure, budget, and work plan of the coalition. The group of local governments decided collectively to pursue an Interlocal Agreement for the creation of SSHA³P.

WHEREAS, an interlocal agreement will establish the South Sound Housing Affordability Partners (SSHA³P), a regional coalition of governments in Pierce County created to address housing affordability, attainability, and accessibility regionally; and

WHEREAS, the parties to this agreement wish to act cooperatively to formulate policies that create access to affordable/attainable/accessible housing for all; and

WHEREAS, the parties to this agreement wish to provide a sound basis of housing policies and programs in Pierce County that align and complement the efforts of local governments and that do not duplicate the work of existing public and private organizations; and

WHEREAS, the parties to this agreement recognize that housing affordability is a regional challenge that crosses jurisdictional boundaries. By working together, sharing information and pooling resources government jurisdictions in Pierce County will have a greater impact on addressing housing affordability than working separately; and

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

Section 1. The Lakewood City Manager is hereby authorized to enter into an interlocal agreement, substantially in the same form as Exhibit A attached hereto and incorporated herein by reference for the establishment of the South Sound Housing Affordability Partners ("SSHA³P").

Section 2. Severability. If any portion of this Resolution or its application to any person or circumstances is held invalid, the remainder of the Resolution or the application of the provision to other persons or circumstances shall not be affected.

Section 3. Effective Date. This Resolution shall be in full force and effect immediately after final passage.

ADOPTED by the City Council of the City of Lakewood this 19th day of July, 2021.

CITY OF LAKEWOOD

Don Anderson, Mayor

Attest:

Briana Schumacher, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

EXHIBIT A

Intergovernmental Agreement for SSHA³P 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 SSHA³P 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 ("SSHA³P"). This Agreement is made pursuant to the 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 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, 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.

f. *SSHA³P Fund* - A fiduciary 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 subfunds and/or subaccounts including but not limited to a "SSHA³P Operating Account" and a "Housing Capital Funds Account".

i. *SSHA³P Operating Account* - A 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 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.

g. *SSHA³P Executive Manager* - The managing lead staff for SSHA³P 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.

h. *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 SSHAP Area of Activity to join the Parties in this endeavor.

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 SSHAP. 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 SSHAP 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 SSHAP 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 SSHAP 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.

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

c. 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 SSHAP 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 SSHAP Executive Board.

d. Guide the SSHAP 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. SSHAP 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. SSHAP 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. SSHAP Staff may research model programs, develop draft legislation, prepare briefing materials and make presentations to planning commissions and councils on request by a Party. SSHAP 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. SSHAP 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. SSHAP 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, 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.
- 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 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. SSHAP³ will be governed by an Executive Board composed of individuals who represent the perspectives 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 SSHAP. The Executive Board will have the power to:

- i. develop and recommend an annual budget and annual work plan for SSHAP and oversee the management of the SSHAP Fund;
- ii. adopt procedures for the administration of SSHAP (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 SSHAP 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 SSHAP Executive Board" ("SSHAP Fund") within which Fund may be established various accounts and subaccounts including but not limited to a "SSHAP Operating Account" (into which will be deposited funding for the SSHAP 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 enter into contracts and agreements for the provision of personnel and other necessary services to SSHAP,

including accounting and legal services and the purchase of insurance, and 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, 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 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
- 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. 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 SSHA³P to carry out its purposes. SSHA³P will be staffed with personnel funded by the Parties and/or independent contractors contracting with the Administering Agency on behalf of SSHA³P.

Any Party providing personnel to SSHA³P 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 SSHA³P 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.

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 members present at a meeting, provided however, that a supermajority (two-thirds of all 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 SSHA³P. 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 SSHA³P 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 SSHAP³ operations (with the start of the year defined as the hiring of the SSHAP³ 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. 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 SSHAP³ Executive Manager to set agendas and facilitate meetings.

f. Conflict of Interest. Members of the Advisory Board shall comply with Ch. 42.23 RCW, the Code of Ethics for Municipal Officers. 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.

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, 2023. 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 SSHA³P, either separately or through its budget process, and the SSHA³P 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 SSHA³P 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 SSHA³P Operating Account, as well as the amount, *if any*, to be deposited into the Party's Individual Account within the SSHA³P 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 SSHA³P 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 SSHA³P 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 SSHA³P 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." The Executive Board will work with the Administering Agency to create policies and procedures for the release of those funds.

b. A subaccount 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 SSHA³P Capital Fund, and will authorize and recommend the SSHA³P 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 SSHAP 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 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.

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, SSHAP'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, SSHAP'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, SSHAP 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 SSHAP 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 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. 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 the purposes of SSHAP are being achieved and if any amendments or modifications to the Agreement are needed.

20. ADDITIONAL PARTIES. Municipalities, local governments, tribes, and public agencies within the SSHAP 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 SSHAP 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 SSHAP Executive Manager. In the absence of a SSHAP 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, or to Pierce County before an Administering Agency is selected.

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)

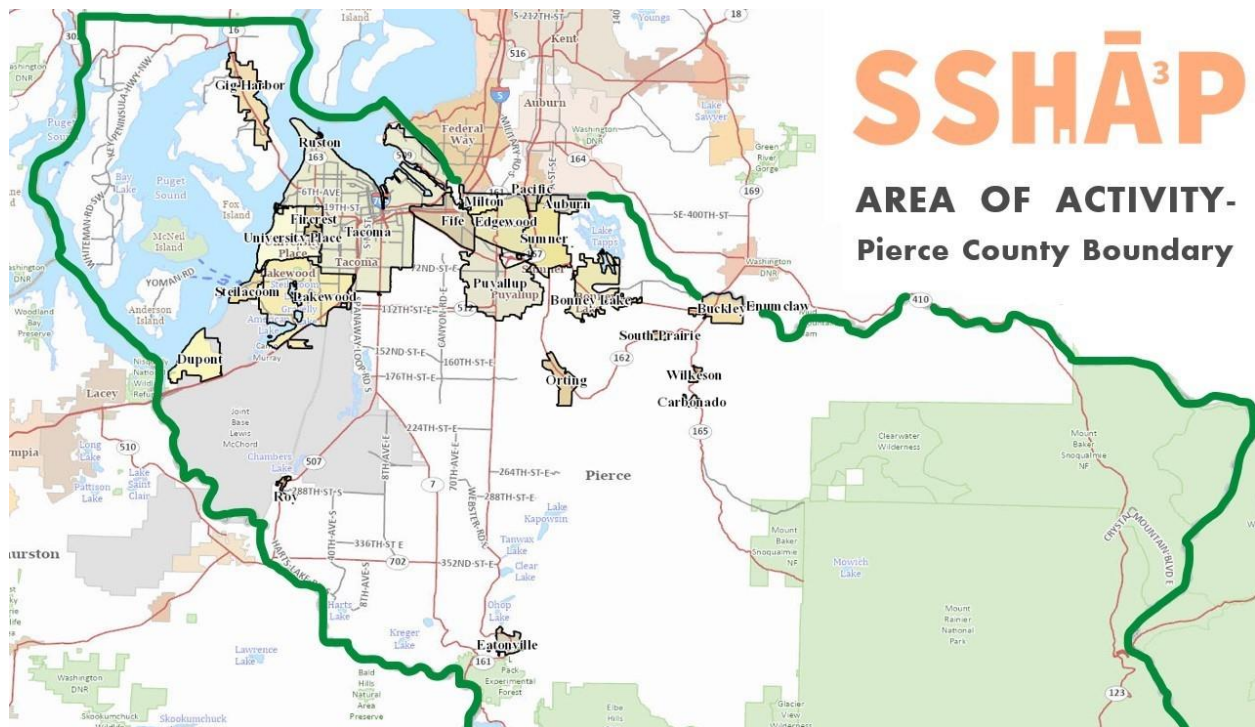


EXHIBIT B – SSHA³P Budgets for First 2.5 Years

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 16 governments participate.

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)	\$	-
Direct Expenses - travel, phone, postage	\$	12,000
Insurance	\$	15,000
Space	\$	12,000
SubTotal	\$	193,000
10% Overhead/Administration Fee	\$	19,300
TOTAL	\$	212,300
Cost for 6 months of Operations:	\$	106,150

Revenue Budget

Outside sources* (Philanthropy, aligned organizations)	\$	7,500
Office Space (in-kind donation) [Pro-rated]	\$	6,000
Shared among participating governments (see below)	\$	92,650
TOTAL	\$	106,150

Shares for participating governments:

	Population (OFM 2021 est)	% of Population	Grouped by Population Size
Auburn	10,050	1%	\$ 2,250
Fife	10,360	1%	\$ 2,250
Gig Harbor	11,490	1%	\$ 2,250
Lakewood	60,330	7%	\$ 8,500
Puyallup	43,040	5%	\$ 6,500
Puyallup Tribe	6,000	1%	\$ 1,500
Steilacoom	6,555	1%	\$ 1,500
Sumner	10,500	1%	\$ 2,250
Tacoma	214,700	27%	\$ 22,000
Unincorporated Pierce Co	436,840	54%	\$ 46,000
TOTAL	809,865		\$ 95,000

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
Direct Expenses - travel, phone, postage	\$	12,420
Insurance	\$	15,000
Space	\$	12,000
SubTotal	\$	266,446
10% Overhead/Administration Fee	\$	26,645
TOTAL	\$	293,090

Revenue Budget

Outside sources (Philanthropy, aligned organizations)	\$	15,000
Office Space (in-kind donation)	\$	12,000
Shared among participating governments (see below)	\$	266,090
TOTAL	\$	293,090

Shares for participating governments:

	Population (OFM 2021 est)	% of Population	Grouped by Population Size
Auburn	10,050	1%	\$ 5,250
Fife	10,360	1%	\$ 5,250
Gig Harbor	11,490	1%	\$ 5,250
Lakewood	60,330	7%	\$ 22,000
Puyallup	43,040	5%	\$ 15,500
Puyallup Tribe	6,000	1%	\$ 4,250
Steilacoom	6,555	1%	\$ 4,250
Sumner	10,500	1%	\$ 5,250
Tacoma	214,700	27%	\$ 66,000
Unincorporated Pierce Co	436,840	54%	\$ 134,000
TOTAL	809,865		\$ 267,000

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
Direct Expenses - travel, phone, postage	\$	12,855
Insurance	\$	15,000
Space	\$	12,000
SubTotal	\$	274,826
10% Overhead/Administration Fee	\$	27,483
TOTAL	\$	302,309

Revenue Budget

Outside sources (Philanthropy, aligned organizations)	\$	15,000
Office Space (in-kind donation)	\$	12,000
Shared among participating governments (see below)	\$	275,309
TOTAL	\$	302,309

Shares for participating governments:

	Population (OFM 2021 est)	% of Population	Grouped by Population Size
Auburn	10,050	1%	\$ 5,434
Fife	10,360	1%	\$ 5,434
Gig Harbor	11,490	1%	\$ 5,434
Lakewood	60,330	7%	\$ 22,770
Puyallup	43,040	5%	\$ 16,043
Puyallup Tribe	6,000	1%	\$ 4,399
Steilacoom	6,555	1%	\$ 4,399
Sumner	10,500	1%	\$ 5,434
Tacoma	214,700	27%	\$ 68,310
Unincorporated Pierce Co	436,840	54%	\$ 138,690
TOTAL	809,865		\$ 276,345

DRAFT BUDGET PROPOSAL (16 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)	\$	-
Direct Expenses - travel, phone, postage	\$	12,000
Insurance	\$	15,000
Space	\$	12,000
SubTotal	\$	193,000
10% Overhead/Administration Fee	\$	19,300
TOTAL	\$	212,300
Cost for 6 months of Operations:	\$	106,150

Revenue Budget

Outside sources* (Philanthropy, aligned organizations)	\$	7,500
Office Space (in-kind donation) [Pro-rated]	\$	6,000
Shared among participating governments (see below)	\$	92,650
TOTAL	\$	106,150

Shares for participating governments:

	Population (OFM 2021 est)	% of Population	Grouped by Population Size
Auburn	10,050	1%	\$ 2,000
Dupont	9,605	1%	\$ 2,000
Edgewood	13,000	1%	\$ 2,000
Fife	10,360	1%	\$ 2,000
Fircrest	6,860	1%	\$ 2,000
Gig Harbor	11,490	1%	\$ 2,000
Lakewood	60,330	7%	\$ 7,000
Milton	6,845	1%	\$ 2,000
Orting	8,675	1%	\$ 2,000
Puyallup	43,040	5%	\$ 5,000
Puyallup Tribe	6,000	1%	\$ 1,000
Steilacoom	6,555	1%	\$ 1,000
Sumner	10,500	1%	\$ 2,000
Tacoma	214,700	24%	\$ 20,000
University Place	33,730	4%	\$ 5,000
Unincorporated Pierce Co	436,840	49%	\$ 41,000
TOTAL	888,580		\$ 98,000

YEAR 2 (2022) - 1.5 FTE
16 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
Direct Expenses - travel, phone, postage	\$	12,420
Insurance	\$	15,000
Space	\$	12,000
SubTotal	\$	266,446
10% Overhead/Administration Fee	\$	26,645
TOTAL	\$	293,090

Revenue Budget

Outside sources (Philanthropy, aligned organizations)	\$	15,000
Office Space (in-kind donation)	\$	12,000
Shared among participating governments (see below)	\$	266,090
TOTAL	\$	293,090

Shares for participating governments:

	Population (OFM 2021 est)	% of Population	Grouped by population size
Auburn	10,050	1%	\$ 5,000
Dupont	9,605	1%	\$ 5,000
Edgewood	13,000	1%	\$ 5,000
Fife	10,360	1%	\$ 5,000
Fircrest	6,860	1%	\$ 3,000
Gig Harbor	11,490	1%	\$ 5,000
Lakewood	60,330	7%	\$ 20,000
Milton	6,845	1%	\$ 3,000
Orting	8,675	1%	\$ 5,000
Puyallup	43,040	5%	\$ 12,000
Puyallup Tribe	6,000	1%	\$ 3,000
Steilacoom	6,555	1%	\$ 3,000
Sumner	10,500	1%	\$ 5,000
Tacoma	214,700	24%	\$ 60,000
University Place	33,730	4%	\$ 12,000
Unincorporated Pierce Co	436,840	49%	\$ 120,000
TOTAL	888,580		\$ 271,000

YEAR 3 (2023) - 1.5 FTE
16 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
Direct Expenses - travel, phone, postage	\$ 12,855
Insurance	\$ 15,000
Space	\$ 12,000
SubTotal	\$ 274,826
10% Overhead/Administration Fee	\$ 27,483
TOTAL	\$ 302,309

Revenue Budget

Outside sources (Philanthropy, aligned organizations)	\$ 15,000
Office Space (in-kind donation)	\$ 12,000
Shared among participating governments (see below)	\$ 275,309
TOTAL	\$ 302,309

Shares for participating governments:

	Population (OFM 2021 est)	% of Population	Grouped by population size
Auburn	10,050	1%	\$ 5,175
Dupont	9,605	1%	\$ 5,175
Edgewood	13,000	1%	\$ 5,175
Fife	10,360	1%	\$ 5,175
Fircrest	6,860	1%	\$ 3,105
Gig Harbor	11,490	1%	\$ 5,175
Lakewood	60,330	7%	\$ 20,700
Milton	6,845	1%	\$ 3,105
Orting	8,675	1%	\$ 5,175
Puyallup	43,040	5%	\$ 12,420
Puyallup Tribe	6,000	1%	\$ 3,105
Steilacoom	6,555	1%	\$ 3,105
Sumner	10,500	1%	\$ 5,175
Tacoma	214,700	24%	\$ 62,100
University Place	33,730	4%	\$ 12,420
Unincorporated Pierce Co	436,840	49%	\$ 124,200
TOTAL	888,580		\$ 280,485

ATTACHMENT B

From: Bruce Dammeier [<mailto:bruce.dammeier@piercecounitywa.gov>]

Sent: Friday, July 9, 2021 2:03 PM

To: John Howell <john@cedarrivergroup.com>; 'Woodards, Victoria' <victoria.woodards@cityoftacoma.org>; kroscocoe@cityoffife.org; nbackus@auburnwa.gov; mayorbill@sumnerwa.gov; 'Julie Door' <jdoor@ci.puyallup.wa.us>; 'Kit Kuhn' <KuhnK@cityofgigharbor.net>; Annette.Bryan@puyalluptribe-nsn.gov; Bruce Dammeier <bruce.dammeier@piercecounitywa.gov>; Ryan Mello <ryan.mello@piercecounitywa.gov>; Jani Hitchen <jani.hitchen@piercecounitywa.gov>; 'William Pugh' <wpugh@sumnerwa.gov>; jpalmer@ci.puyallup.wa.us; deidinger@hotmail.com; townclerk@rustonwa.org; mayor@townofwilkeson.com; Don Anderson <DAAnderson@cityoflakewood.us>; mayor@carbonado.org; mayor@eatonville-wa.gov; south_prairie <south_prairie@yahoo.com>; hgeorge@cityoffircrest.net; sstyronsherrell@cityofmilton.net; lguier@ci.pacific.wa.us; pjohnson@cityofbuckley.com; jpenner@cityoforting.org; kkeel@cityofup.com; mayor@cityofroywa.us; johnsonn@ci.bonney-lake.wa.us; mayor@cityofedgewood.org; calendar@brucedammeier.com; 'Anderson, Donald L.' <DAAnderson@Eisenhowerlaw.com>; RFrederick@dupontwa.gov; cbelleci@CityofUP.com; dick.muri@ci.steilacoom.wa.us

Cc: 'Griffith, Allyson' <AGriffith@cityoftacoma.org>; 'Brian Wagner' <BWagner@ci.puyallup.wa.us>; 'Jessica M. Johnson' <jmjohnson@ci.puyallup.wa.us>; Tiffany Speir <tspeir@cityoflakewood.us>; Vy Yun <vy.yun@piercecounitywa.gov>; 'Medlen, Felicia' <FMedlen@ci.tacoma.wa.us>; Katie Baker <kbaker@puyallupwa.gov>; Rebecca Chapman <rebecca.chapman@piercecounitywa.gov>; 'Carl Desimas' <DesimasC@cityofgigharbor.net>; sfriddle@cityoffife.org; 'Joanne Gutierrez' <Joanne.Gutierrez@PuyallupTribe-nsn.gov>; Katrina Knutson <knutsonk@cityofgigharbor.net>; Mike Kruger <mike.kruger@piercecounitywa.gov>; michael_shaw@comcast.net; SLarson <SLarson@cityoforting.org>; 'Briahna Murray' <BMurray@gth-gov.com>; Evan Koepfler <evan.koepfler@piercecounitywa.gov>; Joseph van Dyk <joseph.vandyk@piercecounitywa.gov>; 'Nowman, Nicole' <nicole.nowman@cityoftacoma.org>; 'Dana Hinman' <dhinman@auburnwa.gov>; Taylor Jones <tjones@cityoffife.org>; Libby Catalinich <libby.catalinich@piercecounitywa.gov>; 'Jeff Tate' <jtate@auburnwa.gov>; Mkooistra1@gmail.com; 'Andrew Strobel' <Andrew.Strobel@PuyallupTribe-nsn.gov>; 'Robinson, Jeff' <jrobinson@cityoftacoma.org>; Istewart <Istewart@cityoftacoma.org>; 'Murillo, Daniel' <dmurillo@cityoftacoma.org>; Heather Moss <heather.moss@piercecounitywa.gov>; Annette Swillie <annette.swillie@piercecounitywa.gov>; 'Harding, Melanie' <melanie.harding@ci.tacoma.wa.us>; Ali Modarres <modarres@uw.edu>; 'Azcueta, Erica' <eazcueta@cityoftacoma.org>; Bryan Schmid <bryan.schmid@piercecounitywa.gov>; Chris Carlson <chris.carlson@piercecounitywa.gov>; 'Colon, Jacques' <JColon@ci.tacoma.wa.us>; John Barbee <john.barbee@piercecounitywa.gov>; 'Jumper, Tanisha' <tjumper@ci.tacoma.wa.us>; 'O'Hanlon, Alisa' <AOHanlon@ci.tacoma.wa.us>; 'Brenda Fritsvold' <Brenda@ci.puyallup.wa.us>; 'Gallagher, Anita' <Anita.Gallagher@cityoftacoma.org>; 'Babbitt, Patrick' <PBabbitt@cityoftacoma.org>; paul.loveless <paul.loveless@ci.steilacoom.wa.us>

Subject: SSHAP Intergovernmental Agreement recommended for approval

To All Pierce County Governments,

On behalf of the South Sound Housing Affordability Partners (SSHA3P) I am excited to forward along to you a final draft Intergovernmental Agreement (IGA) for your review and consideration. This represents a

big step toward working collaboratively across city, county and tribal boundaries to increase the supply of affordable, attainable and accessible housing for all Pierce County residents.

Our steering committee of elected officials from across the region have been working on this Agreement for the past several months. We sent an earlier draft version to every government in the county. The process of developing the attached final IGA included review by many elected officials, staff, and attorneys of governments who have been discussing SSHA3P. Edits were made to incorporate the feedback provided.

We are sending you both a clean and track changes version of the agreement. The track changes show the edits that were made to the document that was sent out earlier.

At this week's meeting the SSHA3P Steering Committee approved the attached draft with a recommendation that it be adopted by all governments wanting to join SSHA3P. We are hopeful that councils that want to join SSHA3P will take action in July or early August so we can begin this important work together.

If you have any questions about this document, or you would like staff or Steering Committee members to attend your Council meeting to discuss this agreement, please let us know. You can contact either Bryan Schmid (bryan.schmid@piercecounitywa.gov) or John Howell (john@cedarrivergroup.com).

Thank you,

A handwritten signature in blue ink, appearing to read 'B. Dammeier', with a stylized flourish at the end.

Bruce F. Dammeier
Pierce County Executive

SSHA3P Steering Committee Members: Mayor Don Anderson, Mayor Nancy Backus, Councilmember Annette Bryan, Executive Bruce Dammeier, Mayor Julie Door, Mayor Kit Kuhn, Councilmember Ryan Mello, Mayor Josh Penner, Mayor Kim Roscoe, and Mayor Victoria Woodards



SOUTH SOUND HOUSING AFFORDABILITY PARTNERS

Shaping Pierce County's Future by Creating Access to Affordable and Attainable Housing

TO: SSHA³P Steering Committee
FROM: Staff Work Group
DATE: June 30, 2021

The SSHA³P Staff Working Group has had initial discussion about ideas for “jump starting” projects/activities that SSHA³P members could support, using American Rescue Plan Act (ARPA) funds. We have reviewed the revenue that will be coming to Pierce County governments per ARPA. As you know, local governments have wide discretion to use these funds within ARPA’s authorized categories, including preserving and expanding affordable housing. Attached is a summary of ongoing and potential housing and homelessness programs and funding sources in Pierce County.

Assuming that SSHA³P’s formal organization is soon to stand up, the Working Group has compiled a list of items that SSHA³P could seek funding for from its members’ combined ARPA allocations. The purpose behind ARPA and the intention that its local government funds are for one-time expenditures lend them to use, at least in part, for new affordable housing capacity. SSHA³P’s hope for capital projects could be realized faster than originally thought.

The following provides some initial thoughts about how ARPA funds could be used for activities that SSHA³P member governments could choose to support. Eligible uses of the funding could include:

- Support for new homeowners in the form of down payment assistance, etc.
- Sustaining existing homeowners who are vulnerable to lose their homes
- Outreach initiative to enroll seniors in the property tax relief program
- Funding for senior housing development
- Acquisition of site around future high-capacity transit areas
- Funding for “shovel-ready” affordable housing developments that may not score high enough to get awarded funding in the next Dept. of Commerce Housing Trust Fund or the local consortium’s HOME fund allocations.

This is not intended to be an exhaustive or comprehensive list of possibilities, but it does provide a starting point for the conversation. We would welcome the Steering Committee’s reaction to this list and any additional ideas you may have. We look forward to exploring this more with the SSHA³P Steering Committee.

Housing and Homelessness Efforts and Funds Summary

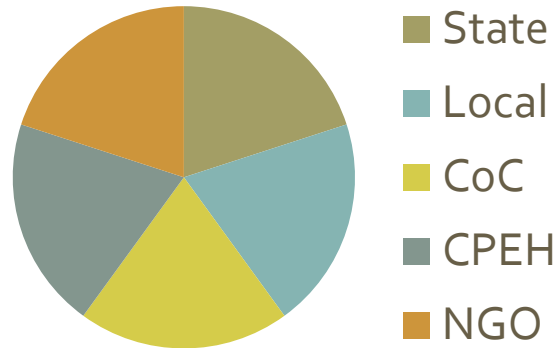
SSHAP, Pierce County CPEH, Tacoma-Lakewood-
Pierce County Continuum of Care, ARPA, and more



Tiffany Speir, Long Range & Strategic Planning Manager

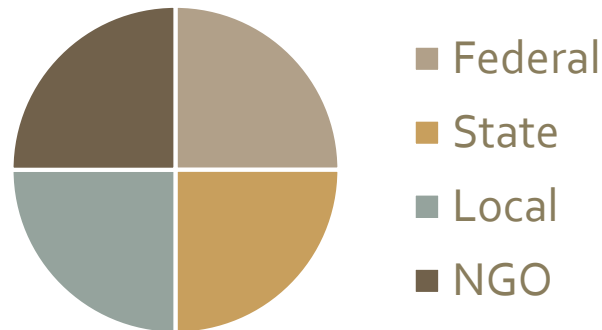
There are multiple efforts and funding sources currently available related to affordable housing and homelessness in Pierce County

Housing Efforts



- Pending New Efforts:
- Regional per State Law, VISION 2050, CPPs
 - SSHA³P

Funding



- Pending New Funding:
- ARPA (Federal)
 - ARPA (State)
 - ARPA (Local)
 - SSHA³P (Regional)

There are multiple efforts and funding sources currently available related to affordable housing and homelessness in Pierce County

South Sound Housing Affordability Partners (SSHA³P)

“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.”

There are multiple efforts and funding sources currently available related to affordable housing and homelessness in Pierce County

Tacoma/Lakewood/Pierce County Continuum of Care (CoC)

Continuum of Care Oversight Committee

The Tacoma/Lakewood/Pierce County Continuum of Care Oversight Committee provides guidance and input on the implementation of the Plan to End Homelessness. The committee consists of representatives from a variety of sectors, including local government, public housing authorities, schools, health care, law enforcement and faith based communities.

Promoting community wide commitment to ending homelessness through policy and resource alignment by implementing activities to achieve the goals and objectives of the 2012 Plan to End Homelessness and subsequent Strategic Plans.

There are multiple efforts and funding sources currently available related to affordable housing and homelessness in Pierce County

Tacoma-Lakewood-Pierce County Continuum of Care Five Year Plan to Address Homelessness (December 2019)

Strategic Priority Area #1:

HOUSING: Maximize the use of existing housing while advocating for additional housing resources and more affordable housing.

Strategic Priority Area #2:

STABILITY: Support the stability of individuals experiencing homelessness and those recently housed.

Strategic Priority Area #3:

SYSTEM AND SERVICE IMPROVEMENTS: Create a more responsive, accessible Homeless Crisis Response System.

Strategic Priority Area #4:

COMMUNITY PARTNERSHIPS: Optimize and leverage internal and external partnerships to better prevent and address homelessness.

Strategic Priority Area #5:

THE CONTINUUM OF CARE: Grow awareness of the CoC's purpose and plan, and serve as a central advocacy and coordinating body for addressing homelessness in Pierce County.

There are multiple efforts and funding sources currently available related to affordable housing and homelessness in Pierce County

Pierce County Resolutions 2021-30S and 2021-82 (Comprehensive Plan to End Homelessness (CPEH))

The Ad Hoc Committee shall consist of ten members: Three members representing the Pierce County Human Services Department; two members representing the Continuum of Care Committee; one member representing the City of Tacoma; one member representing the City of Puyallup; one member representing the City of Lakewood; and two members representing the Tacoma Pierce County Coalition to End Homelessness. At least one member of the Ad Hoc Committee shall represent those with the lived experience of homelessness.

The Pierce County Council directs the Pierce County Department of Human Services to implement the Action Plan as presented by the Comprehensive Plan to End Homelessness Ad Hoc Committee. The Pierce County Department of Human Services shall report back to the Pierce County Council, by no later than December 1, 2021, with a draft Comprehensive Plan to End Homelessness (CPEH.)

There are multiple efforts and funding sources currently available related to affordable housing and homelessness in Pierce County

Pierce County Resolutions 2021-30S and 2021-82 (End of “Street Homelessness” by 11/1/21)

The Pierce County Council is committed to building immediate capacity in Pierce County’s homelessness response system so that every person enduring homelessness has access to safe shelter by November 1, 2021.

The Pierce County Department of Human Services shall report back to the Pierce County Council, by no later than August 1, 2021, with recommendations to increase immediate capacity in the homelessness response system.

There are multiple efforts and funding sources currently available related to affordable housing and homelessness in Pierce County

American Rescue Plan Act (ARPA)

Title III - Committee on Banking, Housing, and Urban Affairs

- **Emergency Rental Assistance:** \$21.55 billion in Emergency Rental Assistance to augment funds provided to states, localities, and territories in December to help families pay the rent and utilities and stay in their homes.
- **Housing Counseling:** \$100 million for housing counseling, which will be distributed to housing counseling organizations through NeighborWorks. This funding will allow counselors to help both homeowners and renters remain in their homes and avoid being faced with overwhelming debt burdens.
- **Mortgage and Utility Assistance:** \$9.961 billion in funding through the Department of Treasury to states, territories, tribes, and tribally designated housing entities to provide direct assistance to homeowners.

There are multiple efforts and funding sources currently available related to affordable housing and homelessness in Pierce County

American Rescue Plan Act (ARPA)

Title III - Committee on Banking, Housing, and Urban Affairs

- **Assistance for People Experiencing Homelessness:** \$5 billion to help communities provide supportive services and safe, socially distant housing solutions, including purchase of properties like motels for use as non-congregate shelter, to protect the health of these families and individuals and help control transmission of coronavirus.
- **Emergency Housing Vouchers:** \$5 billion for emergency housing vouchers will transition high-need homeless and at-risk families, youth, and individuals, including survivors of domestic violence and human trafficking, to stable housing. This will provide a more stable platform to access health care, education, and jobs. Emergency housing vouchers will expire after these assisted families no longer need them.
- **Fair Housing:** \$20 million to help fair housing organizations meet increased fair housing needs.

There are multiple efforts and funding sources currently available related to affordable housing and homelessness in Pierce County

American Rescue Plan Act (ARPA)

State and Local Fiscal Aid:

- \$350 billion to States, territories, Tribes, and local governments to be used for responding to the COVID-19 public health emergency, to offset revenue losses, bolster economic recovery and to provide premium pay for essential workers.
- \$10 billion Critical Infrastructure Projects program to help States, territories, and Tribal governments carry out critical capital projects directly enabling work, education, and health monitoring, including remote options, in response to COVID-19.

State and local fiscal relief funds can be used for local economic recovery purposes, including **assistance to households**, small businesses and nonprofits, assistance to hard-hit industries like tourism, travel, and hospitality, and infrastructure investment.

Per Treasury:

- Obligate ARPA funds by 12/31/2024
- Exhaust funds/complete projects by 12/31/2026

There are multiple efforts and funding sources currently available related to affordable housing and homelessness in Pierce County

American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)

Coronavirus State and Local Fiscal Recovery Funds allow for a broad range of uses to address the disproportionate public health and economic impacts of the crisis on the hardest-hit communities, populations, and households. Eligible services include:

- **Investments in housing and neighborhoods**, such as services to address individuals experiencing homelessness, affordable housing development, housing vouchers, and residential counseling and housing navigation assistance to facilitate moves to neighborhoods with high economic opportunity.

Per Treasury:

- Obligate ARPA funds by 12/31/2024
- Exhaust funds/complete projects by 12/31/2026

There are multiple efforts and funding sources currently available related to affordable housing and homelessness in Pierce County

American Rescue Plan Act (ARPA) CSLFRF

Negative Economic Impact

Eligible Uses	Details (p. 21-38)
Hardest-hit Communities (IFR p. 34)	<ul style="list-style-type: none">• Investing in socioeconomic disparities, housing/communities• Addressing disparities in education

ARPA Expenditure Presumption of Eligibility inside Qualified Census Tracts (QCT)

- Direct cash and loan interventions
- Housing and Community Development
- Homelessness

Governments may use CSLFRF to support these additional services if they are provided:

- within a Qualified Census Tract (a low-income area per HUD);
- to families living in Qualified Census Tracts;
- by a Tribal government; or,
- to other populations, households, or geographic areas disproportionately impacted by the pandemic.

There are multiple efforts and funding sources currently available related to affordable housing and homelessness in Pierce County

American Rescue Plan Act (ARPA) CSLFRF

Invitation to join multi-jurisdictional call May 27th with Pierce County and other cities:

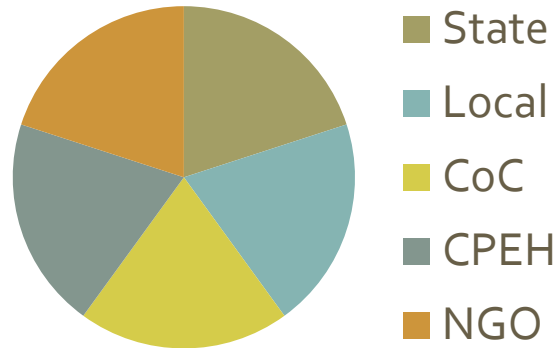
“This is important work, but it is best done with a common understanding of all the ARPA funding and other resources coming into our community. For many issues, we know a collaborative, regional response is the most effective way to rebuild Pierce County.

We invite you to join us for a virtual meeting where we can:

- (1) provide background on ARPA and the resources coming to our communities;
- (2) share what we [the County] have already funded; and
- (3) discuss further plans, including shared priorities.”

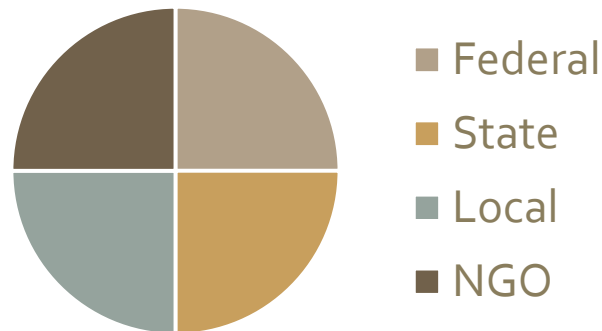
There are multiple efforts and funding sources currently available related to affordable housing and homelessness in Pierce County

Housing Efforts



- Pending New Efforts:
- Regional per State Law, VISION 2050, CPPs
 - SSHA³P

Funding



- Pending New Funding:
- ARPA (Federal)
 - ARPA (State)
 - ARPA (Local)
 - SSHA³P (Regional)



TO: City Council
FROM: Tiffany Speir, Long Range & Strategic Planning Manager
THROUGH: Tho Kraus, Deputy City Manager *Tho Kraus*
DATE: July 19, 2021
SUBJECT: American Rescue Plan Act (ARPA) Program Status Update

BACKGROUND

At its March 27 retreat, the City Council established its initial ARPA program policy direction and prioritized a number of items for funding. The Council also directed the City to conduct a community engagement effort to incorporate stakeholder, partner and public input into the final decisions about how to best spend the City's \$13.77M ARPA funds.

DISCUSSION

Community Engagement

The ARPA intern, Ted Thelin, began work on July 12. Ted will focus his initial efforts on community engagement and establishing community contacts, and then will work responsively to City Council direction later this fall through the end of the year. He will be supervised by Tiffany Speir and also work with Becky Newton, Jim Kopriva and Brian Humphreys on various ARPA-related efforts.

The City continues its ARPA community engagement efforts. As of July 19:

- www.cityoflakewood.us/ARPA live
- Call for feedback information at Farmers' Markets and Summer Concert Series ongoing
- Outreach completed at:
 - Lakewood's Promise
 - Community Collaboration
 - Youth Council
 - Parks and Recreation Advisory Board
 - Lakewood Multicultural Coalition
 - Coffee with the Mayor
 - Lakewood Multicultural Committee
 - Special Planning Commission, CSAB, LASA, Comprehensive Life Resources meeting
 - Stakeholder Summit with Neighborhood Assns., Public Agency Partners, and Muni Partners
- Outreach scheduled at:
 - Lakewood Historical Advisory Group (7/22)
 - Lakewood Arts Commission (8/2)
 - Public Safety Advisory Commission (8/4)

ARPA Collaborations update

- The City is supporting Clover Park High School's 2021 Youth Warriors for Change program in partnership with Communities in Schools Lakewood and Clover Park School District.
- The City is reviewing the term sheet for the purchase of a hotel on conjunction with Tacoma and Pierce County for use as emergency housing through 2023 and then transition in 2024 as permanent supportive housing.
- Lakewood has committed to leveraging ARPA funds in partnership with Pierce County and cities (specific expenditures TBD)
- Lakewood is in communications with Pierce County to coordinate business services navigation services either within an SBA-funded "Community Navigator" program or as part of a County-run and funded system.

Report Back to City Council

Schedule to bring the results of the Community Engagement efforts to the City Council:

- August 23: Initial presentation of compiled Community Engagement Feedback and review of draft Resolution* formalizing City Council policies and priorities for ARPA funds
- September 7: Public hearing on draft Resolution
- September 14: City Council study session to discuss public feedback at hearing on Resolution and finalize policies and priorities
- September 21: Action to adopt ARPA Resolution

* Amendments to the City Budget to recognize ARPA revenues and expenditures will be made as part of the biennial budget adjustment process.

Use of ARPA Funds Discussed to Date

2021 ARPA Traunch #1: \$6,883,118

- 1% dedication to CSAB for 2022 allocation: \$68,830 (Directed by City Council on March 27)
- Warriors for Change: \$68,450 (Discussed and agreed to by consensus by City Council on June 7)
- HVAC Bipolar ionization install for City facilities: \$165,000 (Discussed by City Council on March 27)
- Purchase of Comfort Inn for homeless shelter with Tacoma and Pierce County: \$1,000,000 (Direction to continue negotiations from City Council on June 28)
- Staffing restoration in 2022 (4 commissioned police officers, 1 maintenance worker): \$544,000
- Police Body Cameras: \$337,000 for purchase of equipment (Discussed by City Council on July 12 and July 19)
- Lost City revenue: \$TBD


TOTAL Identified from 2021 ARPA Traunch #1 as of 7/13/21: \$2,183,280

REMAINING in 2021 ARPA Traunch #1 as of 7/13/21: \$4,699,838



TO: Mayor and City Councilmembers

FROM: Courtney Brunell, Planning Manager and David Bugher, Assistant City Manager

THROUGH: Tho Kraus, Deputy City Manager 

DATE: July 19, 2021

SUBJECT: WSH Master Facilities Plan and SEPA Environmental Review

Purpose: The purpose of this memorandum is to provide an update on the Western State Hospital (WSH) Master Facilities Plan, LU-20-00027 and SEPA Environmental Review, LU-20-00030. A revised application was submitted to the Community and Economic Development Department on May 12, 2021.

Background: On February 14, 2020 DSHS submitted a plan to update the current WSH Master Plan. The application was deemed complete on May 25, 2020 and the City completed a 30 day comment period from June 10- July 10, 2020. During the public comment period, the City received 20 public comments, 10 agency comments and 54 comments via social media. The City issued a correction letter on July 21, 2021 requesting revisions to the master plan document. The revised document was received on May 12, 2021.

The City held a second pre-threshold comment period due to the amount of time that had lapsed between the City's issued correction letter and receipt of the revised documents. The second comment period was held from June 7, 2021 -July 9, 2021. During the second comment period the City received an additional 68 public comments, 4 agency comments and 6 comments via social media. Between both comment periods the City received a total of 88 public comments, 16 agency comments and 61 social media comments. All of the comments have been posted on the dedicated project webpage: wshmasterplan.org. Copies of the comments were sent to DSHS on July 13, 2021.

Application Review: The Master Plan update proposes an expansion of the hospital capacity, including:

1. A new 350-bed forensic hospital on the property. This will require the demolition of several existing buildings on site;

2. A new 18-bed residential cottage at the CSTC; and
3. A new community residential treatment facility (RTF) of 48 beds, contingent on completion of a parallel study to site community facilities throughout the region. An RTF means a facility in which 24-hour on-site care is provided for the evaluation, stabilization, or treatment of residents for substance use, mental health, co-occurring disorders, or for drug exposed infants (WAC 246-337-005).

Long term, the state's goal is to transition the hospital to serve primarily forensic patients (those who have been processed through the criminal justice system) and fewer civil commitment patients, which make up the majority of the approximately 850 patients on site today.

To support the new buildings, infrastructure and circulation improvements are also included in the proposal.

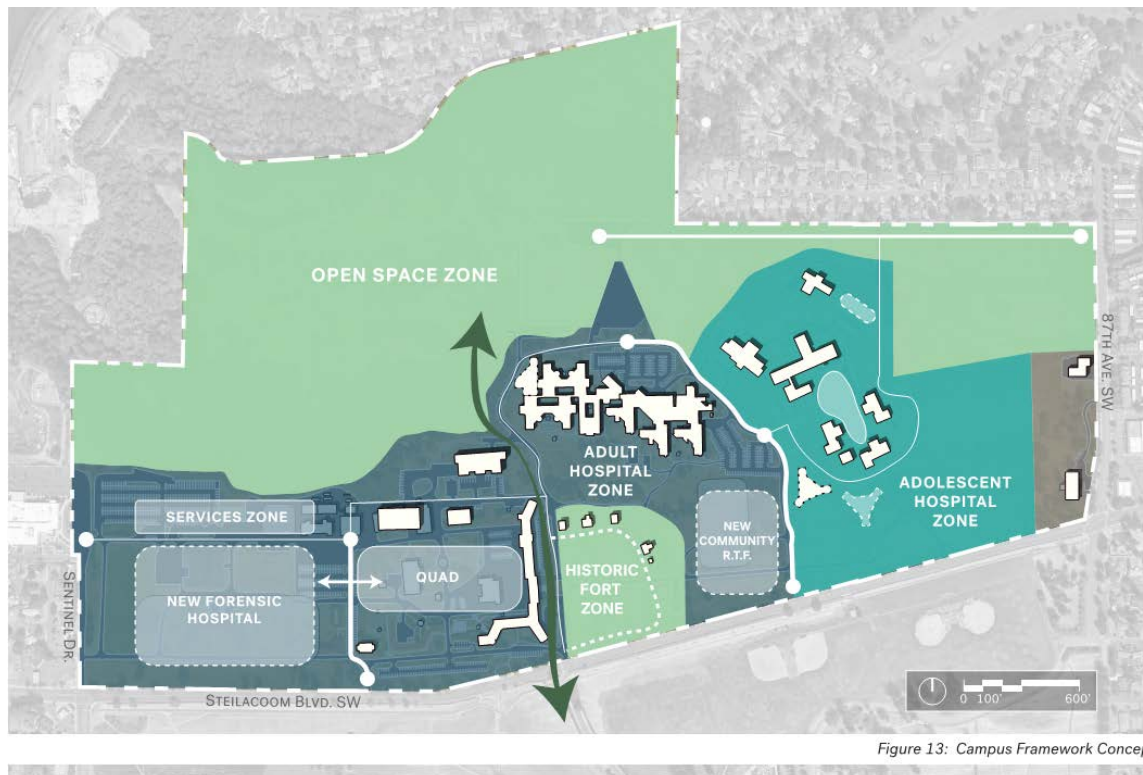


Figure 13: Campus Framework Concept

Application Details:

Applicant and Applicant Agents: Bob Hubenthal, DSHS; Eric Ridenour, SRG Partnership.

Project Location: 9601 Steilacoom Blvd SW (APN#0220283026; -027; 0220321007; 0220321022).

Zoning: Public Institutional (PI). WSH and the CTSC are both essential public facilities.

Date Permit Application Received: February 14, 2020.

Date Application Deemed Complete: May 26, 2020.

Correction Letter Issued: July 21, 2020.

Date Resubmission Received: May 12, 2021.

Permits required: Master Facilities Plan, Design Review, Building Permits, Plumbing/Mechanical Permits, Electrical Permits by L & I, Site Development Permits, Right-of-Way Permit, Tree Removal Permit, Water Main Extension, and Sanitary Sewer Extension.

SEPA Lead Agency: City of Lakewood.

Public Outreach: Lakewood sought robust public comment and participation during the consideration of the WSH Master plan and related SEPA review, including:

- Local governments, tribes and agencies within the area WSH serves;
- Local and regional community and cultural organizations;
- Impacted workers unions;
- Health advocacy organizations;
- All City of Lakewood neighborhood associations;
- All property owners within 1000 feet of property;
- Posting in *The News Tribune*; and
- Posting on social media, the City's website, and City Manager's Bulletin; and
- Physical notice board posted on site.

Important Dates/Next Steps:

Due to SEPA rules, the City has up to 120 days to issue a threshold determination from the date of complete application. Pursuant to LMC 18A.20.050 the City issued a *Notice of Delayed Decision* notifying DSHS that we would be extending our review time an additional 30 days to accommodate a second public comment period. At this point, we are required to make a threshold determination no later than the week of August 16th. To assist with the threshold determination the City has hired Berk Consulting to review all of the public comments received and SEPA documents. Should the City's threshold determination be appealed, a hearing would be set within

Next Steps	Date
City issues threshold determination. A fourteen day comment period begins.	August, 2021
A Twenty-one (21) day appeal period begins at the conclusion of the comment period.	<i>Tentative</i> August, 2021
City Schedules public hearing date for Master Facility Plan.	<i>TBD</i>
Public Hearing notice sent 15-30 days prior to public hearing	<i>TBD</i>
City holds public hearing	<i>TBD</i>

Attachments:

1. List of Public Comments received during both public comment period

Western State Hospital Master Plan Comment Matrix

The City of Lakewood received a proposed update to the Western State Hospital (WSH) Master Plan in fall 2020 that includes the complete reconstruction of the hospital and its campus near Fort Steilacoom Park. Lakewood is the lead agency for environmental review of the proposal under the State Environmental Policy Act (SEPA). A Revised Master Plan application and Revised SEPA Checklist were submitted to Lakewood in May 2021. The City reopened public comment on both documents between June 7 and July 7, 2021. The period was extended to July 12, 2021 to account for unanticipated downtime of the City's web portal. The comments submitted from June 7 to July 12 are identified in the matrix below in summary fashion by the name, topics, and date of the letters/comments. The full set of comments are available, here: <https://wshmasterplan.org/view-public-comments>. The City is reviewing these comments along with the revised application material as the City considers a threshold determination under SEPA.

Western State Hospital Master Plan Comment Matrix

	Last Name	Full Name	Comment Topic Summary	Date
1	Adams	Ross Adams	request for notifications	6/12/2021
2	Agee	Jackie Agee	forest habitat clearance	6/24/2021
3	Andersen	Carol and Steve Andersen	request project notifications	6/14/2021
4	Bailey	Andrea Bailey	support for mentally ill population	6/21/2021
5	Bell	Jane Bell	opposition, siting, community safety	6/10/2021
6	Benedetti	Karla Benedetti	concern, siting	6/11/2021
7	Bergman	Zach Bergman	disc golf	6/15/2021
8	Boguszewski	Betty Boguszewski	opposition, community safety	7/10/2021
9	Bolstad	Maribeth Bolstad	siting, community safety	6/19/2021
10	Boucher	Jennifer Boucher	siting, community safety	6/20/2021
11	Campbell	Carol Campbell	support	7/7/2021
12	Campbell	Kevin Campbell	opposition, community safety, state mismanagement	7/12/2021
13	Chamberlain	Gina Chamberlain	mental health support	6/13/2021
14	Clauson	Sandra Clauson	opposition, cost, ineffectiveness of WSH system	6/21/2021
15	Dean	Melissa Dean	reintegration of patient population, group homes, community safety	6/29/2021
16	Disability	Disability Rights Washington	opposition to demolition of Fort Steilacoom Competency Restoration Program facility	7/9/2021
17	Eshelman	Virginia Eshelman	request project notifications and documents	6/16/2021

	Last Name	Full Name	Comment Topic Summary	Date
18	Facebook	Facebook comment thread (multiple commenters)	skepticism of need for new facility, support for upgrade	6/12/2021
19	Ferguso	Pamela Ferguso	mental illness treatment, criminalization of mental illness	7/2/2021
20	Fife	City of Fife	no comment	6/29/2021
21	Gallinatti	James and Linda Gallinatti	opposition, siting, community safety	6/11/2021
22	Garcia	Thomas Garcia	disc golf	6/15/2021
23	Godmintz	Joanne Godmintz	opposition, facility population	6/19/2021
24	Gorley	Judy Gorley	support for mentally ill population	6/19/2021
25	Graham	Jordan Graham	siting, property values	7/2/2021
26	Happy	Rita Happy-Wheeler	historic preservation, siting	6/18/2021
27	Harris	Angela Harris	support for incarceration of mentally ill offenders	7/7/2021
28	Helland	Doug Helland	opposition, siting, community safety	7/9/2021
29	Historic	John McPherson, Historic Fort Steilacoom Association	support, historic preservation, site plan design	6/21/2021
30	Historic	Joe Lewis, Historic Fort Steilacoom Association	support, historic preservation, site plan design	6/25/2021
31	Hoglund	Jordan Hoglund	disc golf	6/13/2021
32	Jones	Patricia Jones	opposition, siting	6/11/2021
33	Keller	Anthony Keller	opposition, siting	6/13/2021
34	Lebegue	Breck Lebegue MD MPH	stepdown facilities, appearance and massing of buildings, landscaping	7/1/2021
35	Mack	Dennis Mack	oppose expansion beyond current footprint	6/19/2021
36	Mandeville	Kathy Mandeville	opposition, siting, community safety	6/11/2021
37	Matsukawa	Jennifer Matsukawa	opposition, community safety	6/21/2021
38	Mey	Sundegna Mey	opposition, siting, relocation, community safety	6/21/2021
39	Micone	Patty Micone	opposition, siting	6/11/2021
40	Mona Watson	Mona Watson	siting, community safety	6/22/2021
41	Morones	Joyce Morones	siting, community safety, facility security	7/3/2021
42	Munoz	Edward Munoz	park, disc golf	6/13/2021
43	Myers	Stephen Myers	opposition, siting	6/11/2021

	Last Name	Full Name	Comment Topic Summary	Date
44	Myers	Stephen Myers	opposition, siting	6/22/2021
45	P	G P	support, institution name	6/22/2021
46	Peltor	Van Peltor	disc golf	6/14/2021
	Pierce Transit	Pierce Transit	bus stop, commuters	7/7/2021
47	PSCAA	Puget Sound Clean Air Agency	environmental regulations	6/7/2021
48	Public Works	City of Lakewood Public Works	traffic, bridge, future coordination	7/8/2021
49	Radzynski	John Radzynski	community safety, nuisances	7/10/2021
50	Reid	Christopher Reid	opposition, facility population	6/19/2021
51	Saylor	Maureen Saylor	support, hospital improvements	6/21/2021
52	Scott	Devin Scott	facility design, security, staff and patient safety	6/10/2021
53	Scott	Devin Scott	facility design, security, communication systems	6/14/2021
54	Shehan	Linda Shehan	opposition, siting	6/14/2021
55	Slusarenko	Meaghan Slusarenko	opposition, siting, community safety	6/15/2021
56	Smith	Lawrence Smith	opposition, siting, community safety	7/2/2021
57	Thompson	Harriett Thompson-Triquant	opposition, siting, community safety	6/10/2021
58	Thorne	Jan Thorne	opposition, siting, community safety	6/11/2021
59	Thornton	Mary Thornton	support for mentally ill population	6/21/2021
60	Trahan	Nicole and Mark Trahan	siting, community safety	6/11/2021
61	Troy	Kent Troy	reintegration of patient population	7/2/2021
62	Trueit	Jennifer Trueit	opposition	6/19/2021
63	Tyre	Diana Tyre	opposition, community safety	6/22/2021
64	Vonderscheer	Eric A Vonderscheer	opposition, siting, community safety, statewide resources for mentally ill	6/21/2021
65	Vonderscheer	Eric A Vonderscheer	public comment period, siting, community safety, reintegration of patient population, concentration of mental health facilities in Pierce County	7/9/2021
66	Wells	Michele Wells	opposition, mentally ill population	6/24/2021
67	Winchel	Jennifer Winchel	opposition, siting	6/20/2021