



LAKWOOD CITY COUNCIL AGENDA

Monday, October 18, 2021

7:00 P.M.

City of Lakewood

Lakewood City Council meetings will be conducted remotely and NOT IN PERSON at this time.

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 or Testimony on Public Hearings 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 or Public Hearings 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 during the Public Comment and at each Public Hearing.

By ZOOM: For those using the ZOOM link (<https://us02web.zoom.us/j/86872632373>), upon entering the meeting, please enter your name or other chosen identifier. Use the "Raise Hand" feature to be called upon by the Mayor during the Public Comments or Public Hearings 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 and Public Hearings, all attendees on ZOOM will continue to have the ability to virtually raise your hand for the duration of the meeting. You will not be acknowledged and your microphone will remain muted except for when you are called upon.

Page No.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS AND PRESENTATIONS

- (4) 1. Proclamation recognizing October as National Disability Employment Awareness month. – *Yvonne McClurkin, Professional Contract Services, Inc.*
- (5) 2. Proclamation declaring October 21, 2021 as Community Conflict Resolution Day.

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.

PUBLIC COMMENTS**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 September 20, 2021.
- (12) B. Approval of the minutes of the City Council study session of September 27, 2021.
- (16) C. Motion No. 2021-64
- Authorizing the execution of an interlocal agreement between the cities of Lakewood, University Place, the Town of Steilacoom and Pierce County Fire District 3 for Emergency Management services.
- (23) D. Motion No. 2021-65
- Confirming the appointment of Lisa Mansfield as Municipal Court Judge and authorizing the execution of an agreement with Lisa Mansfield to fill the Municipal Court Judge term ending December 31, 2025.
- (27) E. Motion No. 2021-66
- Authorizing the execution of a collective bargaining agreement with the Lakewood Police Independent Guild for the period of January 1, 2021 through December 31, 2022.
- (77) F. Motion No. 2021-67
- Authorizing the execution of an agreement with D.A. Hogan and Associates, Inc., in the amount of \$259,365, for design and engineering services for sport field improvements at Fort Steilacoom Park.
- (126) G. Motion No. 2021-68
- Authorizing the execution of an amendment to the interlocal agreement with Pierce College to design and develop a sports field at Fort Steilacoom Park.
- (130) H. Motion No. 2021-69
- Appointing Adrianna Bhan, Gabrielle Chappell and Willow Warren to serve on the Youth Council for the 2021-2022 school year.

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.

- (132) I. Items filed in the Office of the City Clerk:
1. Public Safety Advisory Committee meeting minutes of April 7, 2021.
 2. Public Safety Advisory Committee meeting minutes of June 2, 2021.
 3. Lakewood Arts Commission meeting minutes of July 6, 2021.
 4. Public Safety Advisory Committee meeting minutes of August 4, 2021.
 5. Lakewood Arts Commission meeting minutes of September 13, 2021.
 6. Lakewood's Promise Advisory Board meeting minutes of September 15, 2021.
 7. Planning Commission meeting minutes of September 15, 2021.

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

UNFINISHED BUSINESS

NEW BUSINESS

- (150) Motion No. 2021-70

Authorizing the execution of a contract with LIHI Hosmer Housing LLC, in the amount of \$1,000,000, for the for the acquisition of the real property located at 8620 S Hosmer St, Tacoma, WA for operation as an emergency shelter through 2023, and thereafter for at least 40 years as permanent affordable housing for tenants whose income is at or below 50% of the Pierce County Area Median Income (AMI).

REPORTS BY THE CITY MANAGER

- (178) Update on Clover Creek Engineering Alternatives.
- (181) Review of City Council Rules of Procedure.

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.

<http://www.cityoflakewood.us>

CITY OF LAKEWOOD



PROCLAMATION

WHEREAS, October 2021 marks the 76th anniversary of National Disability Employment Awareness month; and

WHEREAS, the purpose of National Disability Employment Awareness month is to educate about disability employment issues and celebrate the many and varied contributions of America's workers with disabilities; and

WHEREAS, workplaces welcoming of the talents of all people, including people with disabilities, are a critical part of our efforts to build an inclusive community and strong economy; and

WHEREAS, activities during this month reinforce the value and talent people with disabilities add to our workplaces and communities and affirm the City of Lakewood's commitment to an inclusive community that increases access and opportunities to all; and


WHEREAS, the City of Lakewood celebrates the many and varied contributions of people of all abilities.

NOW, THEREFORE, BE IT RESOLVED, that the Lakewood City Council hereby recognizes and commemorates the 76th anniversary of

NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH

in the City of Lakewood and calls upon employers, schools, and other community organizations to continue to take steps throughout the year to recruit, hire, retain, and advance individuals with disabilities and work to pursue the goals of opportunity, full participation, economic self-sufficiency, and independent living for people with disabilities.

PROCLAIMED this 18th day of October, 2021.



Don Anderson, Mayor

CITY OF LAKEWOOD



PROCLAMATION

WHEREAS, national, federal, state, regional, and local governments have an interest in promoting the use of mediation and non-violent conflict resolution in settling a wide range of disputes; and

WHEREAS, the City of Lakewood promotes the use of creative and productive community based dispute resolution by citizen mediators; and

WHEREAS, mediation is an empowering, timely and effective way to settle disputes as attested to by an 86% settlement rate; and

WHEREAS, the City of Lakewood believes the conflict resolution process and training increases the capacity of our community to turn conflict into productive resolutions which improves the quality of life for all residents; and

WHEREAS, the third Thursday in October has been designated as International Conflict Resolution Day.

NOW, THEREFORE, BE IT RESOLVED, that the Lakewood City Council hereby declares October 21, 2021 as

COMMUNITY CONFLICT RESOLUTION DAY

in the City of Lakewood to increase awareness of the various civil, non-violent methods of conflict resolution available.

PROCLAIMED this 18th day of October, 2021.

Don Anderson, Mayor



LAKESWOOD CITY COUNCIL MINUTES

Monday, September 20, 2021

City of Lakewood

6000 Main Street SW

Lakewood, WA 98499

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

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

Participant ID: 868 7263 2373

CALL TO ORDER

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

ROLL CALL

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Anderson.

PROCLAMATIONS AND PRESENTATIONS

Sound Transit Access Improvement Update.

Ms. Katie Drewel, Government and Community Affairs Officer and Mr. Zachary Eskenazi, Project Manager, joined the meeting virtually. Ms. Drewel shared that the Sound Transit realignment process is complete; the Lakewood Station Access Improvement Project has been identified as a tier one project and has a target delivery date of 2030. Mr. Eskenazi shared that the project will improve access to the Lakewood Station and he highlighted the improvement evaluation process and criteria. He shared that community feedback was solicited earlier this year where over 50 survey responses were received. He then reviewed the potential improvements to connections, sidewalks, wayfinding and more. He shared that this second round of community engagement to gather feedback on potential improvements will include an online open house, as well as in person and virtual meetings with stakeholders. He shared that next steps include an update to the City Council in November following the community engagement process, identifying which set of improvements to further study and ongoing Technical Advisory Group meetings. Discussion ensued.

PUBLIC COMMENTS

Glen Speith, Lakewood resident, presented a horseshoe that was recovered from Motor Avenue. He spoke about 62 boxes of relics that were collected and provided

to the Burke Museum and requested the Landmarks and Heritage Advisory Board be authorized to recover artifacts to be displayed locally.

Tamra Cook, Lakewood resident, spoke about her difficulties navigating the system. She spoke about secure telephone systems, device agreements and business licensing requirements.

Helen Wagner, Lakewood resident, spoke about the deterioration of the environment and in support of the preservation of oak trees, natural areas and the enforcement of the laws specific to tree cutting.

James Dunlop, Lakewood resident, spoke about the need for change to the organization of the City Council and suggested voting elected officials into office by Council districts.

Amelia Escobedo, Lakewood resident, expressed opposition towards the Mayor and spoke about listening, changing and saving Lakewood.

Christopher Escobedo, Lakewood resident, spoke about the need for restrooms in parks and stopping the gentrification of the city.

Addo Aequitas, White Panther Party, spoke about an Officer involved shooting that resulted in the death of Spencer Allen Clayborn and police accountability.

Ovunayo X, Black Panther Party, spoke about Spencer Allen Clayborn, police accountability and various words with associated definitions.

Bunchy Carter, spoke about the protecting the community and police accountability.

Christina Manetti, Lakewood resident, spoke about comments made at Coffee with the Mayor last week specific to tree preservation and private development. She requested that action be taken to ensure private citizens do not have to fight the city to preserve quality of life and the environment.

Kat Barlow, Tacoma resident, spoke about Mayor Anderson's comments at prior meetings and in support of environmental preservation.

Julian Wheeler, Lakewood resident, thanked Sound Transit for addressing accessibility during this evening's presentation. He shared that the Pierce County Accessible Communities Advisory Committee meeting is on Tuesday, November 9, 2021 at 9:00 a.m. virtually. He suggested a forestry advisory committee for residents to discuss and address environmental concerns.

Dennis Haugen, Sioux Falls, South Dakota, spoke about illegal immigration, sanctuary states, protection of people and property.

Freya Knott, stated that she is a great person and we are confident in everything we have to do.

Jenna Lee, Seattle resident, stated that prohibiting children from speaking during public comments is improper. She referenced comments made at Coffee with the Mayor noting that it is impractical to suggest private citizens purchase land to protect the tree canopy.

Teresa King, Lakewood resident, spoke in support of tree preservation and requested the city not rezone land for warehouses. She spoke about public perception being taken into consideration.

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

- A. Approval of the minutes of the City Council meeting of August 16, 2021.
- B. Approval of the minutes of the City Council study session of August 23, 2021.
- C. Approval of the minutes of the City Council special meeting of August 30, 2021.
- D. Motion No. 2021-60

Reappointing J. Alan Billingsley and Vito Iacobazzi to serve on the Parks and Recreation Advisory Board through September 19, 2024.
- E. Motion No. 2021-61

Appointing Hank Jones to serve as the Youth Council Representative on the Lakewood's Promise Advisory Board for the 2021-2022 school year.
- F. Items filed in the Office of the City Clerk:
 - 1. Lakewood's Promise Advisory Board meeting minutes of June 3, 2021.
 - 2. Planning Commission meeting minutes of July 7, 2021.
 - 3. Planning Commission meeting minutes of September 1, 2021.

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

ORDINANCE

Ordinance No. 759 Identifying policies and priorities of use of Lakewood's American Rescue Plan Act (ARPA) funds, approving a certain amount of funds for initial expenditures fitting within specific expenditure categories identified by the Department of Treasury, and establishing a City of Lakewood ARPA program.

COUNCILMEMBER BRANDSTETTER MOVED TO ADOPT ORDINANCE NO. 759. SECONDED BY DEPUTY MAYOR WHALEN.

COUNCILMEMBER BRANDSTETTER MOVED TO AMEND THE INITIAL CITY COUNCIL DIRECTION ACTION COLUMN, EXHIBIT C, FOR THE LAKEWOOD POLICE DEPARTMENT BODY CAMERAS 2021-2022 BIENNIUM OPERATIONAL COSTS TO YES AND ADD \$350,651 THE AMOUNT COLUMN. SECONDED BY DEPUTY MAYOR WHALEN. VOICE VOTE WAS TAKEN AND CARRIED WITH COUNCILMEMBER FARMER VOTING IN OPPOSITION.

COUNCILMEMBER BRANDSTETTER MOVED AMEND EXHIBIT C, TO DELETE ALL ITEMS FROM THE TABLE THAT DO NOT HAVE A YES IN THE CITY COUNCIL DIRECTION ACTION COLUMN AND TO DELETE THE ADDITIONAL RECOMMENDATIONS PORTION OF THE TABLE. SECONDED BY COUNCILMEMBER FARMER. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

DEPUTY MAYOR WHALEN MOVED TO AMEND THE INITIAL CITY COUNCIL DIRECTION ACITION COLUMN DIRECTION ACTION COLUMN FOR THE LAKEWOOD POLICE DEPARTMENT RETENTION BONUS TO YES. THERE BEING NO SECOND, THE MOTION TO AMEND FAILS.

COUNCILMEMBER BRANDSTETTER MOVED TO DELETE THE LAST WHEREAS CLAUSE WHICH READS; THE CITY COUNCIL COMPLETED ITS CONSIDERATION OF PUBLIC INPUT AND ITS DELIBERATIONS REGARDING POLICIES AND ALLOCATIONS OF THE APRA FUNDS ON SEPTEMBER 20, 2021. SECONDED BY COUNCILMEMBER FARMER. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

VOICE VOTE WAS TAKEN ON ORDINANCE NO. 759 AS AMENDED AND CARRIED UNANIMOUSLY.

UNFINISHED BUSINESS

None.

NEW BUSINESS

Motion No. 2021-62 Appointing a Member and Alternate member to the South Sound Housing Affordability Partners (SSHA³P) Executive Board.

COUNCILMEMBER BOCCHI MOVED TO ADOPT MOTION NO. 2021-62, APPOINTING COUNCILMEMBER FARMER AS A MEMBER AND DEPUTY MAYOR WHALEN AS AN ALTERNATE TO THE SSHA³P EXECUTIVE BOARD. SECONDED

BY COUNCILMEMBER BRANDSTETTER. VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

REPORTS BY THE CITY MANAGER

City Sponsored Fireworks Display Update.

Parks, Recreation and Community Services Director Dodsworth summarized options for a city sponsored fireworks display and shared a brief video of a drone display. Discussion ensued and it was recommended that a drone show be included in the planning for the 2022 SummerFEST.

Ms. Dodsworth then shared that postponed 25th Anniversary Celebration will be held on Saturday, September 25th from 4 p.m. to 8 p.m.

City Manager Caulfield reported that the City's population according to the 2020 Census is 60,612 and 15 cities in the region, including Lakewood, have 50% or more of their population that are people of color.

He shared that the Tacoma Pierce County Economic Development Board has requested a Proclamation declaring October as Healthcare Heroes month and a Proclamation declaring September 15 through October 15 as National Hispanic Heritage month will be presented during the October 4th regular meeting.

He shared that following the Buildable Lands Report and Growth Target populations presentation he met with Pierce County Councilmember Hitchens to discuss Lakewood's position on this issue and he met with Senator Nobles to touch base on key initiatives in advance of the legislative session.

He then announced the following upcoming meetings and events:

- September 21; 5:14 P.M. to 6:14 P.M.; United Way of Pierce County 100th Year Virtual Celebration
- September 25, City of Lakewood 25th Anniversary Celebration; Colonial Plaza
- October 8, 9, 10; Film, Arts and Book Festival, McGavick Conference Center

CITY COUNCIL COMMENTS

Councilmember Moss shared that Lakewood Multicultural Coalition (LMCC) will have a booth at the City's 25th Anniversary event. She mentioned Mr. Speith's public comments related to the historical artifacts and it was noted that Deputy Mayor Whalen will follow up.

Councilmember Bocchi shared that he is looking forward to the 25th Anniversary event. He spoke about Clover Park School District's decision to cancel the Fort Steilacoom Invite.

Councilmember Brandstetter commented on the mural completed by Clover Park High School students. He shared that he attended the Pierce County First Responders Memorial dedication ceremony and he spoke about the Tideflats Subarea Advisory Committee work related to interim and permanent land regulations. He spoke about a Sound Transit presentation at the Springbrook Connections meeting and noted that this week he will attend the Master Builders Housing Summit.

Councilmember Farmer shared that she attended the Community Services Advisory Board meeting and the Pierce County Regional Council meeting. She requested that the Council Rules of Procedure be updated to reflect the hybrid meeting environment and public comments.

Councilmember Belle complimented staff and vendors for their flexibility with 25th Anniversary event date change.

Deputy Mayor Whalen shared that he is looking forward to the 25th Anniversary event.

Mayor Anderson addressed comments made at Coffee with the Mayor related to development rights and tree preservation. He shared that the Department of Social and Health Services has selected an Architect for Western State Hospital project and reported that he applied to the Association of Defense Communities Board of Directors.

ADJOURNMENT

There being no further business, the meeting adjourned 9:52 p.m.

DON ANDERSON, MAYOR

ATTEST:

BRIANA SCHUMACHER
CITY CLERK



LAKEWOOD CITY COUNCIL STUDY SESSION MINUTES

Monday, September 27, 2021

City of Lakewood

Council Chambers

6000 Main Street SW

Lakewood, WA 98499

<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, Paul Bocchi and Linda Farmer.

Councilmembers Excused: 1 – Mayor Don Anderson.

Landmarks and Heritage Advisory Board Members Present: 4 – Glen Spieth, Beth Campbell, Joan Cooley and Christina Manetti.

ITEMS FOR DISCUSSION:

Joint Landmarks and Heritage Advisory Board meeting.

Chair Spieth and Landmarks and Heritage Advisory Board members introduced themselves. Mr. Spieth shared that this years accomplishments include the historic streets sign recognition program and updating a touring map of the city. He then shared that 2021 LHAB workplan items are to research grant opportunities to fund historic markers, continuing to work with the Clover Park School District to incorporate local history into the curriculum, developing a walking tour program, recruitment of new members, engaging with the Youth Council and creating online videos to engage with viewers. Discussion ensued.

Review of 2022 Human Services Funding Recommendations.

Community Services Advisory Board (CSAB) Chair Yamamoto shared that CSAB recommends allocating the 2022 Human Services funding to existing contractors on the condition that they pass their site visits and achieve contract goals. She shared that two organizations have not yet submitted invoices or reports due to limited administrative support but it is anticipated that they will submit documentation by November 8th. She shared that it is also recommended that the additional \$10,000 in funding be directed in support of youth mental health and

emotional programming, increasing each of the four contracts by \$2500. She shared that it is recommended that the American Rescue Plan Act (ARPA) human services funding be directed to youth mental health initiatives and the Lakewood Thrives workforce development initiatives. She shared that more specific recommendations related to youth mental health program options will be provided at the joint City Council and CSAB meeting scheduled for November 8th. Discussion ensued.

Review of Tree Preservation Code.

Assistant City Manager for Community and Economic Development Bugher provided an overview of the process to amend the city's tree preservation code. He summarized the areas recommended for amendments, policy considerations and shared that before the process for amending regulations begins the city will want to identify a public participation process. Discussion ensued and it was recommended that the City move forward with the creation of a public participation plan with the support of an outside consultant.

Review of City Council Rules of Procedure and City Council Virtual Meetings.

Councilmember Moss requested the City Council review the Rules of Procedure specific to virtual meetings. The City Council discussed and recommended updates to the City Council Rules of Procedure specific to in person and virtual public comments, the amount of time allowed per person and virtual attendance. After further discussion it was recommended the City Council will meet virtually only starting Monday, October 4th through the end of November.

ITEMS TENTATIVELY SCHEDULED FOR THE OCTOBER 4, 2021 REGULAR CITY COUNCIL MEETING:

1. Proclamation declaring the month of October 2021 as Healthcare Heroes month.
2. Proclamation recognizing National Hispanic Heritage month.
3. Proclamation declaring the month of October 2021 as Domestic Violence Awareness month. – *Samantha Johnson, City Prosecutor*
4. Youth Council Report.
5. Clover Park School District Report.
6. Point Defiance Bypass Route Update. – *Mr. Andrew Austin, Sound Transit*
7. Authorizing the execution of an amendment to the agreement with Pierce County for road and traffic maintenance services. – (Motion – Consent Agenda)

8. Authorizing the execution of an agreement with D.A. Hogan and Associates, in the amount of \$259,365, for design and engineering services for turf infield at Fort Steilacoom Park. – (Motion – Consent Agenda)
9. Review of interlocal agreement for Emergency Management services. – (Reports by the City Manager)
10. Review of Youth and Teen Programs. – (Reports by the City Manager)

REPORTS BY THE CITY MANAGER

City Manager Caulfield shared that Pierce County Superior Court has shared that they will continue to use the Senior Center facility through the end of the year for civil jury trials and has not provided an update as to whether the City will be able to reopen the facility for senior services in 2022.

He shared that Greater Lakes Mental Healthcare has hired a therapist and case manager who will join the Behavior Health contact team next month.

He complimented Parks, Recreation and Community Services Director Dodsworth and her team for their work and coordination on the 25th Anniversary celebration that took place last week.

He announced the following meetings and events:

October 8, October 9 and October 10; 9th Annual Film, Art and Book Festival, McGavick Conference Center

October 9, 12:00 P.M. to 3 P.M.; Truck and Tractor Day, Fort Steilacoom Park

He then reported that the Mid-Biennial Budget Adjustment will come forward for City Council review at the October 11th study session.

CITY COUNCIL COMMENTS

Councilmember Moss complimented the 25th Anniversary Celebration.

Councilmember Bocchi complimented the 25th Anniversary Celebration.

Councilmember Farmer complimented the 25th Anniversary Celebration.

Councilmember Belle complimented the 25th Anniversary Celebration.

Councilmember Brandstetter complimented the 25th Anniversary Celebration.

Deputy Mayor Whalen echoed complimentary comments regarding the 25th Anniversary Celebration and provided kudos to Communications Manager Kopriva for his outreach and response to the community.

Deputy Mayor Whalen announced that the City Council will recess into Executive Session for approximately 15 minutes pursuant to RCW 42.30.110(1)(i) to discuss with legal counsel representing the city litigation or potential litigation to which the city, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the city. The City Council is not expected to take action following the Executive Session.

The City Council recessed into Executive Session at 9:44 p.m. At 9:59 p.m. Deputy Mayor Whalen announced that the Executive Session will be extended for 10 minutes. City Council reconvened at 10:09 p.m.

ADJOURNMENT

There being no further business, the meeting adjourned at 10:09 p.m.

JASON WHALEN, DEPUTY MAYOR

ATTEST:

BRIANA SCHUMACHER
CITY CLERK

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: October 18, 2021	TITLE: Authorizing the adoption of the updated ILA for the WPEMC adding the Town of Steilacoom.	TYPE OF ACTION: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> MOTION NO. 2021-64 <input type="checkbox"/> OTHER
REVIEW: October 4, 2021	ATTACHMENTS:	

SUBMITTED BY: Assistant Police Chief John Unfred


RECOMMENDATION: It is recommended that the City Council authorize the adoption of a new ILA adding the Town of Steilacoom to the West Pierce Emergency Management Coalition (WPEMC).

DISCUSSION: Under the current ILA, the City has partnered with the city of University Place and West Pierce Fire and Rescue to share emergency management services, to include our statutory requirements, through the WPEMC. Each city contributes it's annual EMPG grant award towards the cost of the coalition. Any remaining costs are covered by a formula where WPFR pays 40% and the cities split the remainder based on population. The new ILA will use this same formula. Steilacoom will contribute it's EMPG award and pay it's share of the remainder based on population.

The benefit of the new ILA is that there will be one set of emergency plans and services covering the entire WPFR service district, which consists of the boundaries of the cities of U.P., Lakewood, and Town of Steilacoom. This will also increase the current 1.33 FTE staffing level to 1.5 FTE for the WPFR employees conducting the work.

ALTERNATIVE(S): The City Council could choose not to authorize the adoption of the new ILA and keep the current ILA in place.

FISCAL IMPACT: The cost to the City annually will be between \$0-5,000 for 2022 and beyond. This range takes into account the annual fluctuation of our EMPG award and changes to population. The EMPG award is also population based.

A/C John Unfred _____ Prepared by	 City Manager Review
Mike Zaro, Police Chief _____ Department Head	

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF LAKEWOOD,
UNIVERSITY PLACE, THE TOWN OF STEILACOOM AND PIERCE COUNTY
FIRE DISTRICT 3 EMERGENCY MANAGEMENT SERVICES.**

THIS AGREEMENT is made and entered into by and between the City of Lakewood, a Washington municipal corporation (hereinafter referred to as "Lakewood"), the City of University Place, a Washington municipal corporation (hereinafter referred to as "University Place"), the Town of Steilacoom (hereinafter referred to as "Steilacoom") and Pierce County Fire District 3, a Washington municipal corporation (hereinafter referred to as the "District"), effective upon the date on which the last party signs this agreement, but no earlier than January 1, 2022.

WITNESSETH:

WHEREAS, Lakewood, University Place, Steilacoom and the District have the power, Authority, and responsibility to provide emergency management services within their respective boundaries; and

WHEREAS, the District has a fully functional Emergency Management program and trained personnel that are able to conduct a full range of emergency management functions; and

WHEREAS, Lakewood, University Place, Steilacoom and the District wish to fully cooperate and coordinate activities that will avoid unnecessary duplication of efforts and expenditures; and

WHEREAS, such agreements are specifically authorized by the Interlocal Cooperation Act of Chapter 39.34 of the Revised Code of Washington.

NOW THEREFORE in consideration of the terms and provisions contained herein, IT IS AGREED by and between Lakewood, University Place, Steilacoom and the District as follows:

1. Emergency Management Personnel.
 - a. The District shall hire an Emergency Management Coordinator who will collaborate with Lakewood, University Place and Steilacoom personnel pursuant to a schedule that is mutually agreeable between the parties.
 - b. The District may hire an additional part-time Emergency Management Assistant to assist the Emergency Management Coordinator if unanimously agreed to by the Joint Board.
2. The District shall provide Lakewood, University Place, and Steilacoom with emergency management services through the Emergency Management Personnel as listed below:
 - a. Update Lakewood, University Place and Steilacoom's Comprehensive Emergency Operations Plans (CEMP) and file the plans with the State in accordance with WAC 118-30.

- b. Review and update Lakewood, University Place, and Steilacoom's Consolidated Continuity of Operations Plans (COOP) as needed.
- c. Review and update Lakewood, University Place, and Steilacoom's Emergency Coordination Center (ECC) Plans as needed.
- d. Facilitate review sessions as needed with Lakewood, University Place, and Steilacoom's respective City/Town Council, City Departments and necessary City employees to familiarize appropriate personnel with Lakewood, University Place, and Steilacoom's CEMP, COOP and ECC plans along with insuring National Incident Management System (NIMS) compliance.
- e. Coordinate training for Lakewood, University Place, and Steilacoom's ECC staff, including providing familiarity training with the District's Fire Area Command (FAC).
- f. Coordinate and collaborate with Lakewood, University Place, Steilacoom and Pierce County's Department of Emergency Management as needed.
- g. Represent the District, Lakewood, University Place and Steilacoom at local and regional meetings, Conferences, and exercises as needed and as assigned.
- h. Research, recommend and assist in facilitating emergency management grant opportunities for Lakewood, University Place, and Steilacoom.
- i. Facilitate pre-damage and post-damage assessment reports and assist in facilitating associated grant recovery funding.
- j. Assist in developing and coordinating a local Joint Information Center (JIC) for Lakewood, University Place, and Steilacoom.
- k. Prepare and administer ECC drills and exercises as needed.
- l. Prepare and administer joint ECC/FOC drills and exercises as needed.
- m. Comply with requirements defined in Lakewood, University Place, and Steilacoom's EMPG grant awards.
- n. Provide management and reporting requirements for Lakewood, University Place, and Steilacoom's EMPG grant awards.
- o. Perform other related emergency management duties as are mutually agreed between the District, Lakewood, University Place, and Steilacoom.

3. Indemnity. The Parties shall indemnify each other as follows:

- a. Lakewood Indemnity. Lakewood shall protect, defend, indemnify and hold the District, University Place, and Steilacoom, its officers, Employees, and agents harmless from any and all costs, Claims, Judgments, or awards of damages arising out of or in any way resulting from the negligent acts or omissions of Lakewood, its officers, employees, or agents relating to or in the performance of this agreement.
 - b. University Place Indemnity. University Place shall protect, defend, indemnify and hold the District, Lakewood, and Steilacoom, its officers, Employees, and agents harmless from any and all costs, Claims, Judgments, or awards of damages arising out of or in any way resulting from the negligent acts or omissions of University Place, its officers, employees, or agents relating to or in the performance of this agreement.
 - c. Steilacoom Indemnity. Steilacoom shall protect, defend, indemnify and hold the District, Lakewood, and University Place, its officers, Employees, and agents harmless from any and all costs, Claims, Judgments, or awards of damages arising out of or in any way resulting from the negligent acts or omissions of University Place, its officers, employees, or agents relating to or in the performance of this agreement.
 - d. The District shall protect, defend, indemnify, and hold Lakewood, University Place, and Steilacoom, its officers, Employees, and agents harmless from any and all costs, Claims, Judgments, or awards of damages arising out of or in any way resulting from the negligent acts or omissions of the District, its officers, employees, or agents relating to or in the performance of this agreement.
 - e. IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES EACH PARTY'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE. TITLE 51 RCW SOLELY TO CARRY OUT THE PURPOSES OF THIS INDEMNIFICATION CLAUSE. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.
4. Pursuant to RCW 39.34.030, this agreement does not establish any separate legal entity to conduct the joint or cooperative undertaking. Therefore, the agreement establishes a joint board responsible for administering the agreement. The Joint Board shall consist of the City Manager of Lakewood, the City Manager of University Place, the Town Administrator of Steilacoom, and the Fire Chief of the District. There is no real or personal property to be acquired, held or disposed of pursuant to this agreement, except as set forth in paragraph 8e below. The duration or term of agreement, the purpose, the manner of financing and establishing a budget for the joint undertaking, and the method of terminating the agreement, partially or completely, are set forth herein, as are all other necessary and proper matters.
 5. This agreement shall renew annually, and may be terminated by any party giving ninety (90) calendar days' notice to the other, unless the parties otherwise mutually agree. The parties shall cooperate to implement and carry out the terms and provisions of this agreement, and shall further cooperate to indemnify any other action needed to carry out the purposes and intents of the parties regarding this agreement, and needed to comply with the codes and goals of Lakewood, University Place, Steilacoom and the District.

6. Each of the parties, for itself, its heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that it will comply with pertinent statutes, executive order and such rules as are promulgated to assure that no person shall, on the ground of race, creed, color, national origin, sex, age or the presence of any sensory, mental or physical handicap be discriminated against or receive discriminatory treatment by reason thereof.

7. Payment.

- a. For the services provided under this agreement, Lakewood agrees to use its EMPG awards.
- b. For the services provided under this agreement, University Place agrees to use its EMPG awards.
- c. For the services provided under this agreement, Steilacoom agrees to use its EMPG awards.
- d. Should there be any remaining Emergency Management Personnel costs, the District, Lakewood, University Place, and Steilacoom agree to the following:
- e. The District agrees to share 40% of all the remaining Emergency Management Personnel costs.
- f. Lakewood, University Place, and Steilacoom agree to share 60% of all the remaining Emergency Management Personnel costs. This share shall be split proportionately between Lakewood, University Place, and Steilacoom based on each jurisdiction's percent of the total population of all jurisdictions per Office of Financial Management annual estimates, rounded to the nearest whole percent.
- g. Lakewood, University Place, and Steilacoom will reimburse the District for any material costs that the District expends on behalf of Lakewood, University Place, and Steilacoom in order to execute the provisions of this agreement.

8. Miscellaneous Terms.

- a. All of the covenants, conditions and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.
- b. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington: jurisdiction and venue for any action arising out of this Agreement shall be in Pierce County, Washington.
- c. Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identity of the parties hereto are as set forth hereinabove.
- d. The performances of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties.
- e. Unless otherwise specifically provided herein, personal property and any real property

to be held in connection herewith, if applicable, shall be held as the separate property of the party or parties in whose name(s) the property is/was acquired.

- f. No provision of this Agreement shall relieve any party of its public agency obligations and/or responsibilities imposed by law.
- g. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time any party shall have the right to terminate the Agreement.
- h. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenant or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

IN WITNESS THEREOF, the parties acting in their official capacities have hereby executed this Agreement by affixing thereto the signatures of the proper officers on the date indicated.

CITY OF LAKEWOOD

TOWN OF STEILACOOM

Dated: _____

John J. Caulfield, City Manager

Town Administrator

Attest:

Approved as to Form:

Briana Schumacher, City Clerk

Town Attorney

Approved as to Form:

Heidi Ann Wachter, City Attorney

CITY OF UNIVERSITY PLACE

WEST PIERCE FIRE & RESCUE

City Manager

Fire Chief

Attest:

City Clerk

Attorney

Approved as to Form:

City Attorney

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: October 18, 2021	TITLE: Municipal Court Judge Appointment	TYPE OF ACTION: — ORDINANCE NO. — RESOLUTION NO. <u>X</u> MOTION NO. 2021-65 — OTHER
REVIEW:	ATTACHMENTS: Agreement	

SUBMITTED BY: Mary McDougal, Human Resources Director

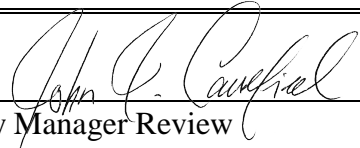
RECOMMENDATION: It is recommended that the City Council confirm the appointment of Ms. Lisa Mansfield as Municipal Court Judge and authorize the City Manager to execute an agreement with Ms. Mansfield to fill the Municipal Court Judge term ending December 31, 2025.

DISCUSSION: Ms. Mansfield has been appointed Municipal Court Judge by the City Manager effective January 1, 2022 pending confirmation by the Lakewood City Council.

Ms. Mansfield was selected in 2020 to fill the unexpired Municipal Court Judge term through December 31, 2021 from among 28 applicants through a process which included initial screening by Human Resources, several interviews, including interviews by two panels consisting of City staff members, community partners, community stakeholders, and representatives from the city of DuPont and the town of Steilacoom. Ms. Mansfield served as an attorney for the Pierce County Department of Assigned Counsel, Dependency Unit, and prior to that served for the Pierce County Department of Assigned Counsel in the Felony Unit, and the Misdemeanor Division. Ms. Mansfield has served as Judge Pro Tempore for Thurston County District Court since 2018.

ALTERNATIVE(S): The City Council could decide not to confirm the appointment, and the City could evaluate other candidates.

FISCAL IMPACT: Compensation of \$11,606 monthly, plus benefits.

Mary McDougal _____ Prepared by	 _____ City Manager Review
Heidi Wachter _____ Department Director	

**PROFESSIONAL SERVICES CONTRACT
MUNICIPAL COURT JUDGE**

THIS CONTRACT, made and entered into this ____ day of October, 2021, by and between the City of Lakewood, Washington, a municipal corporation of the State of Washington, hereinafter referred to as the "City" and Lisa Mansfield, hereinafter referred to as the "Municipal Court Judge."

WITNESSETH:

WHEREAS, the City Council of the City of Lakewood, Washington adopted Ordinances establishing a Municipal Court for the City of Lakewood, and since incorporation, has been operating a Municipal Court pursuant to the provisions of Chapter 3.50 of the Revised Code of Washington; and

WHEREAS, pursuant to the provisions of said Ordinances, and in accordance with the provisions of Chapter 3.50 of the Revised Code of Washington, the City needs to provide for the appointment of the Municipal Court Judge to preside over the hearings and proceedings of the Municipal Court; and

WHEREAS, the current term expires December 31, 2021 and it is necessary to provide for the appointment of a person to serve in the position of Municipal Court Judge for the City of Lakewood Municipal Court for the next term which begins January 1, 2022 and expires December 31, 2025, and to provide an agreement addressing compensation for the Municipal Court Judge; and

WHEREAS, the City, pursuant to contract, provides Municipal Court and related services for the City of DuPont, and the Town of Steilacoom and

WHEREAS, those contracts operate most efficiently when the City of Lakewood employs a judge who is also appointed to serve contracting cities.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and benefits provided herein, **IT IS HEREBY AGREED** by and between the parties as follows:

1. **EMPLOYMENT.** The City hereby agrees to retain and employ the Municipal Court Judge to presiding over the Municipal Court in accordance with the ordinances of the City and statutes of the State of Washington including Chapter 3.50 of the Revised Code of Washington, the provisions of which are incorporated herein by this reference.

2. **SCOPE OF MUNICIPAL COURT JUDGE SERVICES.** The Municipal Court Judge shall be available as needed to provide the Municipal Court services in accordance with Ordinances of the City of Lakewood and state statutes. It is understood that the Judge will be available to carry out judicial services part-time for the City of Lakewood, and as appointed, by the City of DuPont, and the Town of Steilacoom, each of which are also part-time obligations, and which together provide for a .80 FTE position.

Municipal Judge Contract

3. **PRESIDING DUTIES.** The Presiding Municipal Judge shall be responsible for coordinating with the City Manager or his/her designee, and Court Administrator to schedule court calendars and handle judicial-administrative duties. The Presiding Municipal Judge shall also be responsible for executing any Local Court Rules, and will also carry out all responsibilities required by General Rule 29. For administrative purposes, the Presiding Municipal Judge is considered the equivalent of a department director.

4. **COMPENSATION.** The total compensation to be paid to the Municipal Court Judge for the services rendered pursuant to this contract and any other similar contract, during the term hereof, shall be as follows:

* Monthly salary of Eleven Thousand Six Hundred Six Dollars (\$11,606), subject to lawful deductions, effective January 1, 2022, through the standard City semi-monthly payroll system. The salary will be increased effective January 1 of each successive year of the contract by the percentage that the non-represented employee salary schedule is increased for that year.

* Health Insurance benefits, pro-rated consistent with part-time employment.

* 401A contributions in lieu of social security and PERS retirement system contributions.

* Annual accrual of twenty-three (23) days of Combination Leave and eight (8) days of Medical Leave.

* City match of up to three percent (3%) of voluntary contributions into a qualified 457 deferred compensation program.

* All other aspects of compensation shall match those of City department directors.

5. **TERM.** The term of this agreement shall be for a period from January 1, 2022 until December 31, 2025, unless otherwise provided pursuant to the terms of the Ordinances of the City of Lakewood and/or Chapter 3.50 of the Revised Code of Washington.

6. **CONTRACT ADMINISTRATION.** This contract shall be administered by the City Manager or designee on behalf of the City and by Lisa Mansfield, on behalf of the Municipal Court Judge. Any written notices to be served on either party shall be served or mailed to the following addresses:

IF TO THE CITY:

City Manager, City of Lakewood
Lakewood City Hall
6000 Main Street SW
Lakewood, Washington 98499

IF TO THE MUNICIPAL COURT JUDGE:

Presiding Judge, City of Lakewood
Lakewood City Hall
6000 Main Street SW
Lakewood, Washington 98499

7. **TERMINATION OF CONTRACT.** The City may terminate the Judge's employment and this Contract as provided in Section 3.50.095 of the Revised Code of Washington and Section 2.16.100 of the Lakewood Municipal Code. The Judge may terminate this Contract upon sixty (60) days written notice to the City of intent to terminate the Contract. If this Contract and the employment of the Judge is terminated, the Judge shall receive a pro-rata amount of the salary for that portion of the month before the effective date of the termination.

8. **MERGER AND AMENDMENT.** This Contract contains the entire understanding of the parties with respect to the matters set forth herein, and any prior or contemporaneous understandings are merged herein. This Contract shall not be modified except by written instrument executed by the parties hereto, other than as provided in the Ordinances of the City of Lakewood and/or Chapter 3.50 of the Revised Code of Washington.

IN WITNESS WHEREOF the parties hereto have executed this contract on the date and year first above written.

CITY OF LAKEWOOD

MUNICIPAL COURT JUDGE

John J. Caulfield, City Manager

Lisa Mansfield

Date: _____

Date: _____

Attested to:

Briana Schumacher, City Clerk

Approved as to form:

Heidi Ann Wachter, City Attorney

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: 10/18/21	TITLE: Authorizing the City Manager to execute a collective bargaining agreement with the Lakewood Police Independent Guild for January 1, 2021 through December 31, 2022.	TYPE OF ACTION: — ORDINANCE — RESOLUTION <u>X</u> MOTION NO. 2021-66 — OTHER
REVIEW: 9/27/2021	ATTACHMENTS: Labor Agreement	

SUBMITTED BY: Mary McDougal, Human Resources Director.

RECOMMENDATION: It is recommended the City Council authorize the City Manager to execute the collective bargaining agreement negotiated between the City of Lakewood and the Lakewood Police Independent Guild (LPIG) covering the period from 01/01/21 through 12/31/22. This action would also amend previously adopted Ordinances which identify LPIG employee’s salaries and benefits.

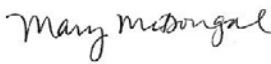

DISCUSSION: Representatives for the City of Lakewood and the Lakewood Police Independent Guild (LPIG) have been negotiating since late 2020 and recently reached agreement with the assistance of a mediator after the first tentative agreement failed the union ratification vote. LPIG represents approximately 90 fully commissioned Police Officer, Detective and Sergeant positions.

The LPIG has ratified the tentative agreement. The major provisions of the new agreement are listed below.

- Term of Agreement: Two Years (01-01-2021 to 12-31-2022).
- 4% wage increase in 2021 and 2022.
- Juneteenth paid holiday effective beginning in 2022.
- Increase in Specialty Pay Cap from 6% to 8 %; (continued to page 2).

ALTERNATIVE(S): The Council could decide not to authorize recommended changes to the labor agreement or authorize execution of the Lakewood Police Independent Guild Agreement however, this recommendation has been determined to be in the best interest of the City.

FISCAL IMPACT: Adoption of this Motion will create an additional fiscal impact of approximately \$1,298,120 for the 2-year term of the agreement, and \$4,778,981 for the 6-year period ending 12/31/2026. Other items are determined to be budget neutral or nominal increases.

 _____ Prepared by Heidi Ann Wachter, City Attorney _____ Department Director	 _____ City Manager Review
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DISCUSSION CONTINUED:

- Health insurance waiver increased from \$1500 to \$3600 annually.
- Increase line of duty death annual leave payout from 65% to 100%.

Additional changes related to specialty and additional duty assignment procedures, procedures for filling last-minute overtime, the use of accrued leave for illness or injury consistent with State law, grievance procedure timelines, and family and medical leave to reflect City policy and relevant laws, have been made to the labor agreement. In addition, appendices related to the collision review process, use of audio and video systems, and use of automatic vehicle locator (AVL) have been removed from the agreement and instead will be in the Lakewood Police Department Manual of Standards.

In summary, it is our recommendation the City Council authorize the City Manager to enter into a 2021-2022 labor agreement with the Lakewood Police Independent Guild.



COLLECTIVE BARGAINING AGREEMENT

By and Between

City of Lakewood

and

Lakewood Police Independent Guild

January 1, 2021 through December 31, 2022

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PREAMBLE–

The Lakewood Police Independent Guild and the City of Lakewood, Washington, mutually recognize the importance of ensuring the highest level of public service. The parties agree that it is of paramount importance that they constantly and vigilantly work to further this goal. The parties are dedicated to providing the best possible police protection to the citizens of Lakewood, and have entered into this collective bargaining agreement, hereinafter referred to as Agreement, to set forth their complete agreement in a spirit of cooperation and collaboration in an effort to further this goal.

- ARTICLE 1 • RECOGNITION–

1.01 Definition of Bargaining Unit: The City of Lakewood, hereinafter referred to as City, recognizes the Lakewood Police Independent Guild, hereinafter referred to as Guild, as the exclusive bargaining representative for all full-time, fully commissioned law enforcement officers of the Lakewood Police Department, hereinafter referred to as Department. This bargaining unit excludes officers above the rank of Sergeant and those personnel recognized as exempt under the definition of the Public Employees Collective Bargaining Act and as certified by the Public Employment Relations Commission Case Number 18914-E-04-3001, January 28, 2005.

–ARTICLE 2 • GUILD BUSINESS –

2.01 Membership:

A. No employee in the bargaining unit shall be required to become a member of the Guild as a condition of employment. The Guild recognizes that the Guild's representation obligation to the employees in the bargaining unit is established both under law and this Agreement. The Guild will represent bargaining unit employees in accordance with the duty of fair representation as required by law and this Agreement.

2.02 Dues Deductions:

A. Upon receipt of notice from the Guild of written or electronic authorization by a bargaining unit employee, the City agrees to deduct from the wages of the employee the sum certified as dues each month and to forward the sum to the Guild, or a designated banking institution.

B. If the City receives a request for authorization of deductions from a bargaining unit employee, the City shall forward the request to the Guild.

C. The employee's authorization remains in effect unless expressly revoked by the employee in accordance with the terms and conditions of the authorization.

D. An employee's request to revoke authorization for payroll deduction must be in writing and submitted by the employee to the Guild in accordance with the terms and conditions of the authorization.

E. If the City receives a request to revoke authorization of deductions from an employee, the City shall forward the request to the Guild.

F. Upon receipt of notice from the Guild that an employee has revoked authorization for deductions, the City shall end the deduction no later than the second payroll after receipt of the notice.

G. If any employee does not have a check coming to him/her or the check is not large enough to satisfy the deductions, no deductions shall be made from the employee for that calendar month.

2.03 Bulletin Board: The City shall provide suitable space at each work location for the Guild to use as a bulletin board for the posting of notices related to official Guild business, so long as the matters posted are not inflammatory or political in nature. The Guild will be responsible for removing dated material and will bear all costs in preparing and posting the bulletin board(s). The Guild will maintain the bulletin boards in a professional and orderly fashion.

2.04 Hold Harmless: The Guild agrees to indemnify and hold harmless the City for any claims, demands, suits, or other form of liability instituted against the City by third parties, provided that the Guild shall have no obligation to defend and indemnify the City if the liability is a result of the City's sole negligence.

2.05 Designated Representative:

A. The Guild President, or any other members of the Guild appointed by the President, shall be recognized by the City as the official representatives of the Guild for the purpose of bargaining or resolving grievances with the City.

B. Members of the Guild selected to serve as authorized representatives of the Guild shall be certified in writing by the Guild President to the City. It is recognized that from time to time it may be necessary for Guild representatives to meet with City representatives or attend City-wide Committee meetings (e.g., Employee Committee). In such instances, the Department shall afford Guild representatives a reasonable amount of time while otherwise on-duty, provided that the Guild representatives contact their immediate supervisor(s), and indicate the general nature of the meeting to be attended. Whenever the City reasonably determines the timing of a meeting will interfere with Department operations, the parties will agree upon a mutually agreeable time for the meeting. In addition, the City recognizes that occasionally it will be necessary for a representative to take reasonable periods of time while on duty in order to administer the Agreement. Such time will only be taken with advance approval (which will not be unreasonably withheld) of the City, and will be scheduled so as to minimize any operational impact on the City and on other on-duty employees.

2.06 Negotiations: The Guild's official representatives for purposes of negotiating will meet with the City at mutually agreed upon times. The City will allow up to three (3) of the Guild's official representatives to attend negotiating sessions without loss of pay if those representatives would be on duty when the negotiations are scheduled.

–ARTICLE 3 • MANAGEMENT RIGHTS–

3.01 Retention of Rights: Except as otherwise expressly and specifically limited by the terms of this Agreement, the City retains all its lawful and exclusive rights, decision making prerogatives, functions, and authority connected with its responsibility to manage its affairs or any part thereof and not specifically limited by this Agreement or by law. The City does not waive any rights by the exercise or non-exercise of any rights or powers granted by this Agreement.

3.02 Management Rights: Management rights and responsibilities shall include, but are not limited to, the following examples:

- A. The City and the Department shall retain all rights and authority to which by law they are entitled.
- B. The City has the right to plan, direct, control and determine all the operations and services of the City, supervise and direct the workforce, establish the qualifications for employment, recruit, hire, fill vacancies, and assign employees.
- C. The City has the right to determine the need for and schedule overtime work.
- D. The City has the right to establish work and performance standards and to evaluate employees' competency and performance of their work assignments.
- E. The City has the right to determine the equipment, organization, and number of personnel by which such operations and services shall be made or purchased.
- F. The City and the Department have the right to establish, modify, and enforce reasonable rules and regulations and operational procedures and guidelines, except that where modification of such rules is otherwise subject to bargaining the City shall provide the Guild with the opportunity to bargain.
- G. The City has the right to discipline, suspend, demote, discharge, or take other disciplinary action against non-probationary employees for just cause. Scheduling of disciplinary days off will be at the convenience of Department operations, but must be scheduled within six months.
- H. The City has the right to affect a layoff or a reduction in authorized positions because of lack of work, budgetary constraints, organizational changes, or for other legitimate reasons, and recall employees when appropriate. The determination of who shall be laid off shall be consistent with the layoff provisions of this Agreement.
- I. The City has the right to change or eliminate existing methods, equipment, or facilities, provided such change does not substantially negatively impact officer safety.

J. The City shall have the right to take any and all actions necessary in the event of an emergency. Such right shall only extend for the duration of the emergency.

3.03 Mandatory Subjects of Bargaining: The parties recognize that the City may perceive a need to make operational changes in areas that are not covered by the above management rights and responsibilities, or otherwise precluded by this Agreement. In the event the City desires to make such a change in a mandatory subject of bargaining, the City shall give the Guild at least twenty a (20) calendar day notice of the desired change. The Guild may request bargaining of the issue, and the City thereafter will negotiate with the Guild in an effort to resolve the issue. Should resolution not be achieved, either party may request the assistance of PERC. If mediation is unsuccessful, the issue will be expeditiously taken to interest arbitration pursuant to the standards contained in RCW 41.56.

-ARTICLE 4 • EMPLOYMENT PRACTICES-

4.01 Vacancies and Promotions: Vacancies shall be filled and promotions made in accordance with Lakewood Civil Service Rules.

4.02 Probationary Period: All newly hired and promoted employees must serve a probationary period, during which the newly hired employee may be terminated or the promoted employee may be demoted at the discretion of the City. The probationary period for entry-level employees shall end one year from the date the employee completes the Washington State Basic Law Enforcement Academy. The probationary period for lateral hires and upon promotion shall be one year from the date of appointment. The probationary period is an extension of the hiring process; therefore, the provisions of the grievance procedure will not apply to employees if they are discharged during their initial probationary period or are demoted during the promotional probationary period for not meeting the requirements of the classification.

4.03 Extension of Probationary Period: The probationary period shall be extended for the number of work days an employee was absent or on temporary modified duty status in excess of 10 work days during the probationary period. In the event of extenuating circumstances, the City may extend an employee's probationary period for up to six additional months with prior concurrence of the Guild.

4.04 Seniority:

A. "Departmental Seniority" is defined as total service as a fully commissioned police officer in Washington State for those employees hired before January 1, 2005, and as total service as a fully commissioned police officer with the City of Lakewood Police Department for employees hired thereafter.

B. "Classification Seniority" shall accrue from the effective date of regular appointment or promotion to the employee's current classification. Employees shall not attain classification seniority until completion of the probationary period in the classification, at which time classification seniority shall relate back to the most recent date of appointment to

such classification. Classification seniority for employees who were promoted to or hired as Detective or Sergeant by the City prior to January 1, 2005, shall be determined by the employee's length of prior service by appointment, assignment or promotion to a full-time position of Detective or Sergeant; this excludes temporary, provisional, or acting assignments.

C. An employee shall not accrue seniority during an unpaid leave of absence in excess of thirty (30) calendar days, except as mandated by law for military leave.

D. Seniority for individuals having the same date of appointment shall be based on their civil service standing, with the person attaining the highest ranking on the eligibility list having the greatest seniority.

E. Previous employees rehired by the City shall be credited with prior year(s) of service for the purposes of leave accrual.

4.05 Loss of Seniority:

An employee shall lose all accrued seniority for the following reasons:

A. If the employee voluntarily resigns; or

B. The employee retires; or

C. The employee is discharged for cause; or

D. If the employee fails to respond within three (3) calendar days after delivery or attempted delivery of a notice of reinstatement from layoff, such notice to be sent by certified mail, return receipt requested, to the employee's last known address on file with the City; or

E. If the employee fails to return to work within fourteen (14) calendar days from the date of delivery or attempted delivery of a notice of reinstatement from layoff, sent by certified mail, return receipt requested, to the employee's last known address on file with the City.

F. If the employee fails to timely return from a leave of absence.

4.06 Layoffs: Should it become necessary to have a reduction in force, it shall be the responsibility of the City to determine job classifications in which layoffs are to occur. Employee layoffs shall be made on the basis of classification seniority. An employee who is laid off shall be permitted to bump to any classification which the laid off employee has previously held, as provided below.

4.07 Bump Back Privileges:

A. An employee ranked higher than Police Officer who is laid off, takes a voluntary reduction, or is reduced in rank by the City may bump back to any lower classification within the bargaining unit which the employee has previously held and successfully completed probation for the City. If this occurs, the result is a layoff in that lower classification according to the criteria in Section 4.06. For the purpose of this section, all Detectives and Sergeants promoted or appointed prior to January 1, 2005, shall be considered to have successfully completed probation for the City for the lower classification.

B. A Detective or Sergeant who does not successfully complete his/her promotional probationary period may bump back to his/her previous classification.

C. In the event an employee is promoted to a position outside of the bargaining unit, that employee will be allowed to bump back to the next lesser rank within the bargaining unit in the event of layoff, voluntary reduction, or reduction in rank (including demotion). In addition, those employees in positions outside the bargaining unit at the time this Agreement was entered may bump back to a bargaining unit position of the next lesser rank should the situation arise, so long as they (1) previously worked in the bargaining unit; and (2) were hired by the City prior to January 1, 2005.

D. The classification seniority of employees who are bumping back shall include their previous time in grade at the position they are bumping back to plus their time in grade at the higher position(s).

4.08 Recall: Employees laid off in accordance with the provisions of this Article will be offered reinstatement into future vacancies of the same classification in the inverse order of layoff, for a period of two (2) years from the date of layoff provided that at the time of recall the laid-off employee has maintained the mental and physical fitness necessary to perform the job. An employee who has been laid off must keep the City informed of his/her current address and phone number. An employee shall be removed from the reinstatement list:

A. If the employee fails to respond within three (3) calendar days after delivery or attempted delivery of a notice of reinstatement from layoff, such notice to be sent by certified mail, return receipt requested, to the employee's last known address on file with the City; or

B. If the employee fails to return to work within fourteen (14) calendar days from the date of delivery or attempted delivery of a notice of reinstatement from layoff, sent by certified mail, return receipt requested, to the employee's last known address on file with the City.

C. If the employee rejects an opportunity for reinstatement.

4.09 Effect of Personnel Policies and Procedures: Unless otherwise specified in this Agreement, work rules or conditions and benefits shall be in accordance with Departmental and City personnel policies, procedures and/or practices, as currently in effect or as hereafter adopted or amended.

A. If the City proposes a universal City policy (applicable to all City employees including Guild members) or a Department policy, the City shall provide the Guild draft language prior to finalization. The City shall provide a reasonable notice period (not less than 30 calendar days) and an opportunity to respond.

B. If the Guild does not respond, the City shall apply the adopted City policy to bargaining unit members, unless there are provisions in this Agreement that supersede or contradict such policy. If the Guild requests bargaining and bargaining is required, then the parties shall bargain the matter in good faith in accordance with this Agreement.

4.10 Equal Employment Opportunity: The Guild and the City mutually agree there shall be no unlawful discrimination because of race, creed, color, ethnicity, national origin, gender, sexual orientation, age, marital status, or disability, except for bona fide occupational

qualifications. Claims of unlawful discrimination shall be processed privately by employees through administrative agencies or the court and will not be subject to the grievance procedure.

-ARTICLE 5 • DISCIPLINE AND DISCHARGE-

5.01 Discipline and Discharge:

A. The parties recognize the essential purpose of any law enforcement agency is to enforce the criminal laws. Moreover, the parties recognize the courts have held it would substantially impair law enforcement agencies if they were required to employ individuals within their ranks who have violated the very laws said agencies are charged with enforcing.

B. The parties recognize the right of the City to discharge, suspend, demote, or otherwise discipline an employee for just cause; provided the discharge of a newly-hired probationary employee or demotion of a newly promoted probationary employee does not require just cause and will not be subject to the grievance procedure.

C. Written disciplinary actions shall be documented and a copy delivered to the employee. The employee shall sign and date, indicating receipt of the documentation. Signing of the documentation will not indicate agreement with the discipline. The date for the timely filing of a grievance protesting the discipline shall be measured from the date of delivery of the disciplinary documentation to the employee. A copy of the disciplinary action will be placed in the employee's official personnel file.

5.02 Mandatory Discipline Retention Schedule:

A. As required by RCW 43.110.135, all misconduct and equal opportunity complaints, progressive discipline imposed including written reprimands, supervisor coaching, suspensions, involuntary transfers, investigatory files, and other disciplinary appeals and litigation records will be maintained while the officer is employed and for ten (10) years thereafter.

B. Documentation from the supervisor's red file will be attached to the employee's annual performance review and filed in their personnel file in Human Resources. This documentation may not be used for progressive discipline once it has been removed from the supervisor's red file, but will be maintained in the personnel file while the employee is employed by the City and for ten (10) years after separation as required by RCW 43.101.

C. The City will promptly notify an employee upon receipt of a public disclosure request which may result in the disclosure of personnel records listed in Section A above. This includes but is not limited to requests pursuant to the Public Disclosure Act and discovery demands in the context of litigation.

5.03 Off-Duty Misconduct: An employee who engages in off-duty misconduct may be subject to discipline when the off-duty misconduct would, if known, negatively impact either the Department or the officer's ability to perform his/her duties.

5.04 Disciplinary Investigations: This Section does not apply to on-scene law enforcement investigations occurring at the time police services became involved in an event. The following procedures apply to follow-up or subsequent investigations of complaints of misconduct conducted by the Lakewood Police Department. In such administrative investigations, the following guidelines shall be followed:

A. “Interview of a subject employee” as used herein shall mean any questioning by an agent of the City who is conducting an investigation (as opposed to a routine inquiry) of the employee being interviewed, when the agent knows (or reasonably should know) that the questioning could result in employee discipline. This section shall not apply to an investigation concerned solely and directly with alleged criminal activities.

B. At least forty-eight (48) hours before an interview of a subject employee, the employee shall be informed in writing of the nature of the matter in sufficient detail to reasonably apprise him/her of the factual basis of the matter. Each notification shall include the following statement and related MOS section: “If sustained, based on what we know now, the most applicable Manual of Standards section is...” At any time during the investigation, up to and including the review by the Chief for disposition, should information be discovered that indicates a more appropriate MOS section, an amendment will be made with notice provided to you or your Guild representation.”

The employee shall be advised of their right to and shall be allowed Guild representation to the extent allowed by the law. The member may voluntarily waive the 48-hour period between the receipt of such notification and the interview. In such instances, the waiver shall be in writing and a copy shall be forwarded to the Guild.

C. Any interview of a subject employee shall take place at the City, except when impractical. Any interview of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise. If the interview occurs during off-duty time of the Guild member being interviewed, the Guild member shall be compensated for any off-duty time in accordance with this Agreement.

D. The questioning shall not be overly long and the employee shall be entitled to such intermissions as are reasonably necessary.

E. The employee shall not be subjected to any offensive language or abusive questioning, nor shall he/she be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain his/her resignation.

F. The City shall not require any employee covered by this Agreement to take or be subjected to a lie detector test as a condition of continued employment, nor shall such evidence be offered at any disciplinary hearing without stipulation of the parties.

G. The Department may, and upon request will, video/audio record any interview. Upon request, a copy of the recording/transcript (if made) will be provided to the officer.

H. Any final disciplinary decision shall be announced within nine months of the time that the City undertakes the investigation. The Guild will not unreasonably deny requests for additional time.

I. An employee shall be permitted to read any adverse material affecting his/her employment before it is placed in the City's official personnel file.

J. Employees have no reasonable expectation of privacy in City property, including such things as desks, computers, file cabinets (excluding Peer Support records), lockers, and vehicles, provided that employees retain a right of privacy in the personal possessions contained therein. Absent permission of the employee, no locker or vehicle search (excluding regularly scheduled vehicle inspections) shall be conducted unless in the presence of a Guild representative. Any removed items shall be inventoried.

5.05 Criminal Investigation - If LPD questions an officer during a criminal investigation of one of its officers, it shall advise the member of the criminal nature of the investigation and whether the member is a suspect or a witness before interviewing the member. The preceding sentence shall not apply to covert or undercover investigations. If the member is a witness, the member shall be informed of and afforded the right to LPIG representation during any interview. Investigations of the use of deadly force by members shall be conducted pursuant to MOS 1.3.6.

-ARTICLE 6 • WAGES-

6.01 Salary Schedule: Effective January 1, 2021 employees covered by this Agreement shall be compensated in accordance with the salary schedule attached to this Agreement and marked Appendix A. Lateral hires shall be initially placed on the salary schedule at the discretion of the Chief.

6.02 Salary Schedule Adjustments: See Appendix A

6.03 Specialty and Additional Duty Assignments:

A. **Specialty Assignments:** are a full-time assignment to a specialty unit. The City will provide premium pay as follows to Officers assigned to the following specialty units:

Investigations	5.0% per month additional
K-9	3.0% per month additional
Motorcycle/Traffic	3.0% per month additional
NPO	3.0% per month additional
Forensics Manager	3.0% per month additional
DEA Task Force Investigator**	5.0% per month additional

B. **Additional Duty Assignments:** are part-time assignments performed in addition to normal duties. The City will provide premium pay as follows to Officers assigned to the following Additional Duty assignments:

Traffic Reconstructionist	5.0% per month additional
Dive	3.0% per month additional
Special Response Team (SRT)	3.0% per month additional

CJTC TAC Instructor*	3.0% per month additional
Range Master	3.0% per month additional
Civil Disturbance Team	3.0% per month additional
Defensive Tactics Program Coordinator	3.0% per month additional
EVOG Coordinator	3.0% per month additional
Police Training Officer	5.0% for all hours worked

C. Specialty and Additional Assignment Procedures:

1. First consideration for specialty and additional assignments will be given to applicants with at least three years on the department at the time of the vacancy. If there are no eligible candidates with three or more years of employment with the department, applicants with less than three years may be considered. The least senior person off probation and assigned to Patrol at the time of the vacancy would be subjected to any case of an involuntary transfer, including for Sergeant specialty assignments.

2. In the event there are no applicants to fill the specialty assignment or no applicant for the specialty assignment meets the qualifications for the position, a bargaining unit employee who occupied a specialty assignment, other than a Special Operations Investigator position, and who has not met the requirements of paragraph 3 below shall be eligible to apply for and fill the vacant specialty assignment position.

3. At the end of the established rotation period for any specialty assignment (including any approved extension options), the officer vacating the specialty assignment shall be required to work in patrol for a period of one (1) year from the date he/she vacated the specialty assignment. Officers may apply for a specialty assignment during their one (1) year in Patrol, as long as the appointment start date for the specialty assignment is after the completion of one (1) year.

4. In no event shall a bargaining unit employee who has worked as a Special Operations Investigator be excused from the operation of paragraph 2 above.

*The specialty pay for officers working as a TAC instructor at CJTC will remain in effect only for the duration of the contract with CJTC and conditioned upon continued reimbursement. Upon return to regular duty the officer will no longer be eligible for TAC instructor specialty pay.

**Selection for the DEA Task Force Investigator position shall only be open to applicants either currently or previously assigned to the Special Operations Unit. Experience as a full-time narcotics investigator from a prior agency may be considered in lieu of Special Operations experience. Upon appointment to this position, the appointee will begin a full Rotational Assignment term, in accordance with Appendix C.

D. K-9: A K-9 Officer will be released one hour prior to the end of his/her scheduled shift but be paid for the entire shift, unless the Chief (or his designee) otherwise requires the employee to stay. If the Chief (or his designee) requires the employee to stay, overtime shall be paid commencing at the end of the employee's regularly scheduled shift, but the one hour shall be paid at the applicable overtime rate. This compensation is agreed by the parties to be

a reasonable approximation of the time it is necessary for the officer to spend to care, groom, feed, maintain, transport, etc. the dog.

1. A K-9 Officer will either flex his/her start time or receive overtime for scheduled veterinary appointments as directed by the Chief or his/her designee.

2. In order to compensate the K-9 Officer for providing care while on combination leave, major medical leave, compensatory time off, or other time off, the K-9 Officer shall receive 6.1% per month additional premium pay.

3. When the K-9 Officer is on annual leave, or compensatory time off, and the canine is boarded at a kennel at the City's expense, the Officer's shift will not be reduced and the leave bank will be used accordingly.

E. **Maximum Limit:** Whenever two or more premium rates may appear applicable, a combined maximum limit of 8.0% shall apply, except that officers working as PTO will receive pay for both specialties and K9 officers will receive kennel time pay in addition to the specialty pay.

F. **Rotation Schedule:** The Investigator and Sergeants rotation schedule is attached as Appendix "C".

6.04 Detective Rank/Investigator Position

The Detective position shall become and remain a civil service rank. All Guild members holding the rank of Detective shall continue in such rank until their promotion, demotion, removal, resignation, retirement or other separation from the Department. By attrition (not filling positions vacated by promotion, demotion, removal, resignation, retirement or other separation from the Department), the City may reduce the number of persons holding the rank of Detective from 14 to 10, provided that the City adds one Investigator position for each Detective position that is lost as a result of attrition. This in no way addresses the right of management to align staffing to changing resources or mission.

6.05 Acting Pay: Officers assigned to perform the duties of a Sergeant for a shift or more shall be paid at the entry level pay for Sergeants for all hours worked as a Sergeant. Assignments shall be made as follows:

A. If a Sergeant will be absent for more than fifteen calendar days, an acting appointment will be made from the Sergeants register, if possible.

B. For absences of less than fifteen (15) days of a Sergeant in a specialty assignment, the absences will be filled by a step-up from that specialty unit.

C. For absences of a Sergeant not in a specialty unit for less than fifteen calendar days, the Department will call in a Sergeant to perform the work whenever the shift is below minimum staffing. In the event the Department is unable to get a Sergeant to fill the vacancy, it may appoint an officer to step-up as an acting Sergeant from among officers on duty at the

time. Whenever it is unnecessary to call back another officer, the Department may appoint an officer to step-up as an acting Sergeant from among the officers on duty at that time.

-ARTICLE 7 • CLOTHING AND EQUIPMENT-

7.01 City Provided Clothing: The City provides employees with uniforms and equipment which are required by Department policy, except personal undergarments and footwear.

7.02 City Property: All equipment, clothing, and other materials issued by the Department shall remain the property of the Department, and upon termination or retirement an employee shall turn in to the Department all equipment, clothing, and other materials which had been issued to him/her. The Department may reissue uniforms and equipment that are serviceable and in good condition, but will not reissue jumpsuits.

A. Nothing in this Agreement shall limit the Department's authority to set and maintain standards of appearance for the Department.

B. The employee shall be held accountable for all uniform items and all other equipment so assigned to the employee by the City. The Department will repair or replace any Department-issued clothing or equipment damaged in the line of duty, unless such damage is caused by the negligence of the employee.

C. Employees who suffer a loss or damage to clothing and/or personal property, other than medically necessary clothing and/or personal property, during the performance of their duties shall be reimbursed for such loss or damage by the City, but in no case shall such reimbursement exceed two hundred dollars (\$200.00) per occurrence. Employees who suffer a loss or damage to medically necessary clothing and/or personal property during the course of their duties shall be reimbursed for all such loss or damage.

7.03 Vehicles: Employees who are assigned a take home vehicle and who live outside the 30-mile radius outside the City limits as the crow flies shall either: (a.) park his/her assigned vehicle at a secured location at a public entity such as a fire district or police department no more than 30 miles outside the City limits, or (b.) reimburse the City for all mileage beyond 30 mile radius from the City limits at the standard mileage rate set by the Internal Revenue Service for personal vehicle use for business purposes. A flat rate shall be calculated based on the mileage beyond the 30-mile radius to the employee's home and regular work schedule, and shall be deducted from the employee's pay each pay period.

7.04 Uniform Issue and Replacement:

All employees will be issued the following equipment upon hiring.

Name Tag Cloth
Shirt LS LAPD (1)
Tie, black (1)
Tie Clip Gold (1)

Trousers, Wool LAPD (1)
Trousers Cargo BDU -- Specialty only (range officers)
Vest Armor Xtreme X (or other brand of like quality and threat level protection) (1)
Rank Insignia as needed
Baseball style cap with logo (1)
Baton, Telescopic, 21" (1)
Belt Duty (1)
Belt Keepers (set of 4)
Flashlight, Streamlight SL20X (1)
Handcuff Case Single (2) or Double (1)
Handcuff with key Hinged (1)
Handcuff with key Chain (1)
Holder, Baton 21" (1)
Holder, Capstun (1)
Holster Level III Glock (1)
Pouch, Magazine Vert/Horizontal (1)
Suspenders, Duty Belt (1)
Tactical Handcuff Key Large (1)
Bratwear Jumpsuit (or other brand of like quality with individualized fit)
(2) for patrol officer

Jumpsuits will be ordered upon successful completion of the PTO program. Newly hired officers will be issued two 5.11 (or other brand of like quality) uniforms from a supply maintained by the Department. These uniforms will be turned in upon issuance of the jumpsuits and may be reissued if serviceable and in good condition.

Gortex Rain Gear (pants and/or jacket) may be requested.

Traffic motors uniform issue and equipment:

- (a) Summer weight motor pants (2)
- (b) Winter weight motor pants (2)
- (c) Motor Shirt S/S (2)
- (d) Motor Shirt L/S (2)
- (e) Motor Boots (1 pair)
- (f) Gloves, summer (1 pair)
- (g) Gloves, winter (1 pair)
- (h) Helmet, flip up complete with communications system (to be replaced as needed).
- (i) Watershed rain gear (complete set)
- (j) Sunglasses (1 pair with polarized lenses and either interchangeable with clear lenses included or second pair with clear lenses)
- (k) Bratwear motor jacket (or other brand of like quality with individualized fit) (Yellow/Navy with Kevlar reinforced elbows/shoulders)
- (l) Winter hands handlebar covers
- (m) All shirts and the jacket complete with motor patches (small red/yellow wheel with wings patch on both sleeves)

Employees assigned to CIU, including Investigators, or in the promoted position of Detective will be issued the following:

- (a) Stinger flashlight
- (b) Off duty holster
- (c) Belt badge clip
- (d) Hidden agenda jacket, or approved substitute

7.05 Clothing Allowance.

A \$500 clothing allowance per employee assigned to non-uniformed assignments will be paid in one lump sum payment in the first pay period of February. Employees assigned after April will not receive the payment until the following February.

-ARTICLE 8 • HOURS OF WORK AND OVERTIME –

8.01 Generally: This Article is intended to define the normal hours of work and provide the basis for calculation of overtime. For the purposes of Fair Labor Standards Act (FLSA) compliance, a twenty-eight (28) day work period will be utilized. The City reserves the right to maintain and modify, as necessary, work period designations for different shifts in accordance with FLSA 207(k). This includes designating different work periods for different shifts.

8.02 Hours of Work:

A. **Patrol Division:** The Patrol Division Unit schedule will be divided into Squad A and Squad B. The regular patrol work day shall be ten (10) hours and forty (40) minutes (10.67 hours), with Wednesday overlaps, with five (5) days on, four (4) days off, five (5) days on, four (4) days off, five (5) days on, and five (5) days off duty. The City may adjust the starting time for employees on the patrol schedule for any shift up to one (1) hour with prior notification to the Guild or longer if by mutual agreement. The number of positions per shift will be determined from time to time by the City.

Additionally, the Department will identify mandatory training dates which shall be considered part of the regular work schedule. Notification of training dates will be provided prior to the time of the shift bid each year. Mandatory training will occur for both Squads A and B with Squad B covering patrol needs while Squad A is in training and vice versa. The training days will be a full shift (8 to 10.5 hours) at the beginning of each squad's work week to include breaks and a lunch. The squad that is in training will not be allowed time off on training days except as provided by the Unit Lieutenant. The squad covering patrol needs will be allowed time off as staffing needs allow.

B. **Non-Patrol Schedule:** The work schedule for Guild employees assigned to non-patrol work, except the Traffic Unit will be the equivalent of forty (40) hours per week and the normal work hours shall be four (4) consecutive ten (10)-hour days worked followed by three (3) consecutive days off during each seven (7) day work period. Non-patrol employees will be authorized to work a traditional five (5) eight (8)-hour day schedule upon request.

C. **Testifying in a Criminal Trial.** When a Detective/Investigator is required to testify in a criminal trial, they will adjust their schedule so as to minimize overtime.

D. **Meal Period.** For all regular full-time employees covered by this Agreement, a paid meal period of thirty (30) minutes will be allowed each shift. During such meal periods, the employee will maintain availability for normal work responsibilities.

E. **Shift Assignments.** Within patrol, shift assignments shall be determined by a seniority bid that occurs once per year for two (2) six-month segments. The LPIG agrees to perform this function. Officers who voluntarily bid from the A to B shift or vice versa will not accrue overtime as a result of the changeover and must use a schedule adjustment. No officer may bid to move from A to B shift or vice versa in the second cycle (6 months) however the officer may bid different shifts in the same patrol side. Any guild member who intends to move from an investigative or specialty assignment to patrol must notify the patrol lieutenant by October 1st preceding their respective bids to give adequate time for the department to advertise and fill that vacant opening before the bid process. Sergeants must bid for the proceeding schedules beginning October 1st and be completed by October 15th. Sergeants shall bid first in order of classification seniority date. Patrol officers shall then bid by departmental seniority date. The employee will bid for one of the available three shifts (days, swing, and graveyard) on Squad A or B. The LPIG member coordinating the bid will work with the patrol sergeants to determine early and late positions within their respective squads. The City shall not be required to assign more than two SRT officers from each squad based on departmental seniority.

Probationary employees will be required to rotate their shift assignment per departmental needs.

The City may move an officer during the year, or after reviewing the bid results based upon reasonable operational needs of the Department. In making such changes, the City will (when practicable) initially request volunteers, and thereafter make remaining assignments by utilizing the least senior officer(s) that meets the Department's needs.

F. **Shift Trades.** With management approval, shift trades may be made, upon request of the involved employees. Under no circumstances will a shift trade result in the payment of overtime, or have any other additional cost to the City.

G. **Involuntary Transfer.** An involuntary transfer based on employee conduct shall be for just cause.

H. **Specialty Assignment to SRT.** An employee in the Operations section (Patrol only) assigned to SRT is required to attend both SRT training days each month. If the training day falls on the employee's regular day off, the employee will be allowed to take a day off in the same pay period as long as staffing needs allow. If the employee is not able to take a day off during that pay period, the employee will be paid overtime per contractual requirements.

8.03 Overtime: All work which is performed in excess of the employee's regular work schedule shall constitute overtime and shall be compensated at one and one-half (1½) times the employee's regular hourly rate of pay. All overtime must be authorized by supervisory or command personnel. Employees working unauthorized overtime are subject to discipline.

A. Non Patrol overtime is open to any guild member covered by this contract unless the overtime requires specialized training/knowledge that is not provided during the basic academy. Non Patrol overtime will be posted and filled in the same manner as Patrol overtime described below.

B. Patrol overtime will be posted via email to Police Commissioned Officers. The first to “reply to all” will initially get the overtime and the on duty Sergeant will update the I drive schedule. Any senior officer under the rank of Sergeant may “bump” the officer who took the overtime for a forty-eight (48) hour period beginning with the initial posted overtime by the Sergeant. The bumping by senior officers may continue for this (forty-eight) (48) hour period. Seniority is based on department seniority. Any officer who bumps a junior officer must advise the on-duty patrol Sergeant and get the schedule updated.

C. Sergeant overtime will be posted via email to the Police Sergeant email address. The first to “reply to all” will initially get the overtime and that Sergeant will update the I drive schedule. Any senior Sergeant may “bump” the Sergeant who took the overtime by updating the I drive schedule for a forty-eight (48) hour period beginning with the initial posted overtime. The bumping by senior Sergeants may continue for this forty-eight (48) hour period. Seniority is based on the Sergeant Seniority list.

D. If the overtime is announced within forty-eight (48) hours of the overtime detail, senior officers may bump up to twelve (12) hours prior to the time the detail starts.

E. In no event may any officer bump another officer within twelve (12) hours of the scheduled start time of the event.

F. If there is an immediate need to fill overtime for either a Sergeant or Officer for patrol (OT is to begin in less than twelve (12) hours) the on-duty Sergeant will follow the process below:

* If the shift is to begin in less than five (5) hours, the on-duty Sergeant will send out a notice, via the established group text/e-mail, and wait for thirty (30) minutes, then award the shift to the senior person responding within that thirty (30) minutes.

* If the shift is to begin in more than five (5) hours, the on-duty Sergeant will send out a notice, via the established group text/e-mail, and wait for sixty (60) minutes, and then award the shift to the senior person responding within that sixty (60) minutes.

G. If an Officer or Sergeant is unable to work an assigned overtime shift, then the shift will be put back out for bid as described above.

H. In the event any LPIG member is required to work continuously from the end of one shift to the beginning of the next, the member’s supervisor may release them from duty with straight time pay for their entire upcoming shift.

I. Mandatory break. Other than during exigent or emergency circumstances, all employees shall have a minimum of six (6) consecutive hours off in a twenty-four (24) hour period.

8.04 Compensatory Time:

A. With approval of the City, employees may choose to accrue equal compensatory time in lieu of payment for authorized overtime worked up to a maximum balance of one hundred twenty (120) hours, provided that the employee notifies the Department of his/her desire to do so prior to the payroll cutoff date for the pay period in which the overtime pay was earned.

B. Employees with accumulated compensatory time may use such time off by submitting the request in writing to their supervisor. The Employer will approve requests for compensatory time off provided that the employee gives seven days' notice of their intent to use said time off, except that compensatory time off will not be granted (i.) on Independence Day or New Year's Eve; or (ii.) if the comp time off request would cause minimum staffing levels or otherwise result in additional costs to the City; or (iii.) during exigent circumstances. Once approved, the comp time request may not be cancelled except in case of emergency.

C. During the first pay period of December of each year, the City will cash out any accumulated compensatory time.

8.05 Schedule Adjustments for Training:

A. **Shift Changes.** The City may alter an employee's regular shift (but not days off) on the day of training (or if travel is required, beginning on the first day of travel) to accommodate department initiated training, provided that the employee is given ten days' notice of the alteration. On the day prior to the training, the maximum amount of time the shift may be adjusted is three and one-half hours.

B. **Voluntary Training.** Employees who request voluntary training may be asked to adjust their work schedule to minimize payment of overtime. If an officer attends voluntarily approved training on a regularly scheduled day off, and can take another day off within the same pay period, the time shall be considered an equal trade and no overtime or compensatory time shall result. If the day off cannot be taken within the same pay period, the training day shall be compensated at overtime rates (pay or compensatory time). The scheduling of the day off is subject to mutual agreement between the City and the officer with the object being to schedule the day off so no additional overtime expenditure is incurred.

C. **Regular Days Off Changes.** The Department may alter an employee's regular days off schedule (but no more than twice per employee in a calendar year) to accommodate training, provided that the employee is given ten days' notice of the alteration. In the event that an employee's days off are rescheduled pursuant to this section, the employee will receive comp time at the overtime rate for all hours spent in training on their normal day off.

D. **Time for Training.** Training will be scheduled during the employee's regular shift whenever reasonably feasible. If training cannot be reasonably scheduled during the employee's regular shift, it will be scheduled so that employees have a minimum of an eight-hour separation between the end of the employee's work shift and the beginning of the training session. Similarly, there shall be a minimum of an eight-hour separation between the end of the training session and the beginning of the employee's next scheduled shift. This shall be accomplished by the use of paid release time to the extent the schedule adjustment provided above is insufficient to provide the eight hours off. The requirement may be waived upon the voluntary written request of an employee.

E. The Department and the employee will work together to make proper adjustments to accommodate travel needs.

8.06 Daylight Savings Time: The parties will continue their existing practice, such that an employee's compensation shall not be affected (neither increased nor decreased) by the changeover caused by daylight savings time.

8.07 On-Call: Employees classified as Detective or assigned as Investigators may be placed on a rotating, on-call schedule on weekends. When assigned to be on-call, such employees shall be paid nine (9) hours of straight-time wage for the weekend, starting Friday evening, and running through Monday morning. Employees actually called back to duty from on-call status shall be paid pursuant to Section 8.08.

"On call" shall mean the employee is immediately -- within forty-five (45) minutes -- available for duty, sober and within telecommunications contact (beeper, radio, or phone).

8.08 Call-Back: When an employee is specifically called back outside of his/her regular shift schedule for duty, he/she shall be paid a minimum of three (3) hours at the overtime rate. If the call back exceeds three (3) hours the employee shall be compensated at the overtime rate for all hours actually worked. An employee called back to work to a location other than their station shall be paid consistent with the Portal to Portal Act. If an employee is required to return to duty to complete work which is incomplete through the fault of the officer (unless the work has been previously approved by the supervisor) no call back shall be paid. In such cases the employee shall be paid at the overtime rate for actual hours worked. An employee who is assigned a take home vehicle and qualifies for call back pay shall not be required to reimburse the City for mileage reimbursement, if any, and shall have any bridge tolls reimbursed.

The minimum guarantee provided by this section shall not be applicable to an extension of the employee's regularly scheduled shift regardless of whether such extension occurs at the beginning or the end of the employee's regularly scheduled shift.

8.09 Court: An employee required to testify in court during off duty hours for matters directly arising out of his/her duties on behalf of the Lakewood Police Department shall be paid a minimum of three (3) hours at one and one-half times his/her regular rate for such attendance, except where such attendance is an extension of the end of his/her regularly scheduled shift and for which time normal overtime procedures will apply. Court minimum overtime shall be paid unless the court appearance cancellation information is available to the employee by 5:00 p.m. the day before a required appearance.

8.10 Non-Pyramiding: There shall be no pyramiding of both call-back and court time for the same hours.

-ARTICLE 9 • ANNUAL LEAVE-

9.01 Annual Leave: Annual leave is a benefit granted to employees to continue normal compensation during approved absences and is intended to encompass both vacation and

medical leave. All full-time regular employees shall accrue leave at the following annualized rates prorated for each payroll based upon departmental seniority years of service provided however that any employee who was hired by the City prior to January 1, 2005 and fully commissioned at the time of such hire will accrue annual leave at the following annualized rates prorated for each payroll based upon all years worked as a fully commissioned police officer:

1st year	216 hours of leave per year
After 1st year through 4 years	240 hours of leave per year
After the 4th through 9 years	264 hours of leave per year
After the 9th through 14 years	288 hours of leave per year
After the 14th through 20 years	312 hours of leave per year
After 20th year	336 hours of leave per year

A. Annual leave accrues on a pay period basis and is not available for use during the pay period in which it is accrued.

B. Any unused leave shall be accumulated for succeeding years with a maximum accrual of 1,400 hours; however as of the end of the calendar year, the maximum accrual amount carried forward into the new year shall not exceed one thousand two hundred (1,200) hours of leave that the employee accrues.

C. Paid leave shall not be available for use during the first sixty (60) days of employment, except for illness. An employee who qualifies for use of leave shall not be permitted to take unpaid leave.

D. Other than in cases of illness or injury, the use of leave that was not bid is subject to the approval of an employee's supervisor and must be utilized in such a manner that service to the citizens is not disrupted. (For use of leave in cases of extended illness and injury, see Article 10.)

E. Upon separation, an employee (or deceased employee's beneficiary) shall receive payment equal to 65% of such employee's then accrued and unused leave hours at the employee's last regular rate of pay, based on a maximum carryforward and payout amount of 1,200 hours of accrued leave. In the event of a line of duty death as determined by the City, the deceased employee's beneficiary shall receive payment equal to 100% of the employee's then accrued and unused annual leave bank of no more than fourteen hundred (1,400) hours at the employee's last regular rate of pay.

F. An employee who submits a signed notice of retirement to occur during the following calendar year will be allowed carryforward and payout based on a maximum of one thousand four hundred (1,400) hours of accrued leave.

G. Abandonment of Position: Except for circumstances beyond the employee's control, an employee absent from work for three or more days who fails to notify his/her supervisor of the need for time off will be considered to have resigned his/her employment with the City.

9.02 Holidays: The following days are recognized as holidays:

<u>Commonly Called</u>	<u>Actual Calendar Holiday</u>
New Year's Day	First day of January
Martin Luther King Jr. Day	Third Monday of January
Presidents' Day	Third Monday of February
Memorial Day	Last Monday of May
Juneteenth	Nineteenth day of June
Independence Day	Fourth day of July
Labor Day	First Monday of September
Veterans' Day	Eleventh day of November
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving	Friday following the fourth Thursday in November
Christmas Day	Twenty-fifth day of December

Employees on the patrol schedule shall recognize the actual calendar holiday (midnight to midnight, 0000 to 2359). For all other bargaining unit employees, the recognized holidays shall be as specified above, with the provision that whenever any designated holiday falls upon a Sunday, the following Monday shall be the recognized holiday, and whenever any designated holiday falls upon a Saturday, the preceding Friday shall be the recognized holiday. The decision of whether an employee will be required to work on a recognized holiday will be made by the City.

A. Employees shall accrue and take holidays on a basis equivalent to the employee's regularly assigned shift hours (e.g., employees on 8-hour shifts shall accrue eleven (11) 8-hour holidays per calendar year and employees on 10-hour shifts shall accrue eleven (11) 10-hour holidays per calendar year, etc.).

B. An employee who is required to work on a recognized holiday shall be compensated at the rate of two and one-half (2½) times the employee's regular hourly rate of pay for each hour scheduled and worked to cover the regular holiday schedule inclusive of holiday pay in lieu of time off. Such holiday pay shall be paid for all hours actually worked for the entire shift for those employees whose shift begins on the recognized holiday. Any additional time outside of those assigned hours on a holiday will be paid at one and one-half (1½) the employee's regular rate of pay.

C. When a recognized holiday falls on an employee's regularly scheduled workday, but the employee is given the day off, the employee shall receive their normal pay for all hours that the employee would normally be scheduled to work at the regular rate of pay for the holiday time off.

D. When a recognized holiday falls on an employee's regularly scheduled day off, the employee shall receive holiday leave hours in an amount equivalent to the employee's regularly assigned shift hours.

E. All holidays will be scheduled and taken within the calendar year earned, provided that any unused holiday hours accrued under Section D above shall be automatically cashed out at the employee's regular rate of pay (excluding acting pay and step up pay) in the first pay period of December each year with the exception of Christmas Day which shall either be

taken in the second pay period of December or carried over into the next year's holiday bank. Non-patrol employees assigned to schedules of four 10-hour days or five 8-hour days are expected to take the recognized holiday off when it falls during their regular work schedule, but shall have the option of time off or payment as described above for those days falling on their regularly scheduled days off. Upon termination of employment, the employee will be paid only for unused holidays that occurred on or before the date of termination.

F. Employees regularly scheduled to work five 8-hour days will also be granted one 8-hour floating holiday. The floating holiday will accrue annually upon the employee's anniversary date and may not be accumulated.

9.03 Bidding for Annual Leave: Upon completion of the shift bid processes described in 8.02.E, patrol Sergeants will conduct an annual leave bid process for their respective squads. The bid process will be complete by the start of the new bid cycle (January 1st and July 1st). Patrol employees shall bid for annual leave (combination leave and days off in lieu of holidays) as follows:

A. Each individual, in departmental seniority order, shall select their first two weeks of annual leave time in a block. No more than six patrol employees may bid for the same annual leave period.

B. Following the first annual leave selection a similar bid selection shall be held for individuals entitled to more than two weeks and a third and fourth bid, if necessary, for those entitled to more than four weeks shall be held.

C. It is understood that subsequent bids shall not displace selections made during prior bidding periods. Subsequent bids may be scheduled adjacent to previous bids if the space is unfilled during subsequent bidding. Only two patrol officers from each shift may be on annual leave at the same time.

D. Once the bidding process is complete, the Patrol Lieutenant will review all of the bids to ensure compliance with this section, and then will approve bids for the year.

E. Annual leave that has been bid by an employee and approved by the City may not be revoked absent exigent conditions.

-ARTICLE 10 • USE OF ACCRUED LEAVE FOR ILLNESS OR INJURY

10.01 Approval: Approval for employees requesting leave for illness or injury is exempt from scheduling considerations (i.e. minimum staffing).

10.02 Use of Leave for Illness or Injury: Employees may use paid leave for absences to care for an employee's health and the health of family members as set forth in Personnel Policy and Procedure 800-24 Paid Sick Leave, and pursuant to City Policy 800-07 Family and Medical Leave Act Leave of Absences, and as required by federal and state law.

10.03 Medical Certification: Any absence of more than three consecutive scheduled work days for illness or injury will require medical certification. Medical certification is generally required for any absence which may qualify under the Family and Medical Leave Act. Medical certification to return to work may also be required, as appropriate.

10.04 When Leave is Exhausted: If an employee exhausts all accrued paid leave, the employee may request leave sharing and/or leave of absence without pay.

A. Shared Leave: The City will maintain a shared leave bank in accordance with City Policy 800-10.

B. Leave Without Pay: Leave of absence without pay shall be in accordance with City Policy 800-03

10.05 Leave Abuse: Any employee found to have abused leave benefits by falsification or misrepresentation shall be subject to disciplinary action.

10.06 Reporting Absences: An employee who is absent, or anticipates being absent, due to illness or injury of the employee or an immediate family member shall promptly report to his/her department head or his/her designee as soon as practicable indicating the reasons for and the probable duration of the illness or injury. Employees ordinarily must provide 10 days' advance notice when the leave is foreseeable. The employee shall keep his/her department head or designee informed of the duration of the employee's absence.

10.07 Requesting Leave for Illness or Injury: Leave for longer than three consecutive scheduled work days due to illness or injury is requested using the Family Medical Leave Act (FMLA) forms if applicable. The employee shall notify his/her supervisor in advance if the leave period is planned (e.g., surgery). In the case of an illness or qualifying absence where any related FMLA forms have not been completed in advance, the employee must notify his/her supervisor of the absence as soon as possible, but no later than 10:00 a.m. on the day such leave is being used (absent extenuating circumstances) and complete any required forms upon return to work or as directed by the Human Resources Department.

10.08 On Duty Injury: As identified in City Policy 700-07, it is the policy of the City of Lakewood to insure City employees who sustain an occupational injury or illness while acting in the course of employment with the State Worker's Compensation Industrial Insurance Plan through the Department of Labor and Industries (L&I). For qualifying cases, the employee shall be kept on salary (KOS) for a period not to exceed six (6) consecutive calendar months from the first date KOS is used or until the termination of the disability whichever comes first. If the absence exceeds six (6) consecutive months from the first date KOS is used, the employee shall receive any applicable workers' compensation time-loss benefits directly from L&I.

-ARTICLE 11 • BEREAVEMENT LEAVE-

11.01 Bereavement Leave: Upon timely notification to the employee's supervisor or on-duty supervisor, up to three (3) working days without deduction from accumulated paid leave may

be taken in the event of the death of the following members of the employee's family: spouse, child, parents, grandparents, grandchild, brother, sister, mother-in-law, father-in-law, stepchild, son-in-law, daughter-in-law, brother-in-law, or sister-in-law. Upon returning to work, the employee may be required to provide management with the following information about the deceased: their full name, location of death (city, state), location of funeral (city, state), and the relationship to the employee.

11.02 Additional Bereavement Leave: Employees qualifying for bereavement leave may receive additional bereavement leave in the event of the death of the employee's spouse, domestic partner, or child, unusual circumstances, or if travel is required to attend a funeral. The number of days allowed will be based on the individual circumstances surrounding the request, and will be approved at the discretion of the Chief.

-ARTICLE 12 • JURY DUTY-

12.01 Jury Duty: An employee required by law to serve on jury duty shall continue to be compensated at their regular rate of pay for each separate occasion the employee is required to serve. The City reserves the right to request that an employee who is called for jury duty be excused if his or her absence would create a hardship on the operational effectiveness of the Department.

A. When an employee is notified to serve on jury duty, he/she shall inform his/her immediate supervisor as soon as possible regarding the dates of absence from regular duties.

B. If an employee serves less than eight (8) hours, the employee may be required to report for work for any portion of their regularly scheduled shift during which they are not actually serving on a jury or waiting to be impaneled. Employees who have time remaining on their shift at the time of release or dismissal from jury duty shall immediately contact the on duty supervisor to determine whether they should report for duty.

C. The employee is not required to report back to his/her regular scheduled shift at the conclusion of jury duty as long as the employee was at jury duty for eight (8) hours or more. The employee will be compensated at their regular rate of pay for the full shift.

D. The City may move employees temporarily to day shift for the period of jury service upon receiving notification from the employee.

E. The fees, exclusive of mileage, shall be forwarded to the Finance Department.

-ARTICLE 13 • PERFORMANCE OF DUTY-

13.01 No Strike: Neither the Guild nor the City shall initiate, authorize, or participate in any strike, work stoppage, work slow-down, lock-out, or any other organized effort that interferes with the efficient operation of the Department. If any violation of this Article takes place, the

Guild Executive Board will immediately notify employees so engaging in such activities to cease and desist, and that such work stoppage, slowdown, or strike is illegal and unauthorized. No employee shall refuse to cross any picket line when called upon to cross such picket line in the line of duty.

13.02 Engaging in Prohibited Conduct: Employees covered by this Agreement who engage in any of the actions prohibited in this Article shall be subject to discipline, up to and including discharge.

-ARTICLE 14 • HEALTH AND SAFETY-

14.01 Physical Fitness: The City and the Guild agree the performance of Department duties requires that employees maintain physical fitness to perform the essential job functions with or without reasonable accommodation.

14.02 Fitness for Duty: A fitness for duty certificate signed by the consulting physician may be required upon return from a prolonged absence due to injury or illness, generally of at least two weeks' duration. When the Chief or designee has a reasonable basis for a concern that an employee cannot perform their essential job functions, a fitness for duty exam may be required. The City may require an examination at its expense, and on compensable time (including workers' compensation), performed by a physician of its choice, to determine when the employee is capable of performing the essential functions of the position, as well as any applicable limitations or restrictions.

14.03 Temporary Modified Duty: The City will consider temporary modified duty assignments for employees who are temporarily disabled from performing their regular duties due to injury, serious illness, or pregnancy, according to the City's temporary modified duty policy. Temporary modified duty assignments are at the sole discretion of the City. If there is no modified duty assignment reasonably available, the City is not required to create modified duty assignments.

-ARTICLE 15 • GRIEVANCE PROCEDURE-

15.01 Grievance Procedure: Any grievance that may arise between the parties concerning the application or interpretation of this Agreement shall be settled in the manner prescribed by this grievance procedure.

A "grievance" is defined as a claim or dispute by an employee, group of employees, the City or the Guild concerning the interpretation or application of the provisions of this Agreement. Should a claim or dispute arise, an earnest effort shall be made to settle such claims or disputes promptly and in the manner hereinafter outlined.

Step 1: A grievance may be presented to the Police Chief (or designee), with a copy to the Human Resources Director, by the Guild within fourteen (14) calendar days of the date when the Guild knew or reasonably should have known of the alleged occurrence. The submission shall be in writing, setting forth the nature and facts of the grievance, the articles of this agreement allegedly violated, and the requested remedy. The Police Chief or designee shall attempt to settle the grievance within ten (10) business days after it has been presented, and shall respond in writing with a copy to the Human Resources Department.

Step 2: If the grievance is not settled by the Police Chief, it may be forwarded to the City Manager, with a copy to the Human Resources Director, within ten (10) business days of receipt of the Police Chief's response.

The City Manager shall have ten (10) business days from receipt of the grievance to review the grievance and respond in writing.

Step 3: If the grievance is not settled at Step 2, the matter may be submitted by either of the signatory parties, in writing, to arbitration within ten (10) business days of receipt of the City Manager's response.

15.02 Timelines: All grievances shall be processed in a timely manner. The time limits contained herein are established to settle grievances quickly. The time limits may be extended only by written agreement of the parties. Claims of untimeliness shall be presented by the claiming party in the next written submission of that party under this grievance procedure.

15.03 Alternative Filing: In those instances when the discipline involves suspension or discharge of the employee, Step 1 shall not apply, and any grievance must be filed at Step 2 of the Grievance Procedure within ten (10) business days of the suspension or termination. By mutual agreement, grievances may be initiated at any step in the grievance procedure.

15.04 Processing of Grievance: The provisions of this Article shall not be interpreted to require that the Guild process any grievance through the grievance or arbitration procedure.

15.05 Appeal: Civil Service Appeal Constitutes Election of Remedies. Actions both subject to appeal through Civil Service appeal procedures or grievable under the terms of this Agreement must follow either the grievance procedure contained herein or procedures regarding such appeals to the Civil Service Commission, including applicable deadlines. Under no circumstances may an employee use both the Agreement grievance procedure and Civil Service Commission procedures relative to the same action. If an employee pursues an appeal to a civil service hearing, such action constitutes an election of remedies, and by doing so, he/she agrees to have waived the right to arbitrate the matter under this Agreement.

-ARTICLE 16 • ARBITRATION-

16.01 Arbitration: Only the City or the Guild, and not individual employees, may take a matter to arbitration.

16.02 Selection of Arbitrator: The City and the Guild will endeavor to select a mutually acceptable arbitrator to hear the dispute. If the City and the Guild are unable to agree upon an arbitrator within seven (7) calendar days after receipt by the City of the written demand for arbitration, the Guild or the City may request a list of seven (7) Washington or Oregon arbitrators from the Washington Public Employment Relations Commission. After receipt of the same, the parties will flip a coin to determine the order of striking and shall alternately strike the names of the arbitrators until one name remains.

16.03 Failure to Select an Arbitrator: If the party moving the matter to arbitration has failed to respond to requests by the other party or has refused or been otherwise unavailable to select an arbitrator within ten (10) business days following the notice of arbitration, the matter shall be deemed settled and shall not proceed to arbitration.

16.04 Limitations on Arbitrator's Authority: The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. Any decision or award the arbitrator renders shall be final and binding upon the City and the Guild. The arbitrator's decision may not provide for retroactivity further than the time period specified in Step 1 in Article 15 above to the filing of the grievance.

16.05 Employee Rights: Nothing in this Article prevents an employee from adjusting employment matters directly with their employer as to the extent provided by law.

16.06 Arbitration Expenses: The fees and expenses of the Arbitrator shall be borne equally by the Guild and the City. Each side will pay its own attorneys/representatives, except that in the event the City unsuccessfully appeals to court a grievance arbitration award, the provisions of RCW 49.48.030 shall be applicable to the appeal.

16.07 Preparation and Attendance: Required preparation for and attendance at an Arbitration hearing as a witness for the City will be considered hours worked.

-ARTICLE 17 • INSURANCE COVERAGE-

17.01 Medical Insurance: The City agrees to provide the option of medical insurance to all Guild employees and their dependents. The medical insurance plans which are in effect for 2021 are a choice of Regence HealthFirst 250, Regence High Deductible Health Plan (HDHP), or Kaiser 200 Plan, as offered through the Association of Washington Cities.

A. For those employees on the Regence HealthFirst250 and Kaiser200 Plan, the City will pay 100% of the applicable tiered rate premium for the employee and 86% of the tiered rate premium for dependents.

B. For those employees on the Regence High Deductible Health Plan with Health Savings Account, the City will pay 100% of the applicable tiered rate premium for the employee and dependents, and the following HSA contribution.

Category		Annual Contribution
Employee Only		\$3350
Employee and Spouse		\$4500
Employee, Spouse and 1 Child		\$5750
Employee, Spouse and 2 or More Children		\$6750
Employee and 1 Child		\$4500
Employee and 2 or More Children		5750

C. Those employees hired after January 1st, 2013, will, initially upon hire, be required to be on the High Deductible Health Plan (HDHP) unless precluded by a documented, ongoing medical condition or unless covered by Tricare, and will be allowed to switch from the HDHP to another plan during the annual open enrollment period.

17.02 Dental Insurance: The City agrees to provide dental insurance for employees and their dependents. The City shall pay 100% of the premium for dental coverage. The dental insurance plan in effect at the time of this Agreement is Washington Dental Service Plan E, as offered through the Association of Washington Cities. There will be no new open enrollment in Willamette Dental, and Willamette Dental will be discontinued effective January 1, 2017

17.03 Orthodontia Insurance: The City agrees to pay 100% of the premium for orthodontia coverage for the employee's dependent children. The orthodontia plan in effect at the time of this Agreement is Washington Dental Service Orthodontia Plan II, as offered through the Association of Washington Cities.

17.04 Vision Insurance: The City agrees to pay 100% of the premium for a separate vision plan for employees and their dependents. The vision plan in effect at the time of this Agreement is Vision Service Plan \$25 deductible, as offered through the Association of Washington Cities.

17.05 Labor & Industries Insurance: The City agrees to pay the applicable employer rate portion of the premium for L&I Insurance. The employee shall pay the applicable employee rate portion of the premium.

17.06 Life Insurance: The City agrees to pay 100% of the premium for a group term life, accidental death and dismemberment insurance policy for each employee in the amount of the employee's total annual salary rounded up to the next thousand dollars, to a maximum of \$100,000. The life insurance plan in effect at the time of this Agreement is Standard Insurance Company Policy 625349-C.

17.07 Survivor Income Life Insurance: The City agrees to pay 100% of the premium for a survivor income life insurance policy, which provides a monthly benefit to an employee's eligible spouse and children upon the employee's death. The survivor income life insurance plan in effect at the time of this Agreement is Standard Insurance Company Policy 625349-A.

17.08 Long-Term Disability Insurance: The City agrees to pay 100% of the employee premium for the Fraternal Order of Police (FOP) long-term disability insurance policy. The premium amount paid by the City will be taxable income to the employee.

17.09 Equivalent Insurance Coverage: The City has complete authority to change the plans under this Article, so long as the level of benefits and overall cost to employees remains principally the same as those which were provided by the above-indicated plans on the date of entry of this Agreement.

17.10 Option for Employees Covered by Outside Medical Insurance: Eligible employees may opt out of medical insurance coverage, providing that proof of current medical insurance is provided and a waiver of coverage is initiated. Alternate medical coverage must be maintained. Proof of current medical coverage will be required at least annually; however, the City may require proof at any time. If the employee opts out of medical coverage, the City will contribute a flat rate of three thousand six hundred (\$3,600) dollars annually (prorated each pay period) into the employee's 457 deferred compensation account and/or a portion may be placed in the employee's Section 125 plan, in compliance with the requirements of the plan, at the discretion of the employee.

-ARTICLE 18 • RETIREMENT BENEFITS/DEFERRED COMPENSATION

18.01 Law Enforcement Officers and Fire Fighters Retirement Plan (LEOFF): All eligible employees shall be covered by the LEOFF Retirement Plan in accordance with the laws of the State of Washington for commissioned employees.

18.02 Social Security Alternate: In lieu of Social Security, the City provides an alternative 401(a) defined contribution plan. The City shall contribute on behalf of each employee 4.77 percent of the employee's earnings up to the maximum Social Security annual limits. The employee will contribute 6.2 percent of the employee's earnings up to the maximum Social Security annual limits. The City shall provide Medicare contributions pursuant to federal law and the required employee contributions shall be deducted from employees' paychecks.

18.03 Deferred Compensation: The City shall match the employees' contribution, by payroll deduction, to a qualified 457 deferred compensation plan in an amount up to but not to exceed six percent (6%) of the employee's base monthly pay rate.

-ARTICLE 19 • ALCOHOL & DRUG FREE WORK ENVIRONMENT-

19.01 Prohibited Conduct: Reporting to work under the influence of alcohol and/or illegal

drugs, or the unauthorized use, sale, distribution, dispensation, manufacture or possession by an employee of illegal drugs is strictly prohibited and will result in disciplinary action, including immediate termination. For the purpose of this Article, use of substances that require a prescription or other written approval from a licensed physician or dentist for their use shall also be prohibited when used other than as prescribed.

19.02 Duty to Disclose: Employees are expected to disclose the nature of their job duties to any prescribing physician and to inquire of the physician whether their use of the drugs prescribed might result in any impairment of their ability to perform the essential job functions. Each employee must advise the City if they are using prescription or over-the-counter drugs they know or reasonably should know may impair their ability to perform job functions and/or operate machinery such as automobiles. Under appropriate circumstances the City may request the employee to provide written medical authorization from their physician to perform various essential job functions while using such drugs. The City reserves the right to restrict the work activities of any employee who is using legal drugs or prohibit any employee from working entirely while he or she is using legal drugs, if the employee cannot perform the essential job functions with or without reasonable accommodation.

19.03 Voluntary Rehabilitation: Any voluntary request by an employee for assistance with his/her own alcohol or drug abuse problem will remain confidential and shall not be used as the basis for any disciplinary action provided that the request for assistance is initiated prior to being identified as impaired through the procedures herein, and prior to the employee having engaged in any misconduct.

19.04 Reasonable Suspicion Testing: Where a supervisory employee of the City has a reasonable suspicion to believe an employee is under the influence of alcohol or illegal drugs, or is abusing the use of prescription or over-the-counter drugs, or is using illegal drugs, the City may require that the employee submit to discovery testing. Such tests include breath tests, urinalysis and/or blood screens to identify any involvement with alcohol or such drugs.

An employee who refuses to submit to discovery testing for alcohol and/or prohibited drugs where the City has reasonable suspicion shall be conclusively presumed to be under the influence of alcohol or a prohibited drug for the purpose of administering this Article, and therefore will be subject to discipline, including immediate discharge.

19.05 Definitions: For the purpose of administering this Article, the following definition of terms is provided:

A. **Reasonable Suspicion** means suspicion based on facts and reasonable inferences from those facts in the light of experience, that discovery testing will produce evidence of a violation of the Article by an employee. Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to, any of the following:

1. Observable occurrences, such as direct observation of substance abuse and/or the physical symptoms of being under the influence of a dangerous substance; or
2. A report of substance abuse by an employee while at work provided by a reliable and credible source.

B. **Under the Influence** means a condition which: is the result of using alcohol, drugs, or other substances which impair the employee's ability to perform his or her job functions.

C. **Failing a Drug/Alcohol Test** means that the test result showed positive evidence of the presence of alcohol or a drug in an employee's system in violation of this Article. Failing a drug or alcohol test may also be referred to as "testing positive." "Failing" also includes the refusal to submit to testing or complying with the requirements of any portion of this Article. For the substances listed below, an employee will be considered to have failed at the following threshold levels:

<u>Drug</u>	<u>Screening Threshold*</u>	<u>Confirmation Threshold*</u>
Amphetamine	500	500
Methamphetamines	1000	500
Methaqualone	300	300
Cocaine	150	150
Marijuana/THC	50	15
Opiates	2000	2000
Phencyclidine (PCP)	25	25
Barbiturates	200	200
Benzodiazepines	200	200
Methadone	300	300
Oxycodone	300	300
Propoxyphene	300	300
Tricyclic Antidepressants	1000	1000

The parties agree to meet and determine potential testing levels for steroids.

* All units are in ng/ml

The level of the positive result for ethyl alcohol is 0.02 gr/dl

D. **Illegal Drugs** means all forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, for which sale, purchase, transfer, or unauthorized use or possession is prohibited or restricted under either federal or state law.

E. **Medical Review Officer (MRO)** is a licensed physician responsible for receiving and interpreting laboratory results for drug tests, who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's positive test result together with the individual's medical history and any other relevant biomedical information.

F. **Over-the-Counter Drugs** are those drugs that are generally available without a prescription and are limited to those drugs that could reasonably be anticipated to impair the employee's ability to perform essential job functions.

G. **Prescription Drugs** are all drugs that could reasonably be anticipated to impair the employee's ability to safely perform the essential job functions, are used in the course of medical treatment, and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

19.06 Testing Procedures: If an employee is required to submit to a drug and/or alcohol test,

the following procedure shall be followed:

- A. The employee shall be given notice of an opportunity to confer with a Guild representative, if one is readily available.
- B. The employee shall be given an opportunity to explain the reasons for the employee's condition, such as reaction to a prescribed drug, fatigue, exposure to toxic substances, or any other reasons known to employee, to the test administrator. The Guild representative may be present during this discussion.
- C. The City may require breath, urine and/or blood samples.
- D. Urine and blood samples shall be collected at a local laboratory, hospital, or medical facility. The City shall transport the employee to the collection site. The City and/or Guild representative may be allowed to accompany the employee to the collection site and observe the bottling and sealing of the specimen. The employee shall not be observed by the City when the urine specimen is given.
- E. All specimen containers, vials, and bags used to transport the specimen, shall be sealed to safeguard their integrity (upon request, in the presence of the City, employee and Guild representative) and proper chain-of-custody procedures shall be followed.
- F. Employees who test positive for drugs may request a second test of the remaining portion of the split sample at a laboratory chosen by the Guild for testing. The cost of this test will be paid by the employee. Failure to exercise this option may not be considered as evidence in an arbitration or other proceeding concerning the drug test or its consequences. The results of this second test shall be provided to the City in conformance with the Americans with Disabilities Act (ADA) and Health Insurance Portability and Accountability Act (HIPAA).
- G. The employee and the Guild (upon consent of the employee) shall be informed of the results of all tests, and provided with all documentation regarding the tests as soon as the test results are available. Such disclosure shall be in conformance with the ADA and HIPAA.
- H. If a specimen tests positive in an immunoassay screen test, the results must be confirmed by a gas chromatography/mass spectrometry tests. The specimen must show positive results at/within the limits defined in Section 19.5 C on the GC/MS (gas chromatography/mass spectrometry) confirmatory test to be considered positive.

19.07 Confirmation of Positive Test Result: The City is a member of the Association of Washington Cities (AWC) Drug and Alcohol Consortium and uses the Medical Review Officer (MRO) designated by the Consortium to review all confirmed positive test results and communicate those results to the City. The MRO shall have the responsibility to determine for the employer when an individual has failed a drug test in accordance with the standards enumerated herein. The MRO shall retain all records of all positive tests for at least five years and records of all negative tests for at least one year.

19.08 Final Test Result: If the results of the drug or alcohol test support a conclusion that the employee violated this Article, the employee shall be subject to discipline, including immediate discharge. If the results of testing do not confirm a violation of this Article, all test related records shall be considered confidential medical records of the employee.

19.09 Limited Medical Release: Employees may be required to sign a limited medical release

in conformance with this Article as a condition of employment.

-ARTICLE 20 • OUTSIDE EMPLOYMENT-

20.01 Outside Employment: A Guild member shall not accept employment outside the course of his/her official duties unless authorized in writing by the Police Chief or designee. Employees shall be authorized to work in outside employment only during their regular or scheduled time off. The Chief reserves the right to refuse any request for outside employment for reasonable cause. For purposes of this Agreement, outside employment falls into two categories, “extra-duty” and “off-duty.” Nonexclusive examples of reasonable cause include:

1. Interfering with the efficiency of law enforcement and public safety;
2. Interfering with the employee’s performance of regular police duties;
3. Detracting from the image of the police profession;
4. Involving work in a law enforcement or security capacity outside the corporate limits of the City of Lakewood unless authorized by both the Police Chief and the chief law enforcement officer (or his/her designee) in the jurisdiction where the employment is located;
5. Involving work in conjunction with or in any capacity with a tow company, bail bondsman, taxicab or ambulance company;
6. Involving work in a lounge, tavern, gaming establishment, or nightclub setting where alcoholic beverages are served. Exceptions will be made by the Chief or his/her designee for establishments listed by the Department as high crime bars, but the detail of officers will be for security in the parking lot of the establishment only. On-duty officers will go into bars only in response to on-going crime or as part of bar checks or sweeps;
7. Following from or resulting in sick leave abuse or excessive absenteeism in an employee’s primary police employment.
8. While on administrative leave.

20.02 Extra-Duty Employment: Extra-Duty Employment is special detail work available to bargaining unit members during their off-duty hours when the City contracts with private and public entities to provide police related services or assistance with their business or operations.

A. The opportunity to work extra-duty is solely at the employee’s discretion and is not mandatory. The Department functions as the point of contact with contracting organizations and manages the scheduling of officers. Employees remain bound by the policies, procedures, and values of the City and the Department during extra-duty details.

B. All City contracted extra-duty employment will be paid through the City payroll system. Employees who accept extra-duty will be compensated at a flat hourly rate as agreed between the Guild and the Chief (or designee) from time to time. Extra-duty compensation will be for actual hours worked. Hours worked for the contracting organization are not counted for purposes of overtime compensation, per 29 CFR 553.227. The City will be reimbursed for extra-duty costs by the contracting organization, including reimbursement for vehicles and payroll costs.

C. Employees are required to wear Department uniforms for extra-duty unless otherwise authorized in writing by the Chief or designee. Employees may utilize City equipment while on extra-duty. Employees may utilize City vehicles for extra-duty only when such use is included in the City's agreement with the contracting organization.

D. Employees are covered for workers' compensation while on extra-duty. The City shall indemnify and defend any employee against any claim or suit, where such claim or suit arose because such employee exercises his/her authority as a Lakewood Police Officer during extra-duty employment. The City shall pay on behalf of any employee in the bargaining unit any sums which the employee shall be legally obligated to pay as a result of that employee's reasonable and lawful activities and exercise of authority within the scope of his/her duties and responsibilities as a Lakewood Police Officer.

E. It is understood that except as otherwise provided in this Agreement, the employee will not accrue or receive any major medical leave, combination leave, holiday benefits, or other benefits for hours worked at outside employment.

F. Employees may not work extra-duty jobs while being compensated for a personal or family illness or disability leave.

G. Employees who are on their initial probationary period shall not be eligible for extra-duty work, unless specifically exempted from this provision by the Chief. The City may suspend, deny, or revoke extra-duty work privileges for reasonable cause.

H. Scheduling of extra-duty work will be the responsibility of the Guild.

I. The contracting of extra-duty employment of officers for public and private events is not a required police function. The Department reserves the right to suspend or discontinue the process at any time in the event it is not working as intended, or becomes too much of a burden on Department resources. Such decisions will be made at the sole discretion of the Chief.

20.03 Off-Duty Employment: Off-Duty Employment is when a bargaining unit member is employed directly by and paid directly by an outside employer during his/her off-duty hours. All scheduling of off-duty employment is the sole responsibility of the individual employee and shall be conducted so as not to interfere with any employee's on-duty hours of employment.

A. Any use of department uniforms, vehicles, and/or equipment for off-duty employment must be specifically authorized by the Chief.

B. The City provides no workers' compensation coverage for off-duty employment.

C. There shall be no obligation to defend and indemnify an officer for claims or suits arising from an officer's off-duty employment, unless otherwise required by law.

D. The employee shall provide the Chief with information about any off-duty employment, including the name of the employer, a description of the business, the duties of the employee, and the expected hours of employment. The employee shall keep the Department informed of any change in the circumstances of employment.

E. Before each new off-duty employment, an employee must obtain or have on file written authorization signed by the Chief or designee. Such authorization shall remain in effect unless there is a substantial change in circumstances.

-ARTICLE 21 • FAMILY & MEDICAL LEAVE –

21.01 Family and Medical Leave: The City shall adhere to City Policies 800-07, and 800-24 and all federal and state mandates in the provisions of the Family Medical and Leave Act and the Washington State Family Care Act. The City and the employees shall each pay their portion of the premium for the Paid Family Medical Leave (PFML) program benefits as set forth in RCW 50A.04.

-ARTICLE 22 • CONTINUATION OF BENEFITS DURING MILITARY LEAVE–

22.01 USERRA Health Care Coverage: Under the Uniformed Services Employment and Reemployment Rights Act (USERRA), when a person is absent from employment by reason of service in the uniformed services, the person may elect to continue coverage under the health plan provided through their employment for up to 24 months on a self-pay basis. This includes health care coverage for the employee and/or the employee's dependents. Because the City recognizes that it may place a financial burden on the employee to continue such coverage on a self-pay basis, the City agrees to offer dependent coverage during military leave as specified in this Article.

22.02 City-Paid Dependent Coverage: For any employee who meets the below eligibility requirements, and who chooses to continue the current health care coverage for his/her dependents while on military leave, the City agrees to continue to pay the employer portion of the health insurance premiums for the dependents while the employee is on active military duty.

22.03 Eligibility Requirements:

A. The employee must be military retired or a military reservist who is ordered to report for involuntary active military duty by the United States government, (this may include being a member of the Army, Navy, Air Force, Marine Corps, Coast Guard and their Reserves; the Army and Air National Guards; the Public Health Service commissioned corps; and other categories designated by the President of the United States); and

B. The involuntary active military duty requires the employee to take a leave of absence from his or her City position; and

C. The employee has exhausted annual paid military leave as provided by RCW 38.40.060; and

D. The employee continues to contribute the employee portion of health insurance premiums for dependents as though the employee were still working.

22.04 Definitions:

“Employer portion of health care benefits” means the City will continue to pay the same portion of premiums for health insurance coverage currently held by the employee’s dependents as though the employee were still working full-time, plus the two percent administrative fee for USERRA continuation coverage.

22.05 Procedures:

A. An employee who meets the above eligibility requirements who wishes to continue the current health care coverage for his/her dependents during military leave under this Article must submit a written request to the Human Resources Department with as much advance notice as is reasonably possible upon learning of scheduled military duty. The written request must include an attachment of military orders or such documentation of the upcoming period of active military duty as is readily available. The written request and documentation must be submitted prior to the military leave unless military authorities determine that military necessity precludes the employee from giving prior notice or it is otherwise impossible or unreasonable for the employee to provide such notice.

B. The employee called to active military duty may exercise this option for a maximum of 24 months, or the length of the active duty, whichever is less.

-ARTICLE 23 • MISCELLANEOUS CONDITIONS-

23.01 Severability: Should any provision of this Agreement, or its application to any person or circumstance, be held invalid by any court of competent jurisdiction, the remaining portions of this Agreement, or the application of provisions to any other person or circumstance shall be unaffected, and shall remain in full force and effect. Upon request of either party, the parties agree to meet and negotiate whether such invalid provision should be amended or replaced.

23.02 Entire Agreement: The Agreement expressed here in writing constitutes the entire agreement between the parties and no express or implied statement or previous statement shall add to or supersede any of its provisions. The City and the Guild, for the term of this Agreement, acknowledge that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not referred to or covered in this Agreement unless mutually agreed upon.

23.03 Labor Management Committee: A Labor Management committee may be formed from time to time. Said committee will meet upon mutual agreement for the purpose of discussing issues that may arise between the parties.

-ARTICLE 24 • DURATION OF AGREEMENT-

24.01 Duration of Agreement: This Agreement shall be effective from January 1, 2021, through December 31, 2022.

24.02 Contract Negotiations: This Agreement shall remain in full force and effect during the period of negotiations for a successor Agreement or, after December 31, 2022, until after thirty days written notice is given by either party to terminate this Agreement.

Dated this _____ day of _____, 2021.

LAKEWOOD POLICE
INDEPENDENT GUILD

APPROVED BY CITY COUNCIL
CITY OF LAKEWOOD

Andy Suver, Guild President

John J. Caulfield, City Manager

Tim Borchardt, Guild Vice President

ATTEST:

Briana Schumacher, City Clerk

APPROVED AS TO FORM:

Heidi Ann Wachter, City Attorney

APPENDIX A

Salary Schedule

Effective January 1, 2021, the monthly wage rate shall be as follows:

Police Officer -- Step 1 (1-12 months)	\$6,087
Police Officer -- Step 2 (13-24 months)	\$6,301
Police Officer -- Step 3 (25-36 months)	\$6,520
Police Officer -- Step 4 (37-48 months)	\$6,749
Police Officer -- Step 5 (49 – 60 months)	\$6,985
Police Officer -- Step 6 (61 – 72 months)	\$7,230
Police Officer -- Step 7 (73 – 84 months)	\$7,484
Police Officer -- Step 8 (85 – 96 months)	\$7,744
Police Officer – Step 9 (97+ months)	\$8,091
Detective	\$8,577
Sergeant -- Step 1 (1-12 months)	\$9,143
Sergeant -- Step 2 (13+ months)	\$9,709

Effective January 1, 2022, the monthly wage rate shall be as follows:

Police Officer -- Step 1 (1-12 months)	\$6,330
Police Officer -- Step 2 (13-24 months)	\$6,553
Police Officer -- Step 3 (25-36 months)	\$6,781
Police Officer -- Step 4 (37-48 months)	\$7,019
Police Officer -- Step 5 (49-60 months)	\$7,264
Police Officer -- Step 6 (61 – 72 months)	\$7,519
Police Officer -- Step 7 (73 – 84 months)	\$7,783
Police Officer -- Step 8 (85 – 96 months)	\$8,054
Police Officer – Step 9 (97+ months)	\$8,415
Detective	\$8,920
Sergeant -- Step 1 (1-12 months)	\$9,509
Sergeant -- Step 2 (13+ months)	\$10,097

An employee shall be granted the first step increase in salary rate upon completion of twelve (12) months of “actual service” when hired at the first step of the salary range, and succeeding step increases shall be granted after twelve (12) months of “actual service” from the date of eligibility for the last step increase to the maximum of the range.

For lateral hires assigned salary steps other than the beginning step of the salary range, subsequent salary increases within the salary range shall be granted after twelve (12) months of “actual service” from the appointment or increase, then at succeeding twelve (12) month intervals to the maximum of the salary range established for the class.

“Actual service” for purposes of this section shall be defined in terms of one (1) month’s service for each month of full-time employment, including paid absences.

In determining the appropriate spread between top step Officer and Sergeant, the parties took into account that Sergeants do not receive specialty pay.

The Detective salary is 6% above (106% of) the top step Police Officer wage rate.

The Step 1 Sergeant salary is 13% above (113% of) the top step Police Officer wage rate.

The Step 2 Sergeant salary is 20% above (120% of) the top step Police Officer wage rate.

APPENDIX B

Professional Development Pay

Section 1 Master Police Officer. This program benefits both the individual and the Department as a whole, through special projects, continuing education, and the overall and continued upgrading of personal knowledge. All bargaining unit employees are eligible to receive premium pay in accordance with the following schedule:

<u>Master Police Officer (MPO) Step</u>	<u>Pay</u>
MPO 4	Two percent (2%)
MPO 3	Three percent (3%)
MPO 2	Five percent (5%)
MPO 1	Seven percent (7%)

The steps under this schedule shall not be cumulative and an employee is only entitled to the percentage under the employee's current step. The percentages set forth above are calculated on and added to the employee's base salary. Eligibility requirements for the respective steps are as follows.

Master Police Officer 4 (MPO 4)

1. Successful completion of five years of service with the Lakewood Police Department.
2. Two years of college (90 quarter hours or 60 semester hours) or 160 hours of Department approved law enforcement training (exclusive of the Basic Academy). Half of the training hours may include In-service or Additional Duty Training hours.

Master Police Officer 3 (MPO 3)

1. Successful completion of ten years of service with the Lakewood Police Department.
2. Three years of college (120 quarter hours or 90 semester hours) or 240 hours of Department approved law enforcement training (exclusive of the Basic Academy). Half of the training hours may include In-service or Additional Duty Training hours.
3. Successful completion of the equivalent of three years of experience in specialty assignments and/or additional duties as specified in Section 2 below.

Master Police Officer 2 (MPO 2)

1. Successful completion of fifteen years of service with the Lakewood Police Department.
2. Four years of college (180 quarter or 90 semester hours) or 240 hours of Department approved law enforcement training (exclusive of the Basic Academy). Half of the training hours may include In-service or Additional Duty Training hours.
3. Successful completion of the equivalent of six years of experience in specialty assignments and/or additional duties as specified in Section 2 below.

Master Police Officer 1 (MPO 1)

1. Successful completion of twenty years of service with the Lakewood Police Department.
2. Four years of college (180 quarter or 90 semester hours) or 320 hours of law enforcement training (exclusive of the Basic Academy) of Department approved training. Half of the training hours may include In-service or Additional Duty Training hours.
3. Successful completion of the equivalent of nine years of experience in specialty assignments and/or additional duties as specified in Section 2 below

Section 2 MPO Specialty Assignments and Additional Duties. Years of experience for specialty assignments and additional duties that qualify for placement on the MPO schedule are earned as follows:

- A. Employees will earn 1.0 (one) year for each year of service in the following assignments: K-9 Officer, Detective, Traffic Officer, CJTC TAC Instructor, Investigator, Traffic Reconstructionist, Background/Internal Affairs Investigator, Training/Accreditation Officer, Neighborhood Police Officer (NPO), Domestic Violence/Special Assault Investigator, Special Operations Investigator/Member, Gang Investigator, and Property Pro-Act Investigator.
- B. Employees will earn 0.5 (five-tenths) of a year for each of year of service in the following additional duties: Explorer Advisor, Honor Guard Coordinator, Hostage Negotiator, Marine Services Officer, Dive Team, Meth Lab Response Team, Narcotics/Gang Tip Team Coordinator, Reserve Officer Coordinator, Reserve Officer Advisor, Special Response Team (SRT), Civil Disturbance Team (CDT), Bike Patrol, Defensive Tactics Program Coordinator, DT Instructor, EVOC Instructor, Range Master, Firearms Instructor, Honor Guard Member, Narcotics/Gang

Team Member, Patrol Training Officer (PTO), Drug Recognition Expert (DRE), Phlebotomist, and UAS (Drone) Team.

Section 3 MPO Eligibility

A. **Notification.** Each employee will notify the Department in writing when requesting MPO pay and documenting the years of service in applicable specialty assignments and/or additional duties. A review will be done of his/her qualifications. MPO or City residency pay shall be paid to the employee beginning the next pay period following receipt of proper documentation by the Human Resources Department, and shall not be retroactive.

B. **Eligibility for Employees Hired Prior To Ratification of This Agreement.** Years of service as a fully commissioned officer and time spent in any of the above listed assignments at a prior agency will be counted for eligibility for the MPO service requirements for those employees hired prior to the initial ratification of this Agreement. All CJTC approved training and experience received at previous police departments will be counted. Officers can petition the Chief for the applicability of other previous training or assignments.

Section 4 Educational Incentive. Educational incentive pay shall be awarded to qualified employees who have obtained an Associate’s (AA) or Bachelor’s (BA) degree in accordance with the schedule below. Educational incentive pay shall not be cumulative. It shall be the responsibility of the employee requesting educational incentive pay to provide documentation through official transcripts from accredited colleges or universities. Educational incentive shall be paid to the employee beginning the next pay period following receipt of proper documentation by the Human Resources Department, and shall not be retroactive.

<u>Degree</u>	<u>Pay</u>
Associate (AA or AS)	One percent (1%)
Bachelor (BA or BS)	Three percent (3%)

Section 5 Foreign Language Proficiency. Employees who have demonstrated conversational proficiency in a foreign language shall receive three percent (3%) premium pay for any month during which the employee is used for translation of their designated language for work related purposes. Language skills will be confirmed by testing, an agreed upon language specialist or such other method as the City shall reasonably determine.

- Section 6** **City Residency.** Employees shall receive a city residence allowance of one percent (1%) added to their base pay upon establishing residency within the City limits. An employee who leaves residency in the City shall immediately cease receiving professional development residency pay.
- Section 7** **Maximum Percentage.** The maximum total percentage that an employee may receive is ten percent (10%) including MPO, residency, and educational incentive pay.
- Section 8** The City will designate an employee to act as the administrator of the Professional Development Pay Program.

APPENDIX C

Lakewood Investigator and Sergeants Rotation

Accepted Assignments	Basic Assignments	Extensions	
K-9 Handler	Life of the Animal		6 Years or Life of the Dog. If Dog is put Out of Service due to illness, Officer has option for second Dog.
K-9 Master trainer	Indefinite		Assigned at the discretion of the Chief
Traffic Officer	3 years	1 year	
Traffic Reconstructionist extension*	3 years	1 year	
Traffic Motors Officer extension*	3 years	1 year	
CJTC TAC Officer	3 years	0	
All other rotational assignments **	3 years	1 year	
Court Compliance Sergeant	2 years	1 year	
Sergeants	4 years	1 year	

Rotation term may be extended up to a maximum of six (6) months, or to the start of the annual bid, whichever is shorter.

*Motors and Reconstructionist extensions will be by approval of the Chief.

**To meet specific departmental needs, extensions beyond the listed rotation schedule may be granted by the Chief upon consultation and agreement with the Guild leadership.

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: October 18, 2021	TITLE: Contract for Design Services for Sport Field improvements at Fort Steilacoom Park	TYPE OF ACTION: — ORDINANCE NO. — RESOLUTION NO. <u>X</u> MOTION NO. 2021-67 — OTHER
REVIEW: October 4, 2021	ATTACHMENTS: D.A. Hogan and Associates Project Scope and Fees	

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

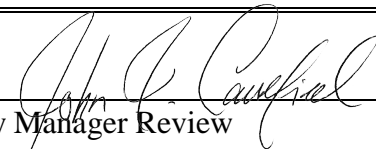
RECOMMENDATION: Authorize City Manager to execute an agreement with DA Hogan and Associates to engineer and design sports fields at Fort Steilacoom Park (FSP) in the amount of \$259,365 and allow a 10% contingency to address any issues that occur during design development.

DISCUSSION: The City of Lakewood intends to begin the design phase of the infield improvement project at FSP in coordination with Pierce College to replace four dirt infields with synthetic turf material as well as develop one field as a “home field” for the Pierce College Raiders baseball program.

The City coordinated with Pierce College to select a consultant and develop a scope of fees and services for the design phase of the project. The landscape architecture firm, D.A. Hogan and Associates was selected based on their extensive regional experience in the design and construction management of athletic fields. The City will manage this project and Pierce College will reimburse the City for services based on an ILA amendment.

ALTERNATIVE(S): Council could not approve this contract and look for an alternative design team which will delay implementation of this project and could affect access to various grant allocations.

FISCAL IMPACT: \$259,365 for anticipated design services plus up to \$25,935 for design contingency. Pierce College will reimburse the City \$145,515 for contract expenses and any other design issues occurring in the field.

<p><u>Mary Dodsworth</u> Prepared by</p> <p><u>Mary Dodsworth</u> Department Director</p>	 City Manager Review
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**PROFESSIONAL SERVICES AGREEMENT
FOR**

This Professional Services Agreement ("Agreement"), made and entered into this ____ day of ____, 20____, by and between the City of Lakewood, a Washington municipal corporation ("City"), and _____, _____ ("Contractor"). The City and Contractor (together "Parties") are located and do business at the below addresses which shall be valid for any notice required under this Agreement:

:	CITY OF LAKEWOOD:
---	--------------------------

The Parties agree as follows:

1. **TERM.** The term of this Agreement shall commence upon the effective date of this Agreement, which shall be the date of mutual execution, and shall continue until the completion of the Work, but in any event no later than _____("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

2. **SERVICES.** The Contractor shall perform the services more specifically described in Exhibit "A", attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted professional practices for other similar services within the Puget Sound region in effect at the time those services are performed, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to obtaining any applicable City of Lakewood business license. Services shall begin immediately upon the effective date of this Agreement. Services shall be subject, at all times, to inspection by and approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery.

3. **TERMINATION.** Either party may terminate this Agreement, with or without cause, upon providing the other party _____days written notice at its address set forth above. The City may terminate this Agreement immediately if the Contractor fails to maintain required insurance policies, breaches confidentiality, or materially violates Section 12; and such may result in ineligibility for further City agreements.

4. COMPENSATION.

4.1 Amount. In return for the Services, the City shall pay the Contractor an amount not to exceed a maximum amount and according to a rate or method as delineated in Exhibit "B", attached hereto and incorporated by this reference. The Contractor agrees that any hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for the Term. Except as otherwise provided in Exhibit "B", the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

4.2 Method of Payment. On a monthly basis, the Contractor shall submit a voucher or invoice in the form specified by the City, including a description of what Services have been performed, the name of the personnel performing such Services, and any hourly labor charge rate for such personnel. The Contractor shall also submit a final bill upon completion of all Services. Payment shall be made on a monthly basis by the City only after the Services have been performed and within thirty (30) days after receipt and approval by the appropriate City representative of the voucher or invoice. If the Services do not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

4.3 Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

5. INDEMNIFICATION.

5.1 Contractor Indemnification. Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Public Entity, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

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

6. **INSURANCE**. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

6.1. No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

6.2. Minimum Scope of Insurance. Contractor shall obtain insurance of the types and coverage described below:

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- b. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO CG 20 26.
- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. Professional Liability insurance appropriate to the Contractor's profession.

6.3. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- c. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

6.4. Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any Insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

6.5. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

6.6. Verification of Coverage. Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the

additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

6.7 Notice of Cancellation. The Contractor shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

6.8 Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.

6.9 Public Entity Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

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

7. **WORK PRODUCT**. All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material which may be produced or modified by Contractor while performing the Work shall belong to the City upon delivery. The Contractor shall make such data, documents, and files available to the City and shall deliver all needed or contracted for work product upon the City's request. At the expiration or termination of this Agreement, all originals and copies of any such work product remaining in the possession of Contractor shall be delivered to the City.

8. **BOOKS AND RECORDS**. The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Work and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

9. **INDEPENDENT CONTRACTOR**. The Parties intend that the Contractor shall be an independent contractor and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. The City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. The Contractor shall pay all income and other taxes due except as specifically provided in Section 4. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to

the Contractor, shall not be deemed to convert this Agreement to an employment contract. If the Contractor is a sole proprietorship or if this Agreement is with an individual, the Contractor agrees to notify the City and complete any required form if the Contractor retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Contractor's failure to do so.

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

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

12. GENERAL PROVISIONS.

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

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

benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

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

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

12.5 Contractor's Employees - Department of Retirement Systems (DRS) Retiree Return to Work Verification Process. The City's obligation to comply with DRS Retiree Return to Work Verification Process extends to Independent Contractors and Third Party Workers. Contractor and any subcontractors shall provide worker information as requested by the City. The Contractor shall provide such requested information, and/or proof of subcontractor compliance with this section, within three (3) working days of the date of the City's request for same.

12.6 Enforcement. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the Pierce County Superior Court, Pierce County, Washington, unless the parties agree in writing to an alternative process.

If the Pierce County Superior Court does not have jurisdiction over such as suit, then suit may be filed in any other appropriate court in Pierce County, Washington. Each party consents to the personal jurisdiction of the state and federal courts in Pierce County, Washington and waives an objection that such courts are an inconvenient forum. If either Party brings any claim or lawsuit arising from this Agreement, each party shall pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the Parties' rights to indemnification under Section 5 of this Agreement.

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

[Signature page follows]

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

Date: _____

CITY OF LAKEWOOD

John J. Caulfield, City Manager

ATTEST:

Briana Schumacher, City Clerk

APPROVED AS TO FORM:

Heidi Ann Wachter, City Attorney



City of Lakewood, WA
Fort Steilacoom Park Athletic Field Improvements

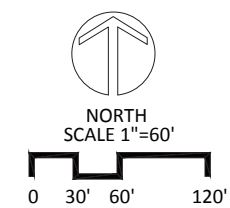


Subconsultant Proposals
August 27, 2021



FORT STEILACOOM PARK

CONCEPTUAL SITE PLAN
PREPARED FOR: CITY OF LAKEWOOD
AUGUST 25, 2021



CONTOUR ENGINEERING, LLC

CONTOUR ENGINEERING • LLC

CIVIL ENGINEERS~LAND PLANNERS~SURVEYORS

Location: 4706 97th St. NW, Suite 100, Gig Harbor, WA 98332

Mailing: PO Box 949, Gig Harbor, WA 98335

Phone: 253-857-5454 ~ Email: steve.woods@contourengineingllc.com

SURVEY SERVICES CONTRACT

August 23, 2021*

Client Name: Eric Gold, D.A. Hogan & Associates, Inc.
Phone Number: 206-285-0400
Email Address: EricG@dahogan.com**
Contour Project Number: 21-174
Project Name: Fort Steilacoom Park Field Improvements
Project Location: 8200 87th Avenue SW, Lakewood
Pierce County Tax Parcel: 0220321023

* Estimate expires 30 days after date of above.

**Invoices will be sent to the email listed above unless requested otherwise.

Below is a list of different Surveying elements that may be needed for your project. Associated fees are based on our experience of past projects and what it actually takes to get that particular item through to approval. If it is determined that the project will require additional fees than those shown, we will immediately inform you and discuss.

SCOPE OF WORK:

Survey Task 1 – Site Specific Topographic Survey

We will complete a limited-topographic survey of the site as outlined by the site plan provided. We will locate the vertical datum and control for the site. The required local vertical and horizontal datum requirements will be utilized. Substantial, visible improvements such as driveways, parking, curbing, fences, structures, etc. will be shown. We will locate all above ground evidence of utilities serving or existing on the property as evidenced by on-site observation.

Survey Task 1 Fixed Fee Budget = \$11,400

Additional Project Specific Notes:

- Client will be responsible for marking for utility locates if requested or required.
- It is assumed that Client will be responsible for coordinating any encroachment issues that arise on the project after the boundary and topographic services are accomplished.
- Note: Client has assumed all project management for the project. Contour Engineering will not assign a project manager for permit issuance unless requested by Client on a time and expense basis.

COMPENSATION

1. For Contour Engineering, LLC services, compensation shall be computed as follows:

Principal Engineering hourly rate:	\$ 155 / hr
Principal Project Engineer hourly rate:	\$ 145 / hr
Principal Professional Surveyor hourly rate:	\$ 145 / hr
Project Engineering (I – III) hourly rate:	\$ 105 – 135 / hr
Project Surveyor (I – III) / Project Planner (I – III) hourly rate:	\$ 105 – 135 / hr
Design Engineer (I – III)/Surveyor Technician (I – III) / Planner (I – III) hourly rate:	\$ 85 – 115 / hr
Permit Specialist hourly rate:	\$ 70 / hr
Survey Field Crew hourly rate (Non-Prevailing):	\$ 185 / hr
Survey Field Crew 3-Person hourly rate (Non-Prevailing):	\$ 215 / hr
Administrative Assistant hourly rate:	\$ 55 / hr
Court/Hearing Testimony / Expert Witness hourly rate:	\$ 225 / hr + expenses

Note: Hourly rates for Time and Expense projects are subject to yearly increase. Client will be notified prior to any rate changes.

2. Fees generated on project will be on a time and expense basis. The general liability of Contour Engineering will be \$10,000 or the actual current fees collected by Contour Engineering LLC for the project – whichever is less.

3. For Reimbursable Expenses as described in Subparagraph 1.7 and any other items, the compensation shall be computed as a multiple of (1.15) times the expenses incurred by Contour Engineering LLC, and its employees and consultants, if contracted and/or paid by Contour Engineering LLC.
4. Other Reimbursable Expenses that compensation shall be computed as a multiple of (1.00) times the expense incurred by Contour Engineering LLC, and its employees and consultants, if contracted and/or paid by Contour Engineering LLC, if any, are as follows:
 - Automobile mileage (current IRS rate)
 - Parking and bridge fees
5. An initial **non-refundable payment of zero dollars (\$0.00)** shall be made upon execution of this Agreement and is the minimum payment under this Agreement; it shall be credited to the Client's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.
6. Payments are due and payable net 30 days from the date of the Contour Engineering, LLC invoice.
7. Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Contour Engineering LLC statement of services. No deductions shall be made from the Contour Engineering LLC compensation on account of penalty, liquidated damage or other sums including retainage withheld from payments to Client and/or contractors, or on account of the cost of changes in the Work other than those for which Contour Engineering LLC has been adjudged to be liable.
8. Reimbursable Expenses are in addition to compensation for the Contour Engineering LLC services and include reasonable expenses incurred by Contour Engineering LLC and its employees and consultants directly related to the Project, as identified in the following Clauses:
 - 8.A Transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
 - 8.B Fees paid for securing approval of authorities having Jurisdiction over the Project;
 - 8.C Reproductions, CAD and survey plots, standard form documents, postage, handling and delivery of Instruments of Service; at commercial reasonable rates.
 - 8.D Expense of overtime work requiring higher than regular rates if authorized in advance by the Client;
 - 8.E Renderings, models and mock-ups requested by the Client;
 - 8.G Expense of professional liability insurance dedicated exclusively to this Project of the expense of additional insurance coverage or limits requested by the Client in excess of that normally carried by Contour Engineering LLC and its consultants;
 - 8.F Other similar direct Project related expenditures.
9. Records of Reimbursable Expenses or expenses pertaining to a Change in Services, and of services performed on the basis of hourly shall be available to the Client or the Client's authorized representative at mutually convenient times.

10. All budget estimates are cash price. Credit payments are not authorized for this account without prior approval and agreements.

11. Accounts not current within 60 days of invoice will be assessed a 12% annual finance charge. Contour reserves the right to cancel contract if Client is more than 90 days out on any invoice and 60 days out on a successive invoice. Contour also will assess a lien on all properties involved in this contract if Client is more than 90 days in arrears on any invoice.

At the signing of this contract, Contour Engineering, LLC will proceed with coordination of the project. Contour Engineering, LLC approximate schedule for completing tasks will be provided to client at the time of signing of this contract. Projects will only be able to be completed as information is provided by the Project Team. Client(s) will be kept apprised of the progress at major milestones of the project or as requested by the Client(s).

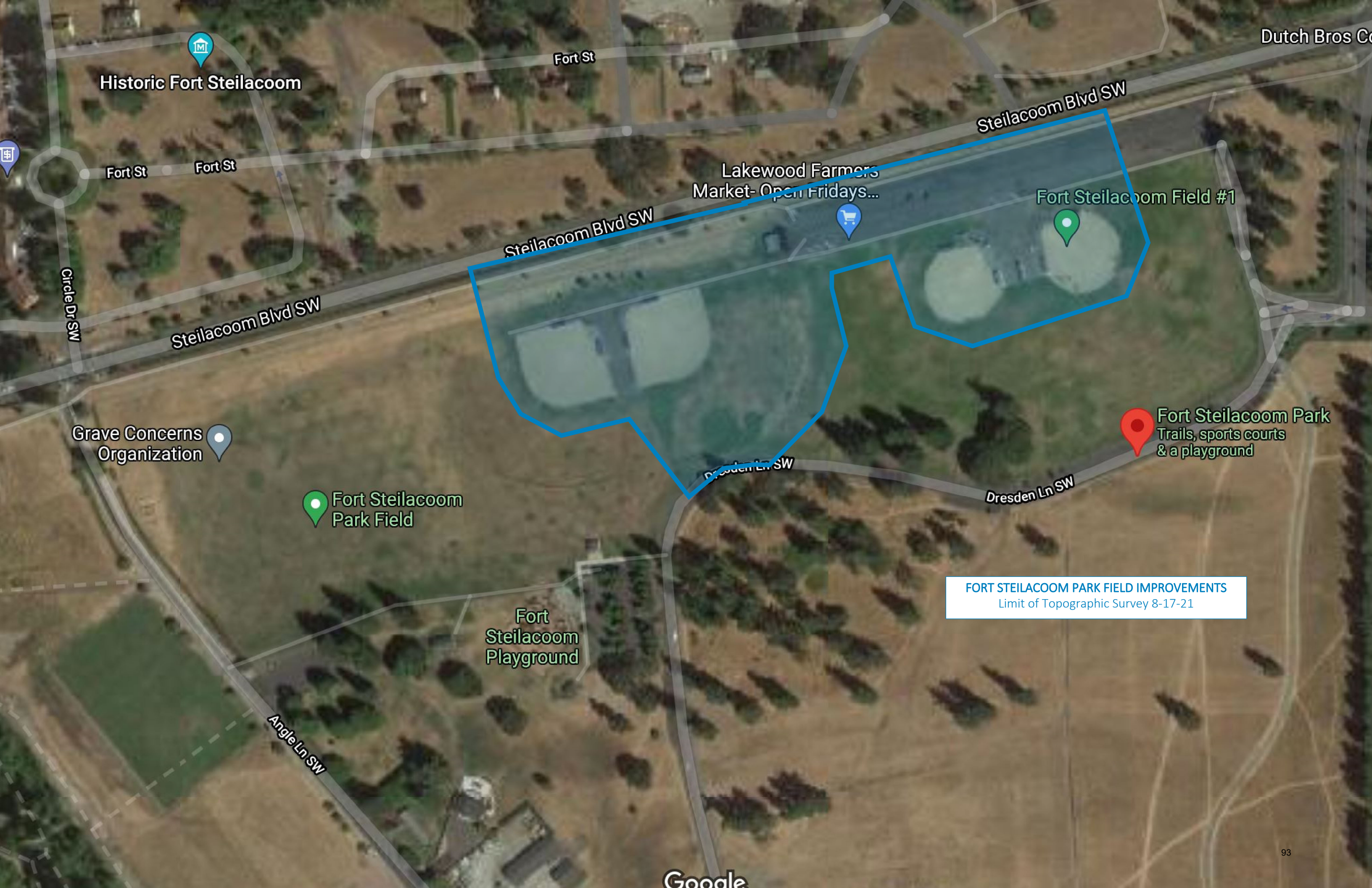
SURVEYOR: Stephen H. Woods, P.L.S., Member
Contour Engineering, LLC

Signed: Stephen H Woods Aug 23 2021
Date

CLIENT: _____
D.A. Hogan & Associates, Inc.

Signed: _____
Name Date

Billing Address: 119 First Ave. S., Suite 110; Seattle WA 98104



Historic Fort Steilacoom

Fort St

Dutch Bros C...

Steilacoom Blvd SW

Fort St Fort St

Lakewood Farmers Market- Open Fridays...

Fort Steilacoom Field #1

Steilacoom Blvd SW

Circle Dr SW

Steilacoom Blvd SW

Grave Concerns Organization

Fort Steilacoom Park Field

Fort Steilacoom Park Trails, sports courts & a playground

Dresden Ln SW

Dresden Ln SW

Fort Steilacoom Playground

Angle Ln SW

FORT STEILACOOM PARK FIELD IMPROVEMENTS
Limit of Topographic Survey 8-17-21

ASSOCIATED EARTH SCIENCES, INC.



August 26, 2021
Project No. 20210343E001

D. A. Hogan & Associates, Inc.
119 1st Avenue, Suite 110
Seattle, Washington 98104

Attention: Mr. Eric Gold

Subject: Proposal for Subsurface Exploration and
Design Phase Geotechnical Engineering and Infiltration Feasibility Services
Fort Steilacoom Park Ballfield Renovation
8714 87th Avenue SW
Lakewood, Washington

Dear Mr. Gold:

As requested, this letter presents our scope of work and cost proposal for completion of subsurface explorations, infiltration rate testing, design phase geotechnical engineering, and stormwater infiltration design support for the referenced project. Our understanding of the project is based on information provided by D.A. Hogan & Associates, Inc. (D.A. Hogan) in an email message dated August 23, 2021.

Our scope of services is based on information provided, our familiarity with the site through our previous work nearby, our experience working on many new athletic field projects, and a brief review of published information for the site and vicinity.

PROJECT DESCRIPTION

The project site consists of four existing natural turf baseball fields with loam infields, backstop fences, and dugouts. Site topography is nearly flat, and was graded to its current configuration during previous site development. The fields are located together on the north side of Fort Steilacoom Park adjacent to Steilacoom Boulevard Southwest. The fields are numbered #1 to #4 from east to west. Based on existing as-built plans fields #1 and #2 currently have no underdrain systems, while fields #3 and #4 have turf underdrain systems with laterals typically 15 feet on-center. The site does not contain steep slopes or other known geotechnical critical areas.

The proposed project will include:

- Replace loam infield with underdrained synthetic turf on all four fields.
- On Field #3 only:
 - New backstop and outfield fence;
 - New dugouts;
 - New bleachers;
 - New electrical feed;

- New scoreboard;
- New lighting;
- Alternate Items:
 - Covered batting cages;
 - Synthetic turf warning track;
 - Synthetic turf outfield.

We anticipate that new improvements will be constructed close to existing grade without substantial earthwork cuts and fills and without substantial new retaining walls. Stormwater management may include infiltration depending on infiltration feasibility and project plans.

Background Data

Geotechnical Engineering Report - Adjacent

We were provided with a copy of a geotechnical report prepared by another firm for improvements to a paved path a short distance south of the current ballfield renovation project. Subsurface data included in that report consisted of logs of eight backhoe exploration pits excavated to depths of 5 to 6 feet. The exploration pits encountered native soils consisting of gravel and sand, covered by approximately 1.5 feet of existing fill in three of the exploration pits. No groundwater was reported on any of the exploration logs.

Published Geologic Map

We reviewed a published geologic map for the site and vicinity, which indicates that glacial outwash sand and gravel is expected at shallow depths.

Previous AESI Studies Nearby

Associated Earth Sciences, Inc. (AESI) previously completed geotechnical engineering studies for:

- Western State Hospital - across the street to the north from the current project. Explorations encountered primarily glacial outwash sand and gravel. Infiltration rate testing supported design of new infiltration facilities.
- Steilacoom High School Athletic Field Upgrade - northwest of the current project. Explorations encountered primarily glacial outwash sand and gravel.

SCOPE OF WORK

Exploration Borings

We propose to complete a subsurface exploration program with a track-mounted drilling rig. As requested, boring locations will be agreed on with the project team prior to exploration but have not yet been selected. A total of seven borings will be advanced to depths of approximately 15 feet each. Geotechnical samples will be collected at 2.5- to 5-foot-depth intervals from beneath the existing ground surface. At each sample depth, a Standard Penetration Test (SPT) will be completed to assess the in situ strength of both fine- and coarse-grained soils. All borings

will be backfilled with bentonite following drilling and logging of samples. Where surficial sod is present, the sod will be replaced. No additional restoration is included in this proposal. Slight disturbance of the fields should be expected where the track rig traverses the site; however, the fields are expected to be serviceable when our work is complete. Our costs include off-site disposal of drill cuttings.

Infiltration Rate Testing

As requested, our scope of work includes two Pilot Infiltration Tests (PITs). Pit test locations will be agreed on with the project team prior to completion, but have not been selected at the time this proposal was written. Depending on municipality requirements and the stormwater manual that is applicable to the project, it is possible that PITs may not be needed to design an infiltration system.

For budgeting purposes, we anticipate that PITs will be completed in existing loam infield areas. Our cost estimate assumes we will be able to remove existing infield loam and stockpile it in a protected location, complete the PITs, backfill, and replace existing loam. No other site restoration is included in this proposal. Our cost estimate also assumes that we will be able to source water onsite, either from the existing restroom building or a quick coupler from the existing turf irrigation/infield watering system. Fire hydrant meter rental fees and water truck rental costs are not included in our cost estimate.

General Exploration Planning

We will make a one-call utility locate request to mark publicly-owned on-site utilities. Most of the utilities in the planned drill locations are expected to be privately owned, and will not be marked by the public locating service. This proposal includes costs for hiring a private utility locating service. Private utility locating services are able to mark electrically conductive utilities, such as power lines, steel water and gas lines, and plastic pipes with clearly visible trace wires. Private utility locators are not able to mark non-conductive utilities, such as plastic water and sewer lines, plastic irrigation and field drain lines, plastic gas lines, fiber optic cables, concrete water and drainpipes, and any other non-conductive utilities. The only way to locate non-conductive privately-owned utilities is by the use of accurate and complete as-built drawings. We request that we be provided with as-built plans of known existing utilities prior to completion of our exploration work. AESI will not be responsible for damage to buried utilities that are not marked on the ground prior to our work, or shown on as-built plans that are provided to us.

Reporting

Upon completion of our investigation, we would provide a geotechnical engineering report. Specific items that would be addressed in this report include:

- Summary of existing site conditions;
- A site plan with approximate exploration locations indicated;
- Interpretive exploration logs;

- Observed groundwater conditions;
- Site preparation recommendations;
- Structural fill recommendations;
- Geotechnical recommendations for preparation of subgrades for synthetic turf;
- Results of laboratory grain-size tests;
- A general discussion of the drainage properties of the site soils;
- A discussion of measured infiltration rates at the test locations, and recommended design infiltration rates;
- Evaluation of the reuse of excavated soil for structural and utility backfill;
- Recommendations for geotechnical design of new backstop and outfield fence;
- Recommendations for geotechnical design of dugouts and bleachers;
- Recommendations for geotechnical design of new field lights;
- Recommendations for geotechnical design of scoreboards;
- Recommendations for geotechnical design of alternate items including synthetic turf outfield, batting cages, and outfield fence;
- Recommendations for support of foundations and sidewalks;
- Recommendations for further study, if warranted.

PROPOSED FEES

Private Utility Locate.....	\$400
Subcontracted Drill Rig (assumes 7 borings, up to 105 lineal feet total)	\$6,000
Pilot Infiltration Tests (2 tests, assumptions noted above).....	\$9,500
Field Engineering.....	\$4,500
Laboratory Testing (6 grain-size tests).....	\$1,200
Engineering and Laboratory Testing	<u>\$4,000</u>
Total	\$25,600

Our work would be charged on a time and materials basis. No work would be performed beyond our approved budget without prior authorization. All of our work would be performed in accordance with our Schedule of Charges and General Conditions, copies of which are attached.

SCHEDULE

We typically schedule completion of our fieldwork within approximately 2 weeks, contingent on subcontractor availability and assuming we will be allowed access to work onsite as soon as our subcontractors are available. We can deliver our report for this project within approximately 2 weeks after completion of laboratory testing. Our cost estimate assumes that our on-site work

**ASSOCIATED EARTH SCIENCES, INC.
SCHEDULE OF CHARGES**

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are as follows:

Personnel Charges - Engineers, Hydrogeologists, Geologists, Scientists, and Technicians

Sr. Principal.....	\$235.00/hour
Principal.....	\$205.00/hour
Sr. Associate	\$180.00/hour
Associate	\$170.00/hour
Senior	\$160.00/hour
Sr. Project	\$150.00/hour
Project	\$135.00/hour
Sr. Staff	\$115.00/hour
Staff	\$95.00/hour
Legal Testimony (4 hour minimum)	\$400.00/hour

Other Personnel and Disbursement Charges

CAD Operator and Workstation	\$105.00/hour
Geographic Information Services (GIS)	\$105.00/hour
Prints – Sizes A and B.....	\$3.00/each
Prints – Sizes C, D, E, and F.....	\$6.00/each
Project Assistant.....	\$80.00/hour
Laboratory Technician.....	\$95.00/hour
Clerical, Technical Editing, etc.....	\$65.00/hour
Mileage.....	Federal Reimbursable Rate + 15%
Per Diem	To be established on a project basis
Subcontractors and Miscellaneous Expenses.....	cost plus 15%
Water Level Data Logger	\$60.00/month
Barometer Data Logger	\$40.00/month
Aerial Drone Equipment (certified drone operator charged separately).....	\$200/day

Laboratory Charges

Atterberg Limit	\$140.00/test
Consolidation.....	\$600.00/test
Constant Head Permeability (ASTM:D2434-68)	\$400.00/test
Direct Shear	\$400.00/3 point test
Ethylene Glycol Test (3 rock minimum).....	\$120.00
Fractured Face Count (AASHTO T-335)	\$100.00/test
Hydrometer	\$210.00/test
Moisture Content	\$25.00/test
Organic Content	\$75.00/test
Percent Passing #200	\$105.00/test
Permeability (Falling Head)	\$250.00/test
Proctor ASTM:D-1557 and ASTM:D-698	\$255.00/test
Sand Equivalent.....	\$115.00/test
Sieve with Wash #200	\$200.00/test
Specific Gravity + #4	\$125.00/test
Specific Gravity - #4	\$150.00/test
Unit Weight	\$80.00/test
Void Ratio	\$125.00/test

Other laboratory tests and equipment rental will be provided on a per job basis.

**ASSOCIATED EARTH SCIENCES, INC.
GENERAL CONDITIONS**

911 - 5th Avenue
Kirkland, Washington 98033
(425) 827-7701

508 S. Second Street, Suite 101
Mount Vernon, Washington 98273
(425) 827-7701

1552 Commerce Street, Suite 102
Tacoma, Washington 98402
(253) 722-2992

Right of Entry

The Client shall provide AESI legal access to and/or obtain permission for AESI to enter on all property, whether or not owned by Client, as necessary for AESI to perform and complete its work. Client is responsible to provide, by map or drawing, a description of the property, its location and the location of any buried utilities or structures, including but not limited to, underground storage tanks. Any damage that results to a buried utility, or to Associated Earth Sciences, Inc. (AESI) or subcontractor equipment, will be the responsibility of the client. Also, any additional charges for exploratory work, due to encountering the utility, will be the responsibility of the client. We will take reasonable precautions to minimize damage from use of equipment, but have not included in our fee the cost for restoration of damage which may result from our operations.

Hazardous Substances & Drill Cuttings

Client warrants that, prior to AESI beginning work, it will provide AESI with all information known, or which reasonably could be known by Client concerning the past or present use of the property and the nature and existence of any hazardous conditions or materials, on, in, under, adjacent to or near the property. When hazardous substances are known, assumed or suspected to exist at a site, AESI is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that AESI deems prudent to minimize physical risks to its personnel and the public. Hazardous substances may exist at a site where there is no reason to believe they could or should be present. AESI and Client agree that the discovery of unanticipated hazardous substances constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. AESI and Client also agree that the discovery of unanticipated hazardous substances may make it necessary for AESI to take immediate measures to protect human health and safety, and/or the environment. AESI agrees to notify Client as soon as practically possible should unanticipated hazardous substances or suspected hazardous substances be encountered. Client encourages AESI to take any and all measures that in AESI's professional opinion are justified to preserve and protect the health and safety of AESI's personnel and the public, and/or the environment, and Client agrees to compensate AESI for the additional cost of such work. In addition, Client waives any claim against AESI, and agrees to indemnify, defend and hold AESI harmless from any claim or liability for injury or loss arising from AESI's encountering of unanticipated hazardous substances or suspected hazardous substances. Client also agrees to compensate AESI for work performed in defense of any such claim, with such compensation to be based upon AESI's prevailing fee schedule and expense reimbursement policy.

Client recognizes that, when it is known, assumed or suspected that hazardous substances exist beneath the surface of the project site, certain waste materials, such as drill cuttings and drilling fluids, should be handled as if contaminated. Accordingly, to protect human health and safety as well as the environment, AESI will appropriately contain and label such materials; will promptly inform Client that such containerization and labeling has been performed, and will leave the containers on site for proper, lawful removal, transport and disposal by Client. Client waives any claim against AESI and/or its professional staff, and agrees to defend, indemnify and hold AESI and/or its professional staff harmless from any claim or liability for injury or loss which may arise as a result of the drill cuttings, drilling fluids or other assumed hazardous substances being left on site after their containerization by AESI. Client also agrees to compensate AESI for any time spent and expenses incurred by AESI in defense of any such claim, with such compensation to be based upon AESI's prevailing fee schedule and expense reimbursement policy. AESI will act on behalf of Client to arrange for lawful removal, transport and disposal of hazardous substances and potentially contaminated drill cuttings, drilling fluids and wash water, if Client so requests, and Client agrees to compensate AESI based upon AESI's prevailing fee schedule and expense reimbursement.

Soil, rock, water and/or other samples obtained from the project site are held by AESI for no longer than 30 calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from AESI's custody and transporting them to an authorized disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. AESI will act on behalf of Client to arrange for lawful removal, transport and disposal of hazardous substances if Client so requests, and Client agrees to compensate AESI based upon AESI's prevailing fee schedule and expense reimbursement.

Due to the risks to which AESI is exposed, Client agrees to waive any claim against AESI and/or its personnel, and to defend, indemnify and hold AESI and/or its personnel harmless from any claim or liability for injury or loss arising from AESI's containing, labeling, transporting, testing, storing or other handling of contaminated samples. Client also agrees to compensate AESI for any time spent and expenses incurred by AESI in defense of any such claim, with such compensation to be based upon AESI's prevailing fee schedule and expense reimbursement policy.

Aquifer Contamination

Subsurface drilling and sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous substances off-site. Because subsurface sampling is a necessary aspect of the work which AESI will perform on Client's behalf, Client waives any claim against AESI and/or its personnel, and agrees to defend, indemnify and hold AESI and/or its personnel harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by drilling or sampling. Client further agrees to compensate AESI for any time spent or expenses incurred by AESI in defense of any such claim, in accordance with AESI's prevailing fee schedule and expense reimbursement policy.

Ownership of Documents

All designs, drawings, specifications, notes, data, sample materials (exclusive of hazardous substances), report reproducibles and other work developed by AESI are instruments of service and as such remain the property of Associated Earth Sciences, Inc.

Third Parties

All services performed by AESI and/or its personnel under this agreement are intended solely for the benefit of the client. Nothing contained herein shall confer any rights upon or create any duties on the part of AESI and/or its personnel toward any person or persons not a party to this agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of the above.

AESI shall not be responsible for the means, methods, or procedures of construction, nor for safety on the job site, nor for the contractor's failure to carry out the work in accordance with the contract documents.

Insurance

Associated Earth Sciences, Inc. maintains General Liability Insurance for bodily injury and property damage with an aggregate limit of \$1,000,000 per occurrence and we will furnish certificates of such insurance upon written request. Our liability to the Client for bodily injury or property damage arising out of work performed for the Client for which legal liability may be found to rest upon us, other than for professional errors and omissions, will be limited to our General Liability Insurance coverage. AESI also maintains professional errors and omissions insurance. We will furnish certificates of such insurance upon written request. No provision contained in the agreement between AESI and Client shall be construed to void, vitiate or adversely affect any insurance coverage held by AESI.

Standard of Care

Services performed by AESI under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this agreement or in any report, opinion, and document or otherwise.

Limitation of Liability

To the fullest extent permitted by law, the total liability of AESI and its principals, personnel and employees, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or breach of warranty express or implied of AESI or its principals, employees or personnel shall not exceed \$50,000 or the total compensation received by AESI under this Agreement, whichever is less.

The Client further agrees to require the contractor and its subcontractors to execute an identical limitation of AESI's and/or its personnel's liability for damages suffered by the contractor or subcontractors arising from the professional acts, errors, or omissions of AESI and/or its personnel. Increased liability limits may be negotiated upon Client's written request, prior to commencement of services, and upon Client's agreement to pay an additional fee commensurate with the increased risk. Any such increased limit of liability shall be established by written agreement signed by Client and AESI. As used in this section, the term "liability" means liability of any kind, whether in contract, tort, strict liability or otherwise, for any and all injuries, claims, losses, expenses, or damages arising out of or in any way related to services provided by or through AESI.

Waiver of Consequential Damages

Client expressly waives as to AESI all claims for lost profit or any other indirect, incidental or consequential damages of any nature.

Indemnification

Client shall indemnify, defend, and hold AESI and/or its personnel harmless against all claims, damages, losses, and expenses, including but not limited to attorney's fees and court costs arising out of or in any way related to the services provided by or through AESI; provided that such defense and indemnification obligations shall not apply to claims, damages, losses or expenses that arise out of bodily injury to persons or damage to property to the extent caused by AESI's sole negligence; provided further that Client shall indemnify AESI against liability for damages, losses, or expenses arising out of bodily injury to persons or damage to property and caused by or resulting from the concurrent negligence of Client, its agents or employees and AESI, only to the extent of the negligence of parties other than AESI.

CLIENT AND AESI AGREE THAT THE PRECEDING PARAGRAPHS RELATING TO LIMITATIONS OF LIABILITY, WAIVER OF CONSEQUENTIAL DAMAGES AND INDEMNIFICATION WERE MUTUALLY NEGOTIATED AND THAT BUT FOR THE INCLUSION OF THOSE PROVISIONS AESI WOULD NOT HAVE ENTERED INTO THIS AGREEMENT, OR AESI'S COMPENSATION UNDER THIS AGREEMENT WOULD HAVE BEEN HIGHER.

Stability of Slopes

The Client also recognizes that risk is inherent with any site involving slopes and Client agrees to accept full responsibility for these risks. Client states that he understands that the information obtained or recommendations made may help to reduce the Client's risks and that no amount of engineering or geologic analysis can yield a guarantee of stable slopes. Therefore, in cases where there is no fault (i.e. no professional errors, omissions or negligence), Client agrees to hold harmless, defend, and indemnify AESI and/or its professional staff for claims from any source in the event of slope movement and any damage resulting.

Billing

Invoices will be submitted once per month and are payable upon receipt. Interest of 1-1/2% per month (but not exceeding the maximum rate allowable by law) will be added to any account not paid within 30 days.

Termination

In the event that the Client requests termination of the work prior to completion, we reserve the right to complete such analyses and records as required to place our files in order as we consider necessary to protect our professional reputation. At our discretion, a termination charge may also be made to cover our proposal and administrative costs relating to the project.

Integration

These General Conditions along with AESI's proposal letter constitute the agreement between AESI and Client, contain the entire understanding between the parties in connection with the subject matter, and supersede and replace all prior negotiations, agreements or representations, whether oral or written. These General Conditions take priority over any conflicting provisions contained within AESI's proposal. No modifications or changes to the agreement shall be effective or binding unless affirmed in writing by the party sought to be bound by the change or modification.

STANTEC ENGINEERING, INC.

FORT STEILACOMM PARK - ATHLETIC FIELD ELECTRICAL								19-Aug-21
	PM	PM	ENGINEER	ENGINEER	PROD	PROD	EXPENSES	
Construction Documents (90% \ PERMIT)	HOURS	RATE	HOURS	RATE	HOURS	RATE		TOTAL
Site electrical drawings	4.00	\$200.00	4.00	\$172.00	2.00	\$153.00	\$0.00	\$1,794.00
Batting cage design	1.00	\$200.00	1.00	\$172.00	1.00	\$153.00	\$0.00	\$525.00
Update details	1.00	\$200.00	2.00	\$172.00	1.00	\$153.00	\$0.00	\$697.00
Panel schedules	1.00	\$200.00	1.00	\$172.00	1.00	\$153.00	\$0.00	\$525.00
Electrical circuiting and cabling design	1.00	\$200.00	1.00	\$172.00	1.00	\$153.00	\$0.00	\$525.00
Voltage Drop, Fault Current Calculations	1.00	\$200.00	1.00	\$172.00	0.00	\$153.00	\$0.00	\$372.00
Specifications	1.00	\$200.00	1.00	\$172.00	0.00	\$153.00	\$0.00	\$372.00
Prepare permit submittal drawing package	1.00	\$200.00	1.00	\$172.00	1.00	\$153.00	\$0.00	\$525.00
CD\PERMIT SUB-TOTAL	11.00		12.00		7.00		0.00	5,335.00
	PM	PM	ENGINEER	ENGINEER	PROD	PROD	EXPENSES	
Bid Documents	HOURS	RATE	HOURS	RATE	HOURS	RATE		TOTAL
Final Plans	2.00	\$200.00	2.00	\$172.00	2.00	\$153.00	\$0.00	\$1,050.00
Estimate of probable costs	1.00	\$200.00	1.00	\$172.00	0.00	\$153.00	\$0.00	\$372.00
Final Specifications	1.00	\$200.00	1.00	\$172.00	0.00	\$153.00	\$0.00	\$372.00
BID SUB-TOTAL	4.00		4.00		2.00		\$0.00	\$1,794.00
	PM	PM	ENGINEER	ENGINEER	PROD	PROD	EXPENSES	
Construction Administration	HOURS	RATE	HOURS	RATE	HOURS	RATE		TOTAL
Three construction site observations\meetings	8.00	\$200.00	4.00	\$172.00	0.00	\$153.00	\$150.00	\$2,438.00
Answer rfi's, submittals, modifications	4.00	\$200.00	4.00	\$172.00	1.00	\$153.00	\$0.00	\$1,641.00
Punch List Inspection	4.00	\$200.00	0.00	\$172.00	0.00	\$153.00	\$0.00	\$800.00
Project closeout	1.00	\$200.00	1.00	\$172.00	1.00	\$153.00	\$50.00	\$575.00
CA SUB-TOTAL	17.00		9.00		2.00		\$200.00	\$5,454.00
TOTALS	60.00		46.00		24.00		250.00	23,834.00

F.E. TOMPKINS ARCHITECTURE

LPD ENGINEERING, LLC



1932 First Avenue, Suite 201
Seattle, Washington 98101
P. 206.725.1211
F. 206.973.5344
lpdenengineering.com

Proposal for Civil Engineering Services

Date: August 23, 2021

To: DA Hogan Associates
119 – 1st Avenue South, Suite 110
Seattle, WA 98104

Attn: Eric Gold, ASLA, Principal Landscape Architect

From: Laurie Pfarr, PE

Project: City of Lakewood – Lakewood Parks and Recreation
Fort Steilacoom Park Field Improvements

Thank you for the opportunity to provide this proposal. We look forward to working with you. This proposal is to confirm our understanding of the scope of services and compensation for this project. We look forward to working with you.

Description of Projects

This proposal is for civil engineering services for field improvements at Fort Steilacoom Park located at 8714 87th Avenue SW in Lakewood, Washington. The park property consists of multiple contiguous parcels. The proposed development will occur on the largest parcel, which comprises the entire northern half of the site (parcel number: 0220321023).

The project proposes multiple improvements for four (4) field facilities residing at the north end of the 340-acre park site. The overall base improvement program includes synthetic turf conversions for the infields for all four of the existing baseball fields on the site. “Field 3,” as referenced by DA Hogan, will be additionally improved with new fencing, ball control netting, scoreboard, as well as, new underground electrical infrastructure for future lighting improvements. Other potential improvement options for “Field 3” include a synthetic turf warning track or synthetic turf outfield. A covered batting cage and the option for a storage building on the site are additional potential improvements.

“Field 1” and “Field 2” have no existing subsurface drainage. “Field 3” and “Field 4” currently have underdrain systems resulting from improvements completed in 2004/2005. According to geotechnical information presented in a 2017 report prepared by PanGeo for a proposed road reconstruction project on the park property, soils on the site primarily consists of a surficial layer of fill and topsoil underlain by Steilacoom gravel deposits. Based on the existing site soil conditions, the report concluded that infiltration is feasible on the site.

In order to confirm the governing stormwater manual applicable to the proposed development in the jurisdiction, LPD conducted preliminary coordination with the City of Lakewood’s Engineering Services Division. Based on an excerpt from recent pre-application documentation provided by the Division, the City currently accepts drainage design in accordance with the Department of Ecology (DOE) 2012 Stormwater

Management Manual for Western Washington – amended in 2014 (2014 SWMMWW), or the Pierce County Stormwater Management and Site Development Manual. At this time, it is assumed that LPD’s drainage design developed for the project will comply with the requirements in the DOE 2014 SWMMWW as well as any applicable requirements in the City’s Engineering Standards Manual.

For the purposes of this proposal, LPD Engineering will design the TESC measures and storm drainage improvements associated with the proposed field improvements; the project layout and grading will be completed by DA Hogan.

It is our understanding the planned project is a partnership between the City of Lakewood and Pierce Community College. According to initial communications with DA Hogan, permitting and bidding of the project will occur in winter 2022, with the construction anticipated for spring 2022.

Scope of Services

The following scope of work is for civil engineering services for drainage design associated with field improvements at Fort Steilacoom Park located in Lakewood, Washington. Our full scope of services is outlined below.

I. Coordination with the City of Lakewood.

- A. Coordinate with the City of Lakewood to discuss the selected project approach.
- B. Based upon coordination with the City, inform both the design team and Owner, and coordinate stormwater design approach.

II. Review existing conditions and proposed DA Hogan field design documents for drainage intent.

- A. Review existing condition documentation for the construction of the field, provided to LPD by DA Hogan, regarding the existing drainage facilities.
- B. Review available drainage, topographic, and record drawings from the Owner and research on- and off-site stormwater discharge options.
- C. Review DA Hogan proposed concept field designs. Provide feedback to DA Hogan on drainage system configuration and its connection to the existing drainage system on the site.
- D. Perform calculations of pervious and impervious surface areas. It is assumed that two (2) iterations of calculations will be required—one for preliminary design and a final calculation for permit documents as noted below.
- E. Conduct site visit for verification of existing conditions and provide an off-site downstream analysis in accordance with City of Lakewood requirements. Includes one (1) site visit.
- F. Review geotechnical investigations provided by Owner and/or DA Hogan with civil recommendations including infiltration ability of soils. Consult with geotechnical engineer in determination of suitable infiltration rates for modeling.

III. Provide drainage recommendations and redlines as necessary to be incorporated into the design documents.

- A. Meet with project team to review and coordinate project design. Includes two (2) design team meetings.
- B. Coordinate with DA Hogan and the City of Lakewood.
- C. Evaluate stormwater infiltration/flow control (detention) and water quality requirements for the site.
- D. Coordinate as necessary with the Geotechnical Engineer on proposed drainage design.
- E. Based upon the information obtained from field investigations and DA Hogan's field improvement documents, provide recommendations and redlines on the conveyance system to be incorporated into DA Hogan's design documents.
- F. Provide recommendations and redlines to DA Hogan for the temporary erosion and sedimentation control facilities as well as Stormwater Pollution Prevention Plan (SWPPP) elements to be incorporated into the design documents.
- G. Provide Stormwater Pollution Prevention Plan (SWPPP) narrative per DOE requirements for the project manual.
- H. Prepare NPDES permit application (Notice of Intent) for submittal to the DOE. This proposal assumes that the City of Lakewood representative will coordinate the public noticing requirement for the NPDES permit.

IV. Prepare Drainage Report and design in accordance with the 2012 Department of Ecology Stormwater Management Manual for Western Washington – amended in 2014 (2014 SWMMWW), as adopted by the City of Lakewood and the City's Engineering Standards Manual.

- A. Provide documentation of preliminary site conditions.
- B. Provide documentation and analysis of the upstream and downstream conditions.
- C. Provide description, analysis and calculations as required for proposed conditions and all required drainage improvements.
- D. Document the infiltration/detention requirements and provide description of how the proposed design meets the City of Lakewood requirements.
- E. Document the water quality requirements and provide description of how the proposed design meets the City of Lakewood requirements.
- F. Document stormwater BMPs for the project.
- G. Design and analyze (for capacity verification) the conveyance system connecting field drainage with downstream storm drain system.
- H. Complete drainage report in accordance with the City of Lakewood requirements for permitting.

V. Respond to City of Lakewood Permit Review Comments.

- A. Respond to the City of Lakewood review comments concerning the drainage design and report, and resubmit necessary information to obtain required permit. Assumes one (1) iteration of design revisions in response to review comments.

VI. Limited Construction Administration and Closeout Services

- A. Provide limited construction services including:
 - a. Submittal reviews for LPD design items.
 - b. Respond to RFI's
 - c. Site visits (assumes 3 visits).
 - i. Review of the TESC facilities.
 - ii. Review of the installation of drainage facilities
 - iii. Review water quality facility prior to installation.
- B. Respond to Contractor questions.
- C. Provide necessary recommendations for design revisions during construction due to unforeseen conditions.
- D. Punch list for LPD related design items (assumes 1 visit). Assumes DA Hogan will provide the final back punch review.
- E. Review record documents prepared by DA Hogan.

Proposed Fee

Our fee for services is based upon the information we have at this time. We propose to provide civil engineering consulting and drafting services on a lump sum basis. Our anticipated fee for each phase of work is outlined in the table below. Per the attached Schedule of Conditions dated May 18, 2021, expenses will be billed in addition to this amount.

Base Services	Fee*
TESC and Drainage Design	\$35,000
Limited Construction Administration and Closeout	\$6,000
Total Compensation	\$41,000

*The fees provided above will remain valid for six months from the date of this proposal.

Assumptions

- Survey in AutoCAD format will be provided by others.
- Geotechnical report with civil engineering recommendations and infiltration assumptions per the City of Lakewood requirements will be provided to LPD by others. Geotechnical report will provide recommendation on feasibility of onsite infiltration for stormwater mitigation, recommendations for feasibility of use of stormwater infiltration associated with stormwater BMPs, recommended testing for obtaining infiltration values, and rough estimate of infiltration adjusted rates based upon soil type and grain analysis to be used for schematic design/planning purposes prior to infiltration field testing. If infiltration is deemed feasible, additional testing by the Geotechnical Engineer for actual rates in accordance with the jurisdictional standards will be provided.

- It is assumed that after preliminary design, the site plan will not undergo any changes that will significantly impact the civil site elements of this project.
- Reproduction for submittals will be by others.
- DA Hogan will lead the design of the field layout and grading; LPD will provide input on the drainage infrastructure required.
- LPD will coordinate with permitting agencies. Actual permit submittal will be by DA Hogan.
- Assumes that no public (off-site) or on-site utility main extensions will be required.
- Assumes that frontage improvements in the right of way will not be required for any of the athletic facilities improvement projects.
- Variances, deviations, and/or easements, if required, will be an additional service.
- The City of Lakewood will coordinate the public noticing requirements for the NPDES permits, if required.
- Assumes no new or relocated fire hydrants will be required.
- Assumes that athletic field lighting and installation, if necessary, will be by others.
- Drainage design for the project will comply with the requirements in the Department of Ecology (DOE) 2012 Stormwater Management Manual for Western Washington – amended in 2014 (2014 SWMMWW), as adopted by the City of Lakewood, as well as the City’s Engineering Standards Manual.

Exclusions

- Bidding services. These services can be provided on an hourly basis at the Owner’s or DA Hogan’s request.
- Specifications are excluded. LPD will review DA Hogan’s TESC and drainage specifications, and provide comments as it pertains to LPD’s work.
- Irrigation system improvements.
- Lighting design.
- Frontage Improvements.
- Public (off-site) or on-site utility main extensions.
- Attendance at meetings beyond those noted in the proposal.
- Site visits above the amount noted.
- Attendance or presentation at community meetings, hearings, and workshops.
- Structural engineering.
- Landscape architecture.
- Over-excavation Plan. This can be added as an additional service.
- Design of upstream or downstream mitigation measures.
- Design of shoring wall drainage systems. This can be an additional service
- Traffic and sight distance studies.
- Construction Traffic Control Plan.
- Record drawings. It is anticipated that record drawings of the proposed drainage systems will be required; however, these are excluded from this contract as it is assumed that record drawings will be prepared by DA Hogan.
- Environmental Studies. LPD will provide civil support for SEPA, if required.
- Electrical (including site and street lighting), mechanical and franchise utility demolition and design (including but not limited to electrical, communication, fiber, gas, ground source heat systems, etc.). LPD will coordinate civil design with other engineering design disciplines. Assumes that the Electrical Site Plan provided to civil will include facilities shown at the actual sizes and routing that has been coordinated with the site.
- Cost estimating.



Schedule of Conditions

May 18, 2021

The services and compensation of LPD Engineering PLLC are based on the following conditions unless otherwise noted in the accompanying proposal.

1. Hourly Charges for Personnel

Principal; Senior Engineer/Project Manager VII	\$220.00
Senior Engineer/Project Manager VI	\$210.00
Senior Engineer/Project Manager V	\$200.00
Senior Engineer/Project Manager IV	\$180.00
Senior Engineer/Project Manager III	\$165.00
Engineer IV/Project Manager II	\$150.00
Engineer III/Project Manager I	\$140.00
Engineer II/Project Manager I	\$130.00
Engineer I	\$120.00
Design Engineer III	\$115.00
Design Engineer II	\$105.00
Design Engineer I	\$100.00
Engineering Intern	\$65.00
CAD Drafter IV	\$105.00
CAD Drafter III	\$95.00
CAD Drafter II	\$85.00
CAD Drafter I	\$75.00
Marketing Manager/Tech Writer	\$135.00
Administrator III	\$105.00
Administrator II	\$85.00
Administrator I	\$70.00
Accounting Assistant	\$70.00
Intern	\$60.00

Rates are reviewed and adjusted as necessary on an annual basis. When dictated by inflationary pressure, changes in the schedule may be made during the year. Unless other arrangements have been made, charges for all work, including continuing projects initiated in a prior year, will be based on the latest schedule of charges.

2. Reimbursable Expenses

2.1 Reimbursable expenses including travel expenses within the project area, regular mail, and other basic charges incurred during the course of our work are included in our hourly rate. Plotting and printing of civil drawings or printing of civil specifications, rental Equipment, courier services or special delivery items are not included in our fee and will be charged at 1.1 x cost, unless specifically noted in our proposal.

3. Billing

3.1 Invoices will be issued monthly and are payable within 30 days of the date Client receives our invoice or upon receipt of payment from the Owner, whichever is less. An interest charge of one percent (1%) per month will be payable on any amount not paid within this time period. Attorneys' fees and any other costs incurred in collecting delinquent accounts shall be paid by the Client.

3.2 If the Client fails to make payments when due or otherwise is in breach of this Agreement, LPD Engineering PLLC may suspend performance of services upon five (5) calendar days' notice to the Client. LPD Engineering PLLC shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

4. Dispute Resolution

- 4.1** In an effort to resolve conflicts that arise during the design or construction of the project or following the completion of the project, the Client and LPD Engineering PLLC agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.
- 4.2** Should the dispute not be resolved by non-binding mediation, it shall be litigated in King County Washington Superior Court. Thirty (30) days prior to commencing any judicial proceeding, the Client shall provide to LPD Engineering PLLC a written certification executed by an independent design professional currently practicing in the same discipline and licensed in the State of Washington. This certification shall specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing service under similar circumstances. The prevailing party shall be awarded its reasonable attorney's fees and costs, including expert witness fees.

5. Standard of Care

- 5.1** Services provided by LPD Engineering PLLC under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in accordance with the governing codes and regulations adopted at the time of the execution of this agreement. No other warranty or representation, either expressed or implied, is included or intended in our proposals, contracts, plans and specifications, or reports.

6. Risk Allocation/Limit of Liability

- 6.1** The Client agrees that to the fullest extent permitted by law, LPD Engineering's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of the fees for the services outlined in this agreement.

7. Termination

- 7.1** This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

8. Verification of Existing Conditions

- 8.1** Site development around existing underground utilities requires that certain assumptions be made regarding existing conditions, and because some of these assumptions cannot be verified without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the site, the Client agrees that LPD Engineering PLLC shall not be liable for any costs or damages incurred by any person or entity resulting from concealed conditions.
- 8.2** In addition, LPD Engineering PLLC shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl, or other toxic substances.

9. Opinion of Probable Costs

- 9.1** LPD Engineering PLLC will not provide opinions of probable costs for this project unless specifically noted in the Scope of Work.

10. Transfer of Drawings/Electronic Media

- 10.1** Electronic files containing background information shall be provided to LPD Engineering PLLC at regular intervals throughout the project. The files shall be layered such that all information pertinent to the preparation of the structural drawings is isolated to a specific layer or layers. In addition, since electronic files are continuously modified throughout the project, plots of the architectural drawings shall be provided to LPD Engineering PLLC on a regular basis at sufficient intervals to meet schedule requirements.
- 10.2** LPD Engineering PLLC will provide electronic files to other design team members, when necessary, at no charge. The use of the provided electronic media is for the convenience of the user only, and will be without any liability or legal exposure to LPD Engineering PLLC.
- 10.3** Electronic files will not be provided to the Owner, unless special arrangements and/or compensation are made.

11. Assignment

- 11.1** This Agreement shall be governed by the laws of the State of Washington. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

12. Insurance

- 12.1** Notwithstanding any other provision in this Agreement, nothing shall be construed so as to void, vitiate, adversely affect or in any other way impair any insurance coverage held by either party to this Agreement.

13. Indemnification

- 13.1** LPD Engineering PLLC (LPD) agrees to indemnify Client from damages and losses caused by the negligent acts, errors or omissions of LPD in the performance of its services under this Agreement to the extent that LPD is responsible, as determined by a Court of Law or by Arbitration, for such damages and losses on a comparative basis of fault and responsibility between LPD and Client.
- 13.2** LPD is not obligated to indemnify Client for Client's own negligence or for client's contributory or comparative negligence. LPD is not required to indemnify Client for breach of contract.
- 13.3** The duty to indemnify does not include the duty to defend unless required by law.
- 13.4** The services provided under this Agreement shall not subject LPD's employees or shareholders to any personal legal exposure for the risks associated with this Agreement. Therefore, as the sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the corporate business entity and not against any employees or shareholders.

14. Entire Agreement

- 14.1** This Agreement constitutes the entire agreement between the Client and LPD Engineering and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and any such modifications must be signed by both the Client and LPD Engineering.



August 27, 2021

Mary Dodsworth, Director
Lakewood Parks, Recreation and Community Services
via e-mail MDodsworth@cityoflakewood.us

cc: Stacey Reding, Capital Projects Coordinator

Re: Scope & Fee Proposal
Professional Consulting Services
Fort Steilacoom Park Athletic Field Improvements

Mary,

D.A. Hogan & Associates, Inc. is pleased to submit this proposed scope of services and fee proposal for the above project. For purposes of this proposal, and based on our meeting and subsequent correspondence, I have assumed the following, as illustrated on the accompanying Exhibit 1 Concept Plan;

- All four existing sand/silt (“dirt”) baseball / softball infields will be converted to synthetic turf.
- One field, Field 3, has been designated as the Pierce College Baseball Program’s “home field”. This field will be fully developed to collegiate baseball standards, including the following specific features:
 - Upgraded electrical service to support proposed and future features described below.
 - New covered, masonry dugouts. Details of floor plan, dimensions, and specialty features to be determined.
 - Pad for new storage container.
 - New protective fencing, including at a minimum new ball control wing fencing in foul territory and outfield fence. Outfield fence heights will be a minimum 8’, with special consideration for outfield distances less than regulation standard minimums, as needed.
 - New Warning Track, to follow the configuration of the new outfield fence.
 - New Scoreboard – size and features to be determined.
 - Underground infrastructure for future field lighting, to include conduits/raceways and handholes/junction boxes. Our proposal will include a complete Schematic Design for future lighting.
 - Alternate Bid 1, upgrade Warning Track to Synthetic Turf.
 - Alternate Bid 2, upgrade existing grass outfield to synthetic turf.
 - Alternate Bid 3, Covered 2-station Batting Facility. Option to consider integrating storage, either as a shipping container or built structure.

- Management and coordination of other disciplines including Architectural, Civil Engineering, Electrical Engineering, Geotechnical Engineering, Structural Engineering, Surveying and other team members as needed.
- Development of complete plans, specifications, reports, and other associated deliverables, with phased delivery for review and approval.
- Bidding and Permitting assistance.

Our team will include the following additional firms for pre-design, design, and technical support. This team has worked with D.A. Hogan & Associates as a group for many years, successfully completing perhaps a hundred or more projects.

- Associated Earth Sciences, Geotechnical Engineering
- Contour Engineering, Licensed Land Surveyors
- LPD Engineering, Civil & Stormwater Engineering & Permitting Support
- Stantec Engineering, Electrical Engineering & Lighting Design
- FE Thompkins Architecture, Dugout & Batting Facility Design
- KPFF Engineering, Structural Engineering

Included within our proposal please find the following:

Schedule A Scope of Services

Schedule B Fee Proposal

Exhibit 1 Color Concept Plan

Exhibit 2 Subconsultant Proposals (under separate cover)

Please do not hesitate to contact me if you need further information. On behalf of D.A. Hogan & Associates, we look forward to working with the City of Lakewood.

Sincerely,



Eric Gold, ASLA
Principal

SCHEDULE A

Professional Consulting Services for Fort Steilacoom Park Athletic Field Improvements

SCOPE OF SERVICES

1.0 PHASE 0 – PREDESIGN SERVICES

- A. Coordinate Utility Locate Services by Owner
- B. Perform complete land survey field work & mapping suitable for use in the design and engineering. No boundary surveyor is expected to be required – this will include surface features and known underground utilities based on Locate Services and record drawings. A signed survey will be delivered to the City.
- C. Perform a limited geotechnical exploration to include up to 7 borings (in support of the design of light pole, dugout, and batting cage facility foundations) and, if necessary, up to four pilot infiltration tests (we believe the underlying subsurface conditions to be highly infiltrative – the latter may not be required). A complete Geotechnical Report will be delivered to the City.

1.1 PHASE 1 –SCHEMATIC DESIGN PHASE & DESIGN DEVELOPMENT PHASE

- A. Preparation of proposed design and construction schedule.
- B. Confirm design program elements and areas of responsibility with Owner.
- C. Provide one (1) complete set of documents upon completion of each phase of the work.
- D. Participate in Design Team, Project Manager, City Staff, and Designated Stakeholders (as determined by the City) planning meetings as required to establish final scope and quality standards for the proposed improvements. Initially, proposed basic elements are as described in our cover letter.
- E. Assist in preparation of a preliminary site plan, identifying options for the location, specific geometry, and appearance of field surfaces and other features. Design will coordinate with other site design issues including construction access to the site; pedestrian, vehicular and maintenance access routes and areas both during construction and after; ADA accessible pedestrian routes; pedestrian connections to adjacent facilities; spectator and bleacher areas; field lighting and associated pedestals and cabinets; and site restoration and landscape improvements. Coordinate proposed design with previously completed athletic facility improvements on site, utilizing existing infrastructure as efficiently and economically as is deemed prudent.
- F. Workshop synthetic turf surfacing options (“Turf 101”), including a hands-on technical and product presentation.
- G. Prepare an equipment & furnishings list for Owner approval.
- H. Preliminary design and drawing preparation including field grading, field subsurface drainage, field wash water / irrigation system, edge transitions, and permeable field structure materials. Prepare early electrical and architectural drawings. Drawings and details to be prepared and completed to approximate 50% completion level.
- I. Prepare preliminary construction specifications for all applicable work items.
- J. Prepare preliminary design narrative for inclusion with other deliverables.
- K. Calculation of initial construction cost estimates for all applicable items.

- L. Assist in preparation of SEPA check list by reviewing specific pertinent details and providing necessary exhibits including pre-design survey and reports, color site plan, progress drawings, project narrative, disturbance calculations including area and volume, and general consultation as needed.
- M. Present the preliminary design to the City and Designated Stakeholders for approval to proceed with construction documents.
- N. General Consultation to Owner as requested.

1.2 PHASE II – CONSTRUCTION DOCUMENT DESIGN PHASE

- A. Final design of all systems and components including:
 1. Temporary Erosion & Sediment Control Plan
 2. Demolition & Site Preparation Plan
 3. Field Site Plan and Layout Plan(s)
 4. Detailed Field Grading Plan(s)
 5. Field Drainage Plan(s)
 6. Field Layout and Synthetic Surfaces Composite Plans
 7. Washwater / Irrigation System Plan(s)
 8. Dugouts and Batting Cage Architectural Drawings
 9. Electrical Systems for Service Upgrade, Dugouts, Batting Cages, and Future Lighting System Raceways and Junction Boxes.
- B. Working drawings and construction details
- C. Construction specifications
- D. Bidding documents
- E. Present final design to the City and Designated Stakeholders for final approval to advertise for bids.
- F. Update construction estimates as appropriate. Assist in configuration of bid documents to keep project within estimated MACC.

1.3 PHASE III – PERMITTING & BIDDING

- A. Beginning at approximately 90% Construction Documents, prepare a comprehensive Permit Submittal package to include all necessary applications, reports, drawings, and related information.
- B. Respond to City Permit Reviewer comments as required.
- C. Assist the City final preparation of bid documents, i.e. Project Manual assembly and Invitation to Bid / Advertisement.
- D. Attend pre-bid conference.
- E. Respond to questions by prospective bidders and subcontractors.
- F. Issue addendum(s) as may be appropriate.
- G. Assist in review of bids received if requested; consultation and recommendations to Owner for award of applicable items.

1.4 PHASE IV – CONSTRUCTION PHASE

- A. Attend pre-construction conference
- B. Endorse for approval or disapproval all materials and equipment submitted by the Contractor for the applicable work items.

- C. Conduct surveillance of construction to include periodic visits to the site to observe the progress and quality of the work. Site observations are anticipated to occur depending upon final sequence of work and phasing, including at least the following:
 - Completion of subgrade – Each field area;
 - During field area subsurface drainage and installation of surface containment edges;
 - Completion of field drainage/prior to placement of permeable aggregates;
 - Pressure testing/completion of wash water and irrigation systems;
 - Completion of final field grade prior to supplemental pad and synthetic surfacing;
 - During layout and seaming of synthetic turf system;
 - During installation of infill materials in synthetic turf system;
 - At completion of synthetic turf related systems
 - During critical inspections for architectural and electrical systems and fire sprinklers
- D. Monitor construction progress and quality with decisions relative to contract performance. Document all progress with reports as appropriate.
- E. Issue instructions for Owner to the Contractor and prepare RFI, field directives and changes orders, if applicable.
- F. Guard the Owner against deficiencies in the work and approve or disapprove work in conformance with the contract documents.
- G. Conduct Weekly Progress Meetings with the Contractor, Owner, and others as appropriate, and prepare and distribute meeting minutes.
- H. Assure for the Owner that the completed project will conform to the requirements of the contract documents.
- I. Complete substantial completion inspection and generate and distribute discrepancy (punch list) items.
- J. Review for accuracy on applicable items contract progress payment requests.
- K. Final inspection and certification of completion of synthetic turf system.
- L. Process Contractor/vendor operating and maintenance manuals as required.
- M. Furnish to the Owner Construction Record Drawings (as-built) and/or CAD disk of the drawings of the completed work, along with maintenance and operating instruction where applicable.
- N. Complete warranty and guarantee inspections at the completion of one year following completion of construction. Issue directions to contractor for repair of defective work items.

1.5 WORK NOT INCLUDED

- A. Preparation and Processing of SEPA Documentation.
- B. Full-time, on-site inspection.
- C. Construction site survey and construction control bench marks.
- D. Wetlands investigation.
- E. Subsurface exploration and excavations for verification of existing utilities.
- F. Traffic Studies.
- G. Cost of printing of review, permit application, bidding, distribution costs and construction record documents in excess of those identified in the contract (1 copy each review).
- H. Permit and Plan Check fees assessed by permit authorities.
- I. Laboratory charges for construction testing.

1.6 OWNER'S RESPONSIBILITIES

- A. Provide for elements of 1.5 above that may be determined to be required. Often these can be accommodated by D.A. Hogan as an additional service.
- B. Assist the Consultant by placing at his disposal all available information pertinent to the site.
- C. Advertise for proposals from bidders and administer the opening of bids.
- D. Prepare such legal, accounting and auditing services as may be required by the Owner or State.
- E. With the assistance of the Consultant, obtain approval of all governmental agencies that have jurisdiction over the project.
- F. Designate an individual to act as Owner's Representative.
- G. Provide for an inspector providing periodic observations of the work to assist in the coordination and observation of construction activities.

1.7 CONSTRUCTION BUDGET

- A. The maximum allowable construction contract for the applicable work items is estimated to be \$2,250,000, assuming a 30% "soft costs" allowance for sales tax, design and other professional services fees, construction testing, contingencies, administrative and associated costs, yielding a total development budget not to exceed \$3,200,000.
- B. In the event the lowest bid received for the base bid field improvements portion of the project exceeds the MACC and the Owner elects to rebid the project, the Consultant shall revise as necessary all documents for rebid at no additional cost to the Owner.

EXHIBIT B

1.8 COMPENSATION AND PAYMENT TO CONSULTANT

- A. Pre-Design Services, including a 10% administrative, B&O, and coordination markup, include the following;

Topographic Survey / Contour Engineering	\$12,540
<u>Geotechnical Engineering / AESI</u>	<u>\$28,160</u>
Subtotal	\$40,700

- B. General Professional Services, Breakdown by Discipline (with Fee as an approximate percentage of anticipated Construction Value);

Athletic Facilities Design / DA Hogan (5.5%)	\$123,750
Subconsultants	
Electrical Engineering / Stantec (1.2%)	\$26,215
Dugouts & Batting Cages / Thompkins Architecture (0.55%)	\$12,100
Storm Drainage Report and Civil Utilities / LPD Engineering (2.0%)	\$45,100
<u>Structural Engineering / KPFF (Allowance: 0.5%)</u>	<u>\$11,500</u>
SubTotal Subconsultant Lump Sum Fee Amount	\$94,915

Our Total General Professional Services Fee of \$218,665 represents approximately 9.7% of the expected Construction Value of \$2,250,000 (excluding pre-design services).

- C. Total Lump Sum Fee, including pre-design services, is \$259,365.
- D. All Contractor construction negotiations and change order processing within original scope of project are included in the lump sum fee amount.
- E. This fee includes complete schematic design of the field lighting system and permit/bid-level design and specification complete for all alternate bid items. Phase IV Construction Administration (CA) of Alternates 1 and 2 (additional synthetic turf) is incidental to DA Hogan's scope and fee. Phase IV CA for Alternate Bid 3 Batting Cage, if Awarded as a fully covered structure will be negotiated as an Additional Service.
- F. Progress payment for Consulting work shall be as prescribed by the owner as follows:

Completion of Phase 0	15% of Total Fee	\$38,905
Completion of Phase I	20% of Total Fee	\$51,875
Completion of Phase II	25% of Total Fee	\$64,840
Completion of Phase III	7% of Total Fee	\$18,155
Completion of Phase IV	31% of Total Fee	\$80,405
<u>Close Out</u>	<u>2% of Total fee</u>	<u>\$5,185</u>
Total	100% of Total Fee	\$259,365

Expenses shall be invoiced at actual invoice cost plus 10%.

G. Compensation for additional services that may be requested by the Owner, including expert witness in the event of any litigation, shall be as follows:

Principal Engineer	\$210
Principal Landscape Architect	\$210
Project Engineer	\$165
Project Landscape Architect	\$165
Construction Manager/Project Manager	\$125
Engineering Technician II	\$120
Technical Staff/Cad Drafting	\$110
Engineering Technician I	\$90
Landscape Designer	\$90
Administrative	\$70

H. Expenses, outlined in paragraph 1.5 plus contracting, laboratory testing for construction quality control, etc., as requested and authorized by Owner to be paid by our firm shall be reimbursed at actual cost plus 10% administrative fee.

ACCEPTED BY:

By: _____

Title: _____

Date: _____

By:  _____

Eric Gold, ASLA
Principal

Date: August 27, 2021

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: October 18, 2021	TITLE: Amendment to Build a Baseball Field at Fort Steilacoom Park	TYPE OF ACTION: — ORDINANCE NO. — RESOLUTION NO. <u>X</u> MOTION NO. 2021-68 — OTHER
REVIEW: October 4, 2021	ATTACHMENTS: ILA Amendment #1	

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

RECOMMENDATION: Authorize City Manager to execute an amendment to Interlocal Agreement (ILA) with Pierce College (contract number 2021-012) to design and develop sports fields at Fort Steilacoom Park (FSP).

DISCUSSION: The City of Lakewood intends to begin the design phase of the infield improvement project at FSP in coordination with Pierce College to replace four dirt infields with synthetic turf material as well as develop one field as a “home field” for the Pierce College Raiders baseball program.

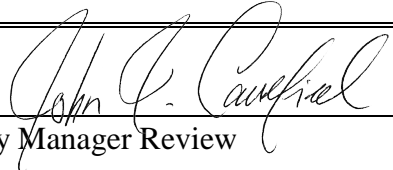
City Council reviewed the ILA amendment at their October 4, 2021 meeting. The Amendment confirms the proportionate contributions and dollar amounts from each partner for the project services. The division of costs would also apply to any new project need or costs that might arise during development. Future amendments will address development / construction costs as well as the details of the City’s ownership of improvements and Pierce College’s rights to use, along with other details of the maintenance, operations, signage, and use of the updated fields going forward.

Additional information regarding anticipated field use by Pierce College:

Raider Baseball Spring Season: weekly practice starts in January through May on Mon-Fridays from 1-4 p.m. & Saturdays from 9 a.m. – 1 p.m. Games are late February through May. Most games are on Saturdays and Sundays and double headers so field use for home games would be from (Continued)

ALTERNATIVE(S): Council could not approve this amendment or amend current ILA which will delay implementation of this project and could affect access to various grant allocations.

FISCAL IMPACT: \$259,365 for anticipated design services. Pierce College will reimburse the City \$145,515 for contract expenses.

<p><u>Mary Dodsworth</u> Prepared by</p> <p><u>Mary Dodsworth</u> Department Director</p>	 City Manager Review
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DISCUSSION: (Continued)

9:00 a.m. – 6 p.m. Competition schedule is typically 48 games/24 dates (due to double headers) and 11-12 of those dates would be hosted at the new home facility at Fort Steilacoom Park.

Fall Baseball Season: The Fall season typically runs from the Wednesday after Labor Day through the end of October. Practice schedule is 1:00-4:00 pm or 2:00-5:00 pm. The team usually hosts two fall scrimmages on Saturday or Sunday. They also host a joint Halloween themed softball game, involving the baseball and softball teams. This is a fundraising event for both programs.

There is no fee to attend baseball games.

AMENDMENT No. 1
To Contract No. 2021-012
BETWEEN THE CITY OF LAKEWOOD AND
THE STATE OF WASHINGTON THROUGH PIERCE COLLEGE

THIS AMENDMENT (Amendment No. 2), dated this day of _____ 2021, is entered into by and between the City of Lakewood, a Municipal Corporation of the State of Washington, hereinafter referred to as “City,” and Pierce College, a public community college of the State of Washington, hereinafter referred to as “College,” hereinafter referred to collectively as “Parties”.

- 1. AMENDMENT COMPENSATION.** The Parties agree to the following financial contributions as listed in the chart below and in relation to the executed agreement with DA Hogan and to include future amendments as noted in section V of the agreement.

Fort Steilacoom Park- Artificial Turf Infields															
A+E Scope Fees Funding Contribution Breakdown Services															
Responsible Party	%	Survey	%	Geotech	%	Design	%	Electrical	%	Architectural	%	Civil	%	Structural	TOTAL
City of Lakewood	75	\$9,405.00	75	\$21,120.00	40	\$49,500.00					75	\$33,825.00			\$113,850.00
Pierce Community College	25	\$3,135.00	25	\$7,040.00	60	\$74,250.00	100	\$26,215.00	100	\$12,100.00	25	\$11,275.00	100	\$11,500.00	\$145,515.00
DA Hogan Fees Schedule B Total*		\$12,540		\$28,160		\$123,750		\$26,215		\$12,100		\$45,100		\$11,500	\$259,365.00
*amounts exceeding totals from contract DA Hogan exhibit B to be allocated at %'s responsible party shown above (at contract hourly rates) or based on responsible party scope															

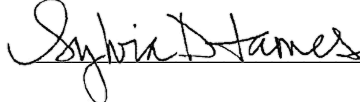
- 2. GENERAL PROVISIONS.** All other terms and provisions of the original Agreement, together with any prior amendments thereto, not modified by this Amendment, shall remain in full force and effect. Any and all acts done by either Party consistent with the authority of the amendment, together with any prior amendments thereto, after the previous expiration date and prior to the effective date of this Amendment, is hereby ratified as having been performed under the Agreement, as modified by any prior amendments, as it existed prior to this Amendment. The provisions of Section V of the Agreement shall apply to and govern this Amendment. The parties whose names appear below swear under penalty of perjury that they are authorized to enter into this Amendment, which is binding on the parties of this contract.

- 3. EFFECTIVE DATE.** This Memorandum shall be effective on the last date entered below.

IN WITNESS WHEREOF, the parties hereto executed with their signatures this agreement on the date first above set forth.

CITY OF LAKEWOOD

PIERCE COLLEGE



John J. Caulfield, City Manager

Sylvia D. James, VP for Administrative Serv

Dated: _____

Attest:

Briana Schumacher, City Clerk

Approved as to Form:

Heidi Ann Wachter, City Attorney

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: October 18, 2021	TITLE: Youth Council Appointments for the 2021-2022 school year.	TYPE OF ACTION: — ORDINANCE — RESOLUTION <u>X</u> MOTION NO. 2021-69 — OTHER
REVIEW:	ATTACHMENTS: - Recommended Student List	

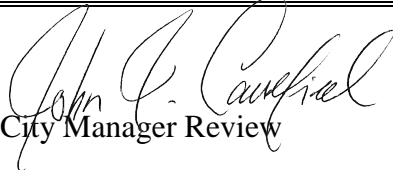
SUBMITTED BY: Brian Humphreys, Human Services Coordinator

RECOMMENDATION: It is recommended that the Mayor and City Council appoint the listed high school representatives as Youth Council Members to the Lakewood Youth Council for the 2021/2022 school year.

DISCUSSION: Since incorporation, the Lakewood City Council has determined that it is important to receive input from City of Lakewood youth to ensure that their concerns are heard and to encourage their continued participation in the growth of our City. As a result of that determination, the Youth Council was created. All schools were contacted to help promote the program and current youth council members also helped recruit new members. Applications were received and each student was interviewed.

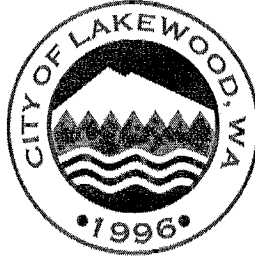
ALTERNATIVE(S): The City Council could choose not to appoint a Youth Council as the method to provide input to the City Council on youth related issues.

FISCAL IMPACT: There is no fiscal impact from these appointments.

<p><u>Brian Humphreys, Human Services Coordinator</u> Prepared by</p> <p><u>Mary Dodsworth, PRCS Director</u> Department Head</p>	 City Manager Review
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2021-2022 City of Lakewood Youth Council Recommendations

First Name	Last Name	High School
Willow	Warren	Lakes High School
Gabrielle	Chappell	Lakes High School
Adrianna	Bhan	Clover Park High School



PUBLIC SAFETY ADVISORY COMMITTEE

Regular Meeting Minutes
Wednesday, April 7, 2021
Zoom Virtual Meeting

CALL TO ORDER

The meeting was called to order at 5:16 p.m.

ROLL CALL

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

Public Safety Advisory Committee Members Excused: None

Public Safety Advisory Committee Members Absent: Tod Wolf

City Councilmember Present: Councilmember Mike Brandstetter

Fire Department Staff Present: Assistant Fire Chief Scott Adams

Lakewood Youth Council Present: No Youth Council Present.

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

APPROVAL OF MINUTES

Mark Peila motioned to approve the December meeting minutes. All ayes; minutes approved.

PUBLIC COMMENT

No public comments.

PRESENTATION: PUBLIC WORKS

Weston Ott and Jon Howe gave a presentation on Roadway Safety, to include lighting, sidewalks and traffic lights updates. Question and answer session with discussion ensued. Joanna LaVergne will email out the presentation slides to the members.

CITY COUNCIL LIAISON COMMENTS

Council member Mike Brandstetter discussed the passing of the "Possession of controlled substances" Ordinance, 9.06.045, on 4/5/21. Discussion ensued.

Council member Mike Brandstetter discussed the City's attempts to educate residents and visitors to parking etiquette on Veteran's Drive.

FIRE CHIEF COMMENTS

Assistant Fire Chief Scott Adams stated it was WPFR's 10th anniversary of becoming WPFR (merging University Place, Lakewood, Steilacoom and) and discussed the new AED which was placed at Fort Steilacoom Park thanks to the Seldon Family (winners of the Larry Saunders Award), as well as WPFR's Annual Report.

Assistant Fire Chief Scott Adams stated they were ready for their Squad 21 update in June, as well.

POLICE CHIEF COMMENTS

Chief Michael Zaro discussed the year-end report, which will be available by next meeting, and gave an update on police department retirements.

YOUTH COUNCIL COMMENTS

No Youth Council present.

UNFINISHED BUSINESS

Chair Ken Witkoe asked about the Clover Creek Railroad Crossing. Discussion ensued. It was agreed that the Committee will continue to try to keep this crossing on the City's radar.

Chair Ken Witkoe gave an update on the City of Lakewood Dashboard. Discussion ensued. Chair Witkoe will come up with a report to send to the City Council for committee approval at the next meeting.

NEW BUSINESS

Co-Chair Mark Terry started a discussion about dog attacks, and asking what citizens could do when they happen. Chief Mike Zaro stated they need to report any and all attacks to Animal Control. There is a process that must be followed to keep track of menace/nuisance dogs and a report to Animal Control is what starts that process. Discussion ensued, some questions about how to educate the public on the reporting process for these incidents. Chief Zaro will reach out to our Animal Control Officers to see if there has been an uptick in dog bites/attacks and to see if they have done any outreach themselves yet.

REPORTS FROM BOARD MEMBERS & STAFF

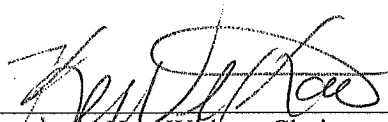
Members discussed their Neighborhood Associations, as applicable; most are either not meeting or meeting via Zoom right now.

ADJOURNMENT

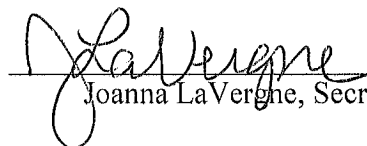
Mark Peila motioned to adjourn the meeting; all ayes. Meeting adjourned at 6:40 p.m.

Public Safety Advisory Committee:

Attest:



Ken Witkoe, Chair



Joanna LaVergne, Secretary



PUBLIC SAFETY ADVISORY COMMITTEE

Regular Meeting Minutes
Wednesday, June 2, 2021
Zoom Virtual Meeting

CALL TO ORDER

The meeting was called to order at 5:15 p.m.

ROLL CALL

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

Public Safety Advisory Committee Members Excused: None

Public Safety Advisory Committee Members Absent: None

City Councilmember Present: Councilmember Mike Brandstetter

Fire Department Staff Present: Assistant Fire Chief Scott Adams and Fire Chief Jim Sharp

Lakewood Youth Council Present: No Youth Council Present.

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

APPROVAL OF MINUTES

Mark Peila motioned to approve the April meeting minutes. All ayes; minutes approved.

PUBLIC COMMENT

No public comments.

PRESENTATION: PUBLIC WORKS

Public Works Capital Projects Division Manager Ted Hill and Civil Engineer Troy Pokswinski gave a presentation on the roundabouts, both current and pending, in the City of Lakewood. Discussion/Q & A ensued.

FIRE CHIEF COMMENTS

Fire Chief Jim Sharp gave a presentation on the entire Squad 21 program and its efficacy. Q & A session ensued.

CITY COUNCIL LIAISON COMMENTS

Councilmember Mike Brandstetter discussed recent Legislature, which seemed Public Safety heavy. Councilmember Brandstetter also discussed the Covid grant money and what the City was doing to make sure they weren't duplicating efforts/spending of that money.

POLICE CHIEF COMMENTS

Chief Michael Zaro discussed Policing Legislature that Councilmember Brandstetter mentioned and then asked the members for ideas regarding the education blitz the City and Police Department want and need to do in preparation for next year's Fireworks Ordinance change. Discussion ensued. Chief Zaro asked for ideas on how to spread the word about said Ordinance change. Chair Ken Witkoe suggest requiring vendors to have flyers educating about the new ordinance to hand out with every sale. The Lakewood Connections, the 25th Anniversary Party and Farmer's Markets were also suggested.

Alan Hart asked about the year-end stats; discussion ensued. Chief Michael Zaro confirmed Mr. Hart was looking at the quarterly performance measures, not the year-end stats and more discussion ensued.

YOUTH COUNCIL COMMENTS

No Youth Council present.

UNFINISHED BUSINESS

Chair Ken Witkoe asked if the committee wanted to move the Clover Creek railroad crossing to next month or if someone had an update they wanted to give tonight. Councilmember Brandstetter stated it had been added to the project list and would probably be a 2022/2023 project. Discussion ensued.

Chair Ken Witkoe asked if everyone had had a chance to look over the Dashboard Review Recommendation Memo. Discussion ensued. Typos were discussed. Mark Peila motioned to

submit the recommendation with typos corrected. All ayes; Joanna LaVergne will submit the recommendation to City Council for review.

NEW BUSINESS

It was agreed that the August 4th PSAC meeting would held as an in-person meeting.

REPORTS FROM BOARD MEMBERS & STAFF

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

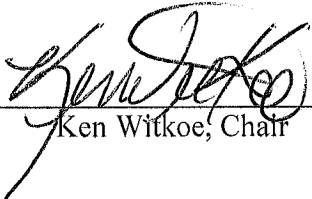
Council member Mike Brandstetter reminded everyone about the 25th Anniversary party which would be held in September. He felt it would be a great opportunity for PSAC to show a presence and suggested further discussion of this at the August meeting.

ADJOURNMENT

Mark Peila motioned to adjourn the meeting; all ayes. Meeting adjourned at 6:41 p.m.

Public Safety Advisory Committee:

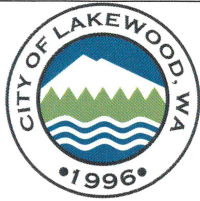
Attest:



Ken Witkoe, Chair



Joanna LaVergne, Secretary



CITY OF LAKEWOOD ARTS COMMISSION Minutes
Tuesday, July 6, 2021, 5:00 to 6:15 PM
At the Plaza, 6125 Motor Ave SW, Lakewood WA 98499

A Virtual Option will not be available. If you have questions or are requesting accommodations, please contact Nikki York at nyork@cityoflakewood.us or 253.983.7887

MEMBERS IN ATTENDANCE

Linda McDermott (Chair)
 Earl Borgert (Vice Chair)
 Darryl Owens
 Lani Neil
 Paige Hansen
 Susan Warner
 Sylvi Johnson

MEMBERS EXCUSED

Phillip Raschke
 Adriana Bayer
 Lua Pritchard

COUNCIL LIAISON

Jason Whalen

STAFF

Sally Martinez, Recreation
 Coordinator
 Nicolette York, Office Assistant

CALLED TO ORDER 5:11 PM

APPROVAL of June Minutes Paige Hansen moved to approve June 7, 2021 minutes and Susan Warner seconded. MPU.

The Public Art Subcommittee reported on the final three artists who presented their two designs in June for the Colonial Plaza. The artists were Peter Reiquam, Haddad/Drugan, and John Fleming. The Public Art Subcommittee voted for John Fleming’s design “Gateway Arcs.” Earl presented to the Arts Commission the pros and cons of the designs and that John Fleming was the top choice. The Arts Commission voted to make the recommendation of John Fleming’s Gateway Arcs to City Council. Lani motioned and Darryl seconded the motion. MPU

Sally reported that the utility box wraps are in place now except for the one on Steilacoom Blvd. She reported that the Mt. Rainier painting looks great on the wrap and that if there are enough funds, that it can be used to wrap a signal box.

The Public Art Subcommittee can begin identifying more signal boxes to wrap.

If John Fleming is selected by the City Council, there was discussion about him doing his community engagement art at the 25th Anniversary September 18th.

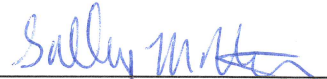
NEXT MEETING

August 9, 2021 potluck social

ADJOURNMENT 6:15 PM



Linda McDermott, Chair



Sally Martinez, Recreation Coordinator

The mission of the Lakewood Arts Commission is to make recommendations for the enrichment of the community and promotion of its cultural vitality through the arts. The Lakewood Arts Commission will therefore:

- promote the visual, performing, and literary arts
- encourage the creative contribution of local artists
- make recommendations for Public Art to the City Council
- support community-building events
- foster the city’s cultural heritage

2021 Committees

Public Art Committee: (includes Colonial Plaza Art, Utility Box wraps, Special Events, Rotating art) Lead Earl Borgert, Darryl, Jason, Lani, Susan

Performing Arts Committee: (Includes Film Festival, Special Events, Summer Concert Series) Lead Linda McDermott, Lani, Lua, Adriana, Phil, Sylvi



PUBLIC SAFETY ADVISORY COMMITTEE

Regular Meeting Minutes
Wednesday, August 4, 2021
Zoom Virtual Meeting

CALL TO ORDER

The meeting was called to order at 5:16 p.m.

ROLL CALL

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

Public Safety Advisory Committee Members Excused: None

Public Safety Advisory Committee Members Absent: None

City Councilmember Present: Councilmember Mike Brandstetter

Fire Department Staff Present: Assistant Fire Chief Scott Adams

Lakewood Youth Council Present: No Youth Council Present; out for summer.

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

APPROVAL OF MINUTES

Mark Peila motioned to approve the June meeting minutes. All ayes; minutes approved.

PUBLIC COMMENT

No public comments.

PRESENTATION: Tiffany Speir, ARPA Funds

Tiffany Speir gave a presentation regarding the ARPA (American Rescue Plan Act) and asked for input from PSAC/community members with how the money given to the City of Lakewood could best be used. Discussion ensued. Ms. Speir will send the presentation information to Joanna LaVergne, who will send it out to the PSAC members for continued perusal and any comments can be sent back to Joanna or Tiffany.

CITY COUNCIL LIAISON COMMENTS

Councilmember Mike Brandstetter stated that 2021's National Night Out was smaller than usual, but it did happen, and the events were all well attended. Councilmember Brandstetter stated that the City Council approved a purchase for the Chief to purchase a 3D crime scene scanner to replace an outdated version currently in use.

Councilmember Brandstetter stated that there had been a lot of Legislative changes in the last couple of months, and a lot of them had to do with Public Safety. One item of discussion for the City Council was using the ARPA funds to purchase body cameras for the police officers.

Mr. Mark Peila asked if the City had a list of food banks within the City and if it was possible to get that list. Councilmember Brandstetter stated there is a list and he will get it to PSAC.

FIRE CHIEF COMMENTS

Assistant Fire Chief Scott Adams echoed Councilmember Brandstetter's summary of National Night Out, and agreed that the Fire Department had fun getting out and connecting with community members. The Fire Department lobbies are back open and they will return to in person meetings starting August 16th.

Assistant Chief Adams gave an update on Squad 21. Assistant Chief Adams discussed the wildfires and the call volume related to those, as well as the cooling stations which WPFR, LPD and the City worked together to open during the heat waves.

Assistant Chief Adams gave a 4th of July recap as well as upcoming events such as September 11th and Fall Safety Day in October.

POLICE CHIEF COMMENTS

Chief Michael Zaro gave a presentation on the 2nd Quarter Crime Stats and then did some Legislature updates. Discussion ensued.

Mr. Alan Hart asked about recruitment efforts. Chief Zaro stated the Department is working very hard on recruitment of both entry-level and lateral hires. Discussion ensued.

YOUTH COUNCIL COMMENTS

No Youth Council present; out for the summer.

UNFINISHED BUSINESS

Chair Ken Witkoe asked if there were any updates on the Clover Creek Crossing; Councilmember Mike Brandstetter had left so couldn't comment.

Ray Dotson showed off his PSAC gear, which was previously discussed, and stated that he will send the digitals to Joanna LaVergne, in case any other PSAC members are interested in purchasing some for themselves.

NEW BUSINESS

Chair Ken Witkoe asked about the noise complaint that had been sent in by a member; Mr. Alan Hart stated he was worried about speeding through neighborhoods. Chief Zaro directed everyone to MyLakewood311 to report speeding so that patterns and needs could be quickly and easily addressed. Mr. Hart had forwarded a Facebook complaint regarding car stereos and Chief Zaro stated that noise complaints are subjective, both to the person and per the RCW so those are harder to enforce.

Chair Ken Witkoe reminded everyone that the Joint City Council/PSAC meeting is next week, August 9th and went over the accomplishments list for that meeting. Discussion ensued.

Chair Ken Witkoe asked about PSAC recruitment. Joanna LaVergne explained the PSAC selection process was solely at the discretion of the City Council, who have repeatedly said they were okay with the current number. As of Monday, they have appointed two new members, and that seems to be all they are interested in adding at this time.

The City is hosting the 25th Anniversary on September 18th. Discussion around PSAC having a presence at the event ensued. It was agreed the committee didn't have enough members available to pursue the idea.

Chair Ken Witkoe reminded everyone that the October meeting was "scheduled" to be face to face, but in light of changing mandates, etc. he suggested we not bank on that right now, but rather keep it open to being another Zoom meeting, for now.

REPORTS FROM BOARD MEMBERS & STAFF

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

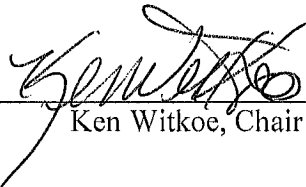
Mark Peila asked if there was a list of the Neighborhood Association meetings to include a contact email or number, so they could ensure the meetings were still taking place. Joanna LaVergne stated she would check with the City Clerk to see if such a list existed.

ADJOURNMENT

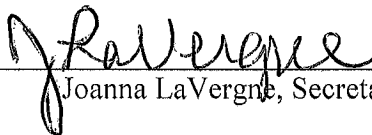
Mark Terry motioned to adjourn the meeting; all ayes. Meeting adjourned at 7:21 p.m.

Public Safety Advisory Committee:

Attest:



Ken Witkoe, Chair



Joanna LaVergne, Secretary



**LAKWOOD ARTS COMMISSION
REGULAR MONTHLY MEETING Minutes**
Date: Monday, September 13, 2021 Time: 5:00PM – 6:15 PM
Virtual Zoom Meeting

CALL TO ORDER

The meeting was called to order at 5:04 p.m.

ATTENDANCE:

Arts Commission Members Present: Linda McDermott, Paige Hansen, Lani Neil, Susan Warner, Sylvi Johnson, Lua Pritchard

Arts Commission Members Absent: Earl Borgert, Adriana Bayer, Phil Raschke, Darryl Owens

Youth Council Liaison: TBD

Staff: Sally Martinez, Recreation Coordinator, Nicolette York, Office Assistant

Council Liaison: Jason Whalen, absent

Approval of Minutes: Lua Pritchard moved to approve July 6, 2021 minutes and Lani Neil seconded. MPU.

Unfinished Business:

Public Art Subcommittee Reports:

Colonial Plaza Art update: John Fleming has signed a contract. He will try to come out on Saturday. Project should be completed by Summer of 2022

Utility Box Wrap Update: Lani Neil reviewed a power point with 10 possible locations. The commission discussed the possible locations. Sally suggested that we hand select the artist's and tell them what we would like to see.

Performing Art Committee Reports:

REEL Life 96 Film Competition: We will be able to have the film competition this year. \$10,000 has been budgeted from City budget for this and Linda is writing a Lodging Tax Grant application.

25th Anniversary Event: Sally asked that the commission to volunteer to set up from 10:30am-1:30 p.m. The 25th Anniversary Art will need to be hung up. The event is from 2 p.m. to 8:30 p.m. Lua set up a great entertainment lineup.

New Business:

Joint Council Meeting: Sally Martinez reviewed the importance of attending the Join Council

meeting on Monday October 11, 2021 at 7 p.m. The commission reviewed the talking points and who would be presenting each topic. The commission would like to be in person. The commission decided what questions they would like to ask the council. Sally will refine the list and email to the commission.

Lodging Tax Grants: Sally is writing grants for a series of 6 events at the Colonial Plaza and summer concerts. Will discuss more at a future meeting.

2022 Budget: tabled for next meeting in the interest of time.

Retreat: Sally asked for a committee to plan the retreat. Linda, Paige, Lani, Susan and Lua will be on it. Susan offered Lakewold Gardens to be used as the location again.

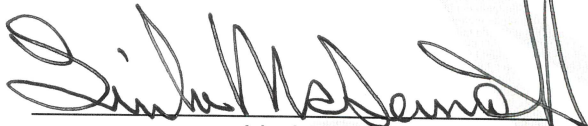
Comments:

Phil thanked Lua for the wonderful event that he attended.

NEXT MEETING:

Tuesday October 4, 2021 at 5:00 pm via Zoom

ADJOURNMENT: The meeting adjourned at 6:32 p.m.



Linda McDermott, Chair



Sally Martinez, Recreation Coordinator



LAKWOOD'S PROMISE ADVISORY BOARD
Wednesday, September 15th, 2021
Zoom Virtual Meeting
Lakewood, WA 98499
7:30 am – 8:30 am

CALL TO ORDER

Ellie Wilson called the meeting to order at 7:37 am.

ATTENDANCE

Promise Advisory Members Present: Ellie Wilson, Mary Dodsworth, Superintendent Ron Banner, Elise Bodell, Kyle Mangloña, Kerri Pedrick, Samantha Dana (for Dr. Joyce Loveday),

City Council Liaison: Mary Moss

Staff Present: Brian Humphreys

Youth Council Liaisons: Hank Jones

PUBLIC COMMENT

NONE

MEETING MINUTES

June 3rd 2021 meeting minutes unanimously approved.

NEW BUSINESS

Kerri Pedrick and Kyle Mangloña introduced themselves as new advisory board members and shared their reasons for joining the Lakewood's Promise Advisory Board.

Grant Twyman, Director of Equity and Community Engagement for Clover Park School District, shared about the school district's equity policies and efforts. Grant shared about the frameworks and definitions around equity, and some of the next steps now that the school board has approved the equity framework as of this week.

Brian shared updates about the board's strategic initiatives. The workforce development efforts have been contracted to CareerTEAM, who has rebranded the initiative as Lakewood Thrives and is taking over leadership for the initiative. Lakewood's Promise wants to work more closely with the Youth Council on the issue of youth mental health this school year, so we will look for opportunities to support their work plan once it is finalized and approved by the City Council in November.

BOARD MEMBER UPDATES

Elise shared the library is open. The executive director has announced she is retiring in 2022 so a new director search is starting.

Mary reminded the board this is the 25th anniversary of the City of Lakewood. There is a party this Saturday. It is now supposed to be raining quite a bit so the City is working through how to adjust to that.

Kerri shared that Communities in Schools' students are excited to be back in school.

ADJOURN

Ellie Wilson adjourned the meeting at 8:40 am.

Joyce Loveday _____ 10/6/2021

Joyce Loveday, Vice-Chair

Date



**PLANNING COMMISSION
REGULAR MEETING MINUTES
September 15, 2021
Hybrid In-Person/Virtual Meeting
6000 Main Street SW, Lakewood, WA 98499**

Call to Order

Mr. Don Daniels, Chair called the hybrid in-person/virtual meeting to order at 6:30 p.m.

Roll Call

Planning Commission Members Present: Don Daniels, Chair; Paul Wagemann, Linn Larsen, Ryan Pearson and Phillip Combs.

Planning Commission Members Excused: Connie Coleman-Lacadie

Commission Members Absent: None

Staff Present: David Bugher, Assistant City Manager, Development Services; 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 September 1, 2021 were approved as written by voice vote M/S/C Pearson/Larsen. The motion passed unanimously, 5 - 0.

Agenda Updates None

Public Comments

This meeting was held as a “hybrid” in-person/virtual meeting. Citizens were encouraged to attend and/or to provide written comments prior to the meeting. No virtual public comments were received.

Mr. Glen Spieth, Lakewood resident, expressed concern regarding the Western State Hospital Master Plan and new building plans encroaching on the one- square mile of the Fort Steilacoom property which is on the National Historic Register. Mr. Spieth commented on the large number of Adult Family Homes in the Oakbrook neighborhood and the fact that the 7-11 Store next to his house had been robbed and graffiti recently.

Maria Chiechi, representing the Adult Family Homes Council, spoke (via ZOOM connection) in opposition of the recent denial of an adult family home application within the Air Corridor zones established by Lakewood.

Mr. Eric Seibel, representing Lakewood Garry Oaks Committee, spoke (via ZOOM connection) in favor of amending the regulations to further protect Garry Oaks in Lakewood.

Dr. Christina Manetti, was having trouble with being muted and had raised her hand (via ZOOM connection) to speak but couldn't be heard. It was acknowledged that the Commissioner's had received the written comments she had forwarded regarding her favor of amending the Tree Preservation Codes to further protect Garry Oaks within Lakewood.

The Planning Commission received a written comment from John Ficker, Adult Family Home Council which included a written comment from Ms. Jina Kim. The letter was also forwarded to commissioners prior to the meeting.

Public Hearings

Ms. Tiffany Speir explained Lakewood has begun its 2022 Comprehensive Plan and Zoning Map amendment (22CPA) cycle process. The period for the public to submit applications ran July 19 – August 20, 2021. City Council requested the amendment 2022-07 Parking Requirement be added to the list. The request to rezone a parcel in Tillicum will be removed from the list because it is a site-specific rezone and will be reviewed by a hearing examiner. Currently (and subject to change), the following proposed amendments are included within the 2022 Comprehensive Plan and Zoning Map amendment cycle:

City-Initiated 2022 Text and Designation/Zone Applications

(Text and/or maps for each being prepared)

- 2022-01** Review and update of Zoning, Policies and Code related to Tree Preservation, including the redesignation and rezoning zone of acreage hosting Garry Oaks near St. Clare Hospital from Public Institutional (PI) to Open Space & Recreation 1 (OSR1)
- 2022-02** Update of Tillicum Neighborhood Plan and Tillicum Center of Local Importance (CoLI)
- 2022-03** Review and update of Housing Chapter and related amendments to LMC Title 18A development regulations
- 2022-04** Review of Zoning, Policies and Code related to Adult Family Homes (focus on potential allowance of AFHs in Air Corridor 1 (AC1) and Air Corridor 2 (AC2) zones)
- 2022-05** Update sections of the Comprehensive Plan to reflect the adoption of VISION 2050 by the Puget Sound Regional Council (see, e.g., Section 1.6.7.1)
- 2022-06** Update Comprehensive Plan Figures 3-5, 3-6, and 3-8 to reflect adoption of the 2020 Parks Legacy Plan; update Figure 4.1 with an updated Urban Focus Area map depicting the Downtown and Lakewood Station District Subareas, the Tillicum Neighborhood, and the City Landmarks listed in Section 4.4 text
- 2022-07** Parking Requirements in LMC Chapters 18A.80 and in 18C.600 (Lakewood Station District Subarea Plan)

City-Initiated Land Designation/Zone Applications

- 1. None to date

Privately-Initiated Text and Designation/Zone applications

- 1. A request to rezone 1 parcel in Tillicum (15206 Portland Ave SW.) This would likely not be included in the docket list because it is a site-specific rezone and subject to the review process per LMC 18A.30 Article VII and subsection .680.

Chair Don Daniels opened the floor for public hearing comments.

Mr. James Dunlop spoke of his concerns the City isn't been fair to homeowners wanting to operate adult family homes in the air corridor zones.

Ms. Eric Seibel spoke of the difficulty in trying to balance property rights vs. tree preservation.

Commissioners agreed to continue the hearing until the next meeting on October 6, 2021.

Unfinished Business None

New Business

Introduction of Adult Family Homes in Air Corridor 1 (AC1) and Air Corridor 2 (AC2)

Mr. David Bugher provided a presentation to explain the background of the consideration for these changes to the code. The commissioners conducted a study session on adult family homes located in the military-defined Accident Potential (APZ I and APZ II) zones, which are reflected in the city’s Air Corridor 1 and Air Corridor 2 land use zones. These zoning districts are located on the east side of the city underneath the JBLM Air Installation Compatible Use Zone (AICUZ) contours. There are currently eight adult family homes in the APZ II zoning district. A ninth adult family home application was recently received and denied because of changes made in the city’s land use and development regulations (Title 18A) in 2019; the city now prohibits adult family homes in both zones.

The commission has been requested to review the subject and forward recommendations to the City Council.

Prior to the meeting staff mailed notices and invitations of the study session to various members of the adult family home community including current adult family home providers in the AC 1 zone; taxpayers of record whereupon an adult family home is located; Ms. Mun Jung Park, whose application was recently denied; a representative from the Adult Family Home Council; and persons representing Department of Social & Health services.

The presentation covered the following subjects:

1. Definition of an adult family home;
2. Review state law for adult family homes;
3. Review local regulation (CZ, APZ I and APZ II zones; AC 1 and AC 2 land use zones);
4. Proposed adult family home at 3114 91st Street SW (Mun Jung Park, applicant);
5. Existing Land Uses in the AC1 and AC 2 land use zones;
6. Adult family homes in Pierce County and Lakewood;
7. Adult family home locations adjacent to municipal/regional airports elsewhere in the Puget Sound; and
8. Possible Next Steps.

Report from Council Liaison None

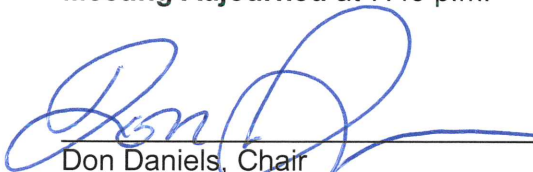
Reports from Commission Members and Staff

Future Planning Commission Agenda Topics

10/06/21 Continuation of Planning Commission Public Hearing and potential action on the 2022 Comprehensive Plan Amendments Docket list; Adult Family Homes (AFHs) in AC1 & AC2 zones discussion.

Next Regular Meeting The next regular meeting would be held on October 6, 2021.

Meeting Adjourned at 7:46 p.m.



Don Daniels, Chair
 Planning Commission 10/06/2021



Karen Devereaux, Recording Secretary
 Planning Commission 10/06/2021

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: October 18, 2021	TITLE: Authorizing a contract with LIHI Hosmer Housing LLC, in the amount of \$1,000,000 for the for the acquisition of the real property located at 8620 S Hosmer St, Tacoma, WA for operation as an emergency shelter through 2023, and thereafter for at least 40 years as permanent affordable housing for tenants whose income is at or below 50% of the Pierce County Area Median Income (AMI). ATTACHMENTS: Draft Contract	TYPE OF ACTION: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> MOTION NO. 2021-70 <input type="checkbox"/> OTHER
REVIEW: September 20, 2021 City Council discussion of Ordinance 759		

SUBMITTED BY: Tiffany Speir, Long Range & Strategic Planning Manager, ARPA Program Manager


RECOMMENDATION: It is recommended that the City Council approve Motion 2021-70 in accordance with Ordinance 759.

DISCUSSION: On September 20, 2021, the City Council adopted Ordinance 759 that authorized the establishment of the City of Lakewood American Rescue Act (ARPA) program and approved initial expenditures, including the participation of the City of Lakewood with the City of Tacoma and Pierce County in providing ARPA funds to purchase the Comfort Inn in Tacoma for operation as an emergency shelter through 2023 and then as permanent supportive housing for people at or below 50% AMI for at least forty years. The shelter will be operated by the Low Income Housing Institute (LIHI), which has formed LIHI Hosmer Housing, LLC for the project.

The draft contract with LIHI Hosmer Housing, LLC is attached as **Attachment A**. The contract includes language requiring that LIHI Hosmer Housing, LLC comply with all ARPA Program requirements and also reserve 12 beds daily (10% of the shelter capacity since Lakewood is funding 10% of the purchase) for Lakewood clients and provide supportive services for those clients while the building is operating as an emergency shelter. Closing on the property’s purchase is scheduled before October 29.

ALTERNATIVE(S): The City Council could choose not to approve this motion.

FISCAL IMPACT: The total cost is \$1,000,000 plus 5% City direct administrative costs, or \$1,050,000. The entirety of this amount will be taken from the City’s ARPA award of \$13,766,236.

Prepared by: <u>Tiffany Speir, Long Range & Strategic Planning Manager, ARPA Program Manager</u> Department Head: <u>Dave Bugher, CED Director</u>	 <hr style="width: 100%;"/> City Manager Review
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ATTACHMENT A

Title:	Comfort Inn Redevelopment
Contract No.:	
Start Date:	Date of Execution
End Date:	12/31/2026
Fiscal Year:	
Contract Amt:	\$1,000,000.00
Subrecipient:	LIHI Hosmer Housing LLC
Contact:	Sharon Lee
Telephone:	206-443-9935

CITY OF LAKEWOOD AGREEMENT

This contractual agreement, referred to as this "Agreement", is comprised of these General Terms and Conditions, any attached Exhibits, and subsequent Amendments. The Agreement is a contract between City of Lakewood, subsequently referred to as the "City", and LIHI Hosmer Housing LLC, a Washington limited liability company, subsequently referred to as the "Subrecipient". The Subrecipient agrees to the terms and conditions set forth in this Agreement, including the following Exhibits:

- Exhibit A** Applicable Definitions
- Exhibit B** Scope of Work
- Exhibit C** Compensation and Financial Requirements

1. PERIOD OF PERFORMANCE

The period of performance for this Agreement begins on the date of execution and ends December 31, 2026. The City reserves the right to extend this Agreement for additional periods. The decision to extend this Agreement is subject to the availability of funding, the continued priority of need for a specific service, and satisfactory performance by the Subrecipient during the period specified in this Agreement, including compliance with the American Rescue Plan Act (ARPA), H.R.1319 - 117th Congress (2021-2022). Notification of intent to contract for additional periods with the Subrecipient will occur prior to the expiration of this Agreement.

2. CONSIDERATION

The maximum consideration for this Agreement shall not exceed **one million, and 00/100 dollars (\$1,000,000.00)**.

3. SCOPE OF WORK AND REIMBURSEMENT

- A. The Subrecipient agrees to provide those services set out in the exhibits, including compliance with the American Rescue Plan Act (ARPA), H.R.1319 - 117th Congress (2021-2022).
- B. The City agrees to pay the Subrecipient for services outlined in Exhibit B, Scope of Work, and in accordance with Exhibit C, Compensation and Financial Requirements. Payment by the City is subject to receipt of such funds by the City from the funding source.
- C. Total funds provided under this Agreement cannot be modified and administrative costs cannot be increased without the express prior written approval of the City.

4. FUTURE NON-ALLOCATION OF FUNDS

Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payment for services or amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by City ordinance. No penalty or expense shall accrue to the City or Subrecipient in the event this provision applies.

5. AMENDMENTS

- A. All Amendments to this Agreement shall be in writing and approved by the City and Subrecipient.
- B. No Amendments to this Agreement shall be implemented without prior written approval by the City and Subrecipient.
- C. Changes to the general Scope of Work to be performed under this Agreement or to any other provisions of this Agreement shall be made by written Amendment.

6. INSURANCE AND BOND

- A. Throughout the life of this Agreement and any Amendments, the Subrecipient and, if applicable, its consultants or subcontractors, shall carry Commercial General Liability Insurance, Commercial General Automobile Liability Insurance, Professional Liability Coverage, and other coverage as may be appropriate.
- B. City shall be named as an additional insured on all required policies except Professional Liability Insurance for services performed under this Agreement. The Subrecipient insurance is considered the primary source of coverage.
- C. The Subrecipient shall not begin work under this Agreement until all insurance documentation required in this section has been obtained and approved by the City Attorney. The Subrecipient shall provide a Certificate of Insurance executed by an authorized insurance agent indicating the coverage below:

Commercial General Automobile Liability	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000.00 each occurrence with no greater than a \$1,000.00 deductible.
Commercial General Liability	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000.00 each occurrence OR combined single limit coverage of \$2,000,000.00, with no greater than a \$1,000.00 deductible.
Professional Liability Insurance, if applicable	Shall include errors and omissions insurance providing \$1,000,000.00 coverage with not greater than a \$5,000.00 deductible for all liability which may be incurred during the life of this Agreement.

The Professional Liability Insurance requirements are or are not applicable to

this Agreement.

- D. In the event of non-renewal, cancellation, or material change in the coverage provided, thirty (30) calendar days' written notice shall be furnished to the City prior to the date of non-renewal, cancellation, or material change. Such notice must be sent to the City of Lakewood, ATTN Heidi Wachter, City Attorney, 6000 Main St SW, Lakewood, WA 98499.
- E. The City has no obligation to report occurrences unless a claim is filed with the City Attorney, and the City has no obligation to pay the Subrecipient insurance premiums.
- F. The Subrecipient shall maintain through the life of this Agreement, a separate fidelity or faithful performance bond payable to "City", or obtain blanket employee dishonesty coverage as part of their Commercial General Liability insurance policy, in the minimum amount of **one million, two hundred fifty thousand and 00/100 dollars (\$1,250,000.00)**. The bond or insurance shall be conditioned upon the Subrecipient faithfully accounting for all funds received by the Subrecipient under this Agreement, including subsequent amendments, and further assuring that such funds are used only for the purposes of this Agreement. The City shall request in writing any increases in the amount of the bond or insurance coverage and the Subrecipient shall comply within fifteen (15) calendar days of receipt of the written notice.

7. DEFEND, HOLD HARMLESS AND INDEMNIFY

- A. The Subrecipient, and its officers, agents, employees, subcontractors, and/or consultants, agree to defend, indemnify and save harmless City and its appointed and elective officers and employees, from and against all loss or expense including, but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City, and its elected or appointed officials or employees, for damages because of personal or bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Subrecipient, its officers, agents, employees, subcontractors, and/or consultants, successor or assigns, or the City, its appointed or elected officers, or employees or agents, except only such injury or damage as shall have been occasioned by the sole negligence of the City, or its appointed or elected officials or employees.
- B. The preceding paragraph is valid and enforceable only to the extent of the Subrecipient's negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract and where the damages are caused by or result from the concurrent negligence of (i) the City or its agents or employees, and (ii) the Subrecipient or the Subrecipient's agents or employees.
- C. With respect to the performance of this Agreement and as to claims against the City, its officers, agents and employees, the Subrecipient expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee

of the Subrecipient. This waiver is mutually negotiated by the parties to this Agreement.

- D. In addition to any other remedy authorized by law, the City may retain so much of the money otherwise due the Subrecipient as deemed necessary by the City to ensure indemnification until disposition has been made of such suits or claims subject to the provisions of this section.
- E. It is further provided that no liability shall attach to the City by reason of entering into this contract, except as expressly provided herein.
- F. Capital Projects
 - 1. The Subrecipient shall bear sole responsibility for damage to completed portions of the project and to property located off the project caused by erosion, siltation, run-off, or other related items arising during construction of the project.
 - 2. The Subrecipient shall also bear sole responsibility for any pollution of rivers, streams, ground water, or other waters which may occur as a result of construction operations.
 - 3. The Subrecipient shall exercise all necessary precautions throughout the life of the project to prevent pollution, erosion, siltation, and damage to property.

8. NON-DISCRIMINATION IN EMPLOYMENT AND CLIENT SERVICES

- A. During the performance of this Agreement, the Subrecipient shall comply with federal, state, and local laws including, but not limited to:
 - 1. Section 703, Titles VI and VII of the Civil Rights Act of 1964 [42 U.S.C. 2000d and e], the Civil Rights Act of 1991 [42 U.S.C. 1981],
 - 2. The Americans with Disabilities Act of 1990 (ADA) [42 U.S.C. 12101 *et seq.*],
 - 3. Sections 503 and 504 of the Rehabilitation Act of 1973 [29 U.S.C. 793 and 794], the Age Discrimination in Employment Act of 1967 [29 U.S.C. 621],
 - 4. The Age Discrimination Act of 1975 [42 U.S.C. 6102],
 - 5. The Vietnam Era Veterans Readjustment Assistance Act of 1974 [38 U.S.C. 2011],
 - 6. Any relevant Executive Order (E.O.) issued by the President of the United States,
 - 7. The Washington State Law Against Discrimination [Chapter 49.60 RCW], and
 - 8. Any related provisions of the Code of Federal Regulations (CFR), Washington Administrative Code (WAC) and Revised Code of Washington (RCW), or any subsequent amendments to these provisions.
- B. Requirements of the City's Non-discrimination Plan are incorporated by reference to this Agreement and include, but are not limited to paragraphs listed below.
- C. The Subrecipient shall not discriminate against any employee or applicant for

employment, nor conduct any unlawful employment practices because of race, color, religion, creed, national origin, sex, sexual orientation, age, marital status, veteran status, or the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service animal by a disabled person. This requirement does not apply, however, to a religious corporation, association, or educational institution with respect to the employment of individuals of a particular religion to perform work connected with the operation of such corporation, association, or educational institution, in pursuit of its activities.

- D. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, national origin, sex, sexual orientation, age, marital status, veteran status, or the presence of any sensory, mental, or physical disability, genetic information, or the use of a trained guide dog or service animal by a disabled person. For newspaper advertisements, the Subrecipient may state that the Subrecipient is an Equal Opportunity Employer, instead of using the longer qualification.
- E. The Subrecipient will not, on the basis of race, color, religion, creed, national origin, sex, age, disability, sexual orientation, marital status, or veteran status:
1. Deny an eligible individual any services or other benefits provided under this Agreement or any subcontracts awarded pursuant to this Agreement;
 2. Provide any services or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this Agreement or any subcontracts awarded pursuant to this Agreement;
 3. Subject an individual to unlawful segregation or separate treatment, or unlawful discriminatory treatment in any manner related to the receipt of any services and/or the use of the Subrecipient's facilities, or other benefits provided under this Agreement; nor
 4. Deny any individual an opportunity to participate in any service provided by this Agreement, or afford an opportunity to do so which is different from that afforded others under this Agreement. In determining: (i) the types of service or the benefits to be provided; (ii) the class of individuals to whom, or the situation in which, such services or other benefits will be provided; or (iii) the class of individuals to be afforded an opportunity to participate in any service or other benefits; the Subrecipient will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, religion, creed, national origin, sex, sexual orientation, age, marital status, veteran status, or the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service animal by a disabled person.
- F. As required by Title III of the ADA regarding places of public accommodation, the Subrecipient will ensure equal opportunity for individuals with disabilities to receive services. The Subrecipient will make reasonable modifications to policies, practices, and procedures that deny equal access to individuals with disabilities.

9. RELIGIOUS ACTIVITIES

In accordance with the First Amendment of the United States Constitution and with Article 1, Section 11 of the Washington State Constitution, as a general rule, funds received under this Agreement may not be used for religious activities. The following restrictions and limitations apply to the use of funds provided by City under this Agreement:

- A. The Subrecipient may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the services funded under this Agreement;
- B. The Subrecipient may engage in inherently religious activities, but such activities must be separated in time or place from the services provided to beneficiaries under this Agreement and participation in such activities by individuals to receive services under this Agreement must be voluntary.

In performing under this Agreement, the Subrecipient shall not discriminate against an individual beneficiary or a prospective beneficiary of services under this Agreement on the basis of religion or religious belief.

10. DRUG-FREE WORKPLACE

The Subrecipient shall maintain a written drug-free workplace policy, notifying employees that the possession or use of a controlled substance is prohibited in the workplace, and specifying the actions which will be taken against employees for any violation of the policy. The policy shall be developed and prominently posted as soon as practically possible, but no later than sixty (60) calendar days after the effective date of this Agreement.

11. PAYMENT OF TAXES

As a condition of performance of this Agreement, the Subrecipient shall pay all federal, state, and local taxes incurred by the Subrecipient and shall require their payment by any subcontractor or any other person in the performance of this Agreement. Satisfactory performance of this section is a condition precedent to payment by the City under this Agreement.

12. RELATIONSHIP, ASSIGNABILITY, AND SEVERABILITY

The Subrecipient, its employees, agents, consultants, or subcontractors performing work under this Agreement are independent Subrecipients and are not employees or agents of the City in any manner whatsoever. The Subrecipient, its employees, agents, consultants, or subcontractors will not hold itself out as, nor claim to be, an officer or employee of the City for any reason, and will not make any claim, demand, or application to or for any right, privilege, or benefit applicable to an officer or employee of the City including, but not limited to Worker's Compensation coverage, Unemployment Insurance, Social Security, retirement membership or credit, health care, or vacation or sick leave benefits.

The performance of all or part of this Agreement by the Subrecipient shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Subrecipient or any employee of the Subrecipient or any subcontractor or any employee of any subcontractor by the City at the present time or in the future.

The Subrecipient shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any person without prior written approval by the City. If any provision of this Agreement, or portion thereof, is found to be invalid, the remainder of this Agreement shall not be affected, providing the remainder continues to conform to applicable

federal, state, and local laws and regulations.

13. AUDITS

The Subrecipient shall comply with audit requirements under the American Rescue Plan Act (ARPA), H.R.1319 - 117th Congress (2021-2022). In addition, the Subrecipient shall submit to the City's fiscal representative an independent audit engagement letter and other reports as follows:

- A. Subrecipients that are required to have a single audit must submit a copy of the independent auditor engagement letter to the City once this Agreement has been executed.
- B. Federal Funds Requirements – Title 2 Code of Federal Regulations (CFR) Chapter 2 Part 200. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for audits require Non-profit and governmental Subrecipients expending \$750,000 or more in a fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with Title 2 CFR Subtitle A Chapter 2 Part 200 Subpart F “Audit Requirements”. The Subrecipient is to provide the auditor with a schedule of Federal Expenditure for the fiscal year(s) being audited.
- C. When state funds are also to be paid under this Agreement a Schedule of State Financial Assistance must also be included.
- D. When the Subrecipient is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Subrecipient in accordance with Part 200.509 of the 2 CFR Chapter 2 Subpart F “Auditor Selection”.
- E. The Subrecipient shall include the above audit requirements in any subcontracts.
- F. Inform the City's fiscal representative in advance of the date and time of the independent auditor's exit interview with the Subrecipient so that a City representative can be present if the City so desires.
- G. Submit the independent Certified Public Accountant (CPA's) auditor's financial statement report, the single audit reports and the management letter (“collectively referred to as “reports”) to the City within thirty (30) calendar days following the issuance of such reports.
- H. Provide comments on any findings and recommendations in the reports, including a plan for corrective action for any findings.
- I. The working papers of the reports must be available to the City.

In the event the Subrecipient's independent auditor does not provide the assurances necessary to satisfy federal and/or state audit requirements, the City retains the right to request a full audit and the Subrecipient will be responsible for any and all costs incurred in order to provide the required audit and assurances.

The reports will be submitted to the City's fiscal representative annually if the Subrecipient receives an annual audit due to requirements other than stated in this Agreement.

For Subrecipients who are not required to obtain a single audit, the City, at its discretion, may require the Subrecipient to obtain an independent review or an independent audit, at the Subrecipient's expense, conducted by an independent CPA. A single audit requirements may also apply. See Exhibit C, Compensation and Financial Requirements.

14. RECORDS AND REPORTS

- A. The Subrecipient shall retain all books, records (including medical and treatment records), documents, reports, and other data relevant to this Agreement, for a minimum of six (6) years after expiration or termination of this Agreement, unless longer and otherwise provided or required by law. If any audit, claim, litigation, or other legal action involving the records is started before applicable retention dates expire, the records shall be maintained until completion and resolution of all issues arising therefrom or until the end of applicable retention dates, whichever is later. The Subrecipient shall also comply with records and reports retention requirements per the American Rescue Plan Act (ARPA), H.R.1319 - 117th Congress (2021-2022).
- B. An adequate audit trail shall be maintained. All transactions are to be clearly documented. The documentation is to be readily available for examination.
- C. The Subrecipient shall clearly separate allowable costs from unallowable costs, in accordance with the regulations and restrictions normally associated with federal programs including 2 CFR 200, 2 CFR 230, and 2 CFR 215 (as appropriate), and Cooperative Agreements to State and Local Governments and other such uniform administrative requirements for grants-in-aid now in effect or which hereafter may be made applicable by local, state, or federal laws or regulations. All of the above are incorporated in this Agreement by reference.
- D. The Subrecipient shall maintain written policy and procedural manuals for all services, information systems, personnel, and accounting/finance in sufficient detail such that operations can continue should staff changes or absences occur.
 - 1. The Subrecipient must establish and maintain an accounting system which adequately and separately identifies all funding sources and all application of funds associated with providing the required services including, but not limited to, local, state, and federal grants, fees, donations, federal funds, and all other funds, public or private. All costs incurred by the Subrecipient must be accurately identified and recorded even when no revenue is received for services. This accounting system provides the means to gather fiscal data necessary to determine: a) the cost of a unit of service; b) the bid price; and c) if funds were generated in excess of allowable costs.
 - 2. These records shall contain information pertaining to projects, contracts, grants, or sub-grant awards, and all authorizations, obligations, non-obligated balances, assets, outlays, liabilities, expenditures, and revenue.
 - 3. The Subrecipient shall maintain all books, records, documents, reports, and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this Agreement. Subrecipients shall maintain their fiscal books, records, documents, and other data in a manner consistent with generally accepted accounting principles.
- E. All records required to be maintained by this Agreement or by state and federal

regulations, except for exempt medical and treatment records, are public records and shall be maintained and released, when requested, in accordance with applicable laws.

15. RIGHT TO INSPECTION AND USE OF MATERIALS

- A. City representatives, the State Auditor, and officials of the federal government shall have the right to review and monitor the financial and service components of this Agreement. The City's review will occur with reasonable notice, and will include, but is not limited to, on-site inspection by City agents or employees, and inspection of all records or other materials which the City deems pertinent to performance, compliance, or quality assurance in conjunction with this Agreement.
- B. During the term of this Agreement and for one (1) calendar year following termination or expiration of this Agreement, the Subrecipient shall, upon receiving reasonable notice, provide the City with access to its place of business and to its records that are relevant to compliance with this Agreement.
- C. The City may duplicate, use, and disclose in any manner, for any purpose whatsoever and authorize others to so do, all material created under this Agreement and paid for by the City.

16. DEBARMENT

The Subrecipient shall assure that, its officers, agents, subcontractors, and consultants shall not fund, contract with, or engage the services of any consultant, subcontractor, supplier, or other party who is debarred, suspended, or otherwise ineligible to receive funds.

The Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Agreement by any federal department or agency. If requested by the City, the Subrecipient shall complete a Certification Debarment, Suspension, Ineligibility, and Voluntary Exclusion form.

17. RESOLUTION OF DISPUTES

- A. A Subrecipient with a complaint involving this Agreement is encouraged to first attempt to resolve the matter with the City informally by communicating by telephone or electronic mail with the appropriate City representative or by meeting with that individual in person. The City representative must send written notification to the Subrecipient, specifying the response to the complaint and the date the informal dispute resolution process concluded. If the informal dispute resolution process is unsatisfactory and the Subrecipient elects to register a formal complaint, a Subrecipient shall submit a detailed written description of the issues which form the basis of the complaint to the Long Range & Strategic Planning Manager. The Subrecipient's written complaint must be received by the City within thirty (30) calendar days of the date that the informal dispute resolution process concluded.
- B. Upon receipt of a formal written complaint, the Long Range & Strategic Planning Manager or designee will send a written confirmation to the Subrecipient acknowledging receipt of the complaint within five (5) working days. The Long Range & Strategic Planning Manager or designee shall also contact the Subrecipient to establish a meeting to discuss and seek agreement and resolution of the formal complaint. The meeting shall be held within fifteen (15) working days of receipt of the written complaint. The Long Range & Strategic Planning Manager shall issue a written decision regarding the Subrecipient's formal complaint no later than fifteen (15) working days following

completion of the meeting.

- C. If agreement and resolution are not reached and the Subrecipient elects to pursue the complaint further, the Subrecipient may, within five (5) working days after receipt of the Manager's written decision, file a written appeal to the Director of Community and Economic Development at the address listed in this Agreement. The appeal must state all facts and arguments upon which the appeal is based. The Director or designee will render a written decision within fifteen (15) working days following completion of the meeting. The Director's decision shall be final.
- D. In the event that any subsequent litigation should arise concerning this Agreement, the venue of such litigation shall be in the courts of Pierce County. This Agreement shall be governed by the laws of the State of Washington.
- E. All mailings by and to the City required in this section of the Agreement shall be by certified mail with return receipt requested to the Subrecipient's address of record.

18. SUSPENSION, TERMINATION, AND CLOSEOUT

- A. For Convenience – Either the Subrecipient or the City may terminate this Agreement for convenience or without cause by providing written notice at least sixty (60) calendar days prior to the effective date of the termination. If this Agreement is so terminated, the City and Subrecipient 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.
- B. For Cause – The City may, upon written notice to the Subrecipient, immediately suspend or terminate this Agreement in whole or in part, or withhold any payment of funds in whole or in part, when the City determines, in its sole discretion, that continuation of the Agreement is detrimental to the City's interest, including, without limitation, the occurrence of any one (1) or more of the following:
 - 1. Expected or actual funding from the state, federal government, or other source(s) is withdrawn, reduced, or limited in any manner after the effective date of this Agreement and prior to its normal completion; or
 - 2. Performance of this Agreement is rendered unfeasible or impossible for any reason; or
 - 3. Subrecipient fails to comply with any of the terms or conditions of this Agreement or when the Subrecipient fails to substantiate Subrecipient's compliance with this Agreement when requested to do so by the City; or
 - 4. Subrecipient uses Agreement funds ineffectively, improperly, or illegally; or
 - 5. Subrecipient provides materials, information, reports, or documentation which are incomplete, incorrect, or false, either knowingly or negligently; or
 - 6. Subrecipient fails to provide services, information, reports, or documentation required by this Agreement in a timely and reasonable manner; or
 - 7. Subrecipient fails to resolve in a timely fashion audit findings associated with this Agreement which could materially impact performance of this Agreement; or
 - 8. Subrecipient is unable to carry out the terms and conditions of this Agreement in

compliance with applicable local, state, or federal law; or

9. The health, welfare, or safety of clients or patients associated with this Agreement is at risk by actions or inaction of the Subrecipient; or
 10. Any illegal act by the Subrecipient.
- C. The City's forgiveness of the Subrecipient's nonperformance of any provision of this Agreement in one (1) instance does not constitute a waiver of any provision of this Agreement, nor of future nonperformance of the same provision.
- D. If the Subrecipient receives a notice of termination from the City for either convenience or cause or issues a notice of termination to the City, the Subrecipient shall:
1. Stop work on the date and to the extent specified;
 2. Place no further orders or agreements for goods, services, or facilities to complete the work now terminated;
 3. Assign to the City all of the Subrecipient's rights, title, and interest under the orders and agreements placed by the Subrecipient to complete the work now terminated;
 4. Deliver or convey title to:
 - a) Any property produced by the work terminated;
 - b) Any usable personal property in which the City has a secured interest;
 - c) Any usable property carried on the City's inventory; or
 - d) Any real property in which the City, or any entity named by the City, has a secured interest; and
 - e) Send a final billing for the work now terminated to the City within thirty (30) calendar days of the date of termination.
- E. If the City receives a notice of termination from the Subrecipient, or if the City issues a notice of termination to the Subrecipient, the City:
1. Will arrange to take delivery of property or the right, title, or interest of real property conveyed by the Subrecipient in conjunction with this Agreement; and
 2. Will make final payment upon receipt of final billings for all authorized services, if the Subrecipient has provided documentation that the City's interests are fully protected.
- F. The rights and remedies provided to the City and the Subrecipient in this section are in addition to any other rights and remedies provided by law or under this Agreement. Termination of this Agreement by the City at any time during the term of the Agreement shall not constitute a breach of contract by the City. The Subrecipient may request a reconsideration of the City's decision to terminate this Agreement in accordance with Resolution of Disputes Section listed above.

19. LOBBYING CERTIFICATION

The Subrecipient certifies that, to the best of its knowledge and belief:

- A. No appropriated funds have been paid, or will be paid by, or on behalf of the Subrecipient, or officers or employees, to any person for influencing, or attempting to influence an officer or employee of any governmental agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan or cooperative agreement.
- B. If federal appropriated funds have been paid, or will be paid, to any person for influencing, or attempting to influence, an officer or employee of any governmental agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federally funded agreement, the Subrecipient shall complete and submit to the City, a federal Standard Form-LLL, "Disclosure Form To Report Lobbying" in accordance with its directions. The form is available from the City on request.
- C. The Subrecipient shall require that the language of this certification be included in all agreements issued to their subcontractors, and that all recipients certify and disclose accordingly.
- D. For federally funded Agreements, this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

20. SURVIVABILITY

The terms and conditions contained in the Agreement that by their sense and context are intended to survive the expiration of this Agreement shall so survive. Surviving terms include, but are not limited to: Client Confidentiality/Disclosure of Information, Resolution of Disputes, Defend, Hold Harmless and Indemnification, Right to Inspection, Records and Reports, and Treatment of Assets.

21. LICENSING AND ACCREDITATION STANDARDS

The Subrecipient agrees to comply with all applicable local, state, and federal licensing standards, all applicable accrediting or certification standards, and any other standards or criteria established by the City to ensure quality of services, and to supply proof of said compliance upon demand.

22. TREATMENT OF SUBRECIPIENT ASSETS

- A. Title to all property furnished by the regulating authority shall remain with the regulating authority; and title to all property furnished by the City shall remain with the City.
- B. The Subrecipient shall obtain prior written approval by the City when purchasing non-expendable personal property if the cost of the personal property is to be reimbursed as a direct item of cost under this Agreement. This approval may be accomplished by

inclusion in the Agreement Budget.

- C. Title of all non-expendable personal property purchased by the Subrecipient, the cost of which the Subrecipient is reimbursed as a direct item of cost under this Agreement, shall pass to and vest in the City upon acceptance of such property by the Subrecipient.
- D. Non-expendable personal property purchased by the Subrecipient under the terms of this Agreement, in which title is vested in the City, shall not be rented, loaned, or otherwise passed to any person, partnership, corporation, association, or organization without the prior express written approval of the City.
- E. Any non-expendable personal property furnished to, or purchased by, the Subrecipient, title to which is vested in the City shall, unless otherwise provided herein or approved by the City, be used only for the performance of this Agreement.
- F. As a precedent to reimbursement for the purchase of non-expendable personal property, title to which shall be vested in the City, the Subrecipient agrees to provide all necessary information and documents in order for the City to execute such security agreements and other documents as shall be necessary for the City to protect its interest in such property in accordance with the Uniform Commercial Code as codified in Title 62A RCW.
- G. The Subrecipient will furnish to the City by the fifteenth (15th) day of October, unless otherwise stated, an inventory of any and all property purchased with funds provided by the City for use under the terms of this Agreement. The inventory list shall include all non-expendable personal property, including small and attractive items, purchased with funds provided by the City under the terms of this Agreement. For the purposes of this clause, conducting and providing an inventory consists of sighting, tagging or marking, describing, recording, and reporting the property involved.
- H. The Subrecipient shall be responsible for any loss or damage to property of the City, including all expenses resulting from such loss or damage, which results from negligence, willful misconduct, or lack of good faith on the part of the Subrecipient, or which results from the failure on the part of the Subrecipient to maintain and administer the property in accordance with sound management practices. Furthermore, the Subrecipient shall ensure that all City property in its possession, when returned to the City, shall be in a like condition to that in which it was when furnished to the Subrecipient or the condition in which the property was when acquired by the Subrecipient through purchase, except that in all cases, reasonable wear and tear shall be allowed.
- I. Within three (3) calendar days of discovery of loss or destruction of or damage to City property, the Subrecipient shall notify the City in writing and include appropriate documentation (i.e., police, fire, or accident reports). The Subrecipient shall take all reasonable steps to protect that property from further damage.
- J. Within five (5) working days after termination, or completion of this Agreement, unless otherwise mutually agreed in writing between the Subrecipient and the City, the Subrecipient shall surrender to the City all property of the City.
- K. The City may, at its discretion, abandon in place any property in which title is vested in the City under the terms of this Agreement insofar as permitted by law, rule, or regulation.
- L. Non-expendable personal property acquired by the Subrecipient, the cost of which is reimbursed by the City or the Subrecipient with funds provided through this Agreement, shall be subject to the same constraints, procedures, treatment, handling, disposition, and

other matters as specified above. The Subrecipient shall take all steps necessary to ensure that the interest of the City in such property shall be protected and safeguarded.

- M. The Subrecipient will maintain property record cards and property identification tabs as may be directed by the City. This applies only to property purchased with federal, state, and/or City funds specifically designated for such purchase.

Exhibit A Applicable Definitions

Many terms used throughout this Agreement are defined in Title 388 Washington Administrative Code (WAC), as subsequently amended, and have the meanings indicated in that title. Additionally, the following terms shall have the following definitions:

"Acquisition Cost" shall mean that amount expended for property, excluding interest, plus, in the case of property acquired with a trade-in, the book value (acquisition cost less amount depreciated through the date of trade-in) of the property traded in. Non-expendable personal property, the value of which was expended when acquired, has a book value of zero (0) when traded in.

"Agreement" shall mean the Basic Agreement and any Statements of Work and Exhibits that are attached to and incorporated by reference to the Basic Agreement.

"American Rescue Plan Act" and "ARPA" shall mean the American Rescue Plan Act of 2021, H.R.1319 - 117th Congress (2021-2022).

"BARS" shall mean Budget, Accounting, and Reporting System for counties, cities, and other local governments.

"Business Entity" shall mean any person, or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit with the City. The term business entity shall include, but not be limited to partnerships, corporations, contractors, and subcontractors doing business with the City.

"Client", "Consumer", "Participant", "Patient", or "Recipient" shall mean any individual applying for or receiving services under this Agreement.

"CFR" shall mean Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.ecfr.gov>

"Contract" shall mean the Basic Agreement and any Statements of Work and Exhibits that are attached to and incorporated by reference to the Basic Agreement.

"Contract Budget" shall mean the budget incorporated in this Agreement, identifying a plan for the expenditure of contracted funds.

"Contractor" shall mean a person, employer or business entity that enters into a contract or an agreement with the City to perform any service or work, or to provide a certain product in exchange for valuable consideration.

"Cost Reimbursement" shall mean that payment to the Contractor is based upon the actual reimbursable costs incurred under this Agreement.

"Cost Related" shall mean a cost analyzed payment structure. Contractual payments for cost related awards shall be made on an interim monthly basis. The monthly payment amounts are determined by the following calculation: total amount of allocation/total number of months in the contract period. City expects the Contractor to incur costs throughout the contract period to at least equal the allocation. At the end of each quarter, if actual expenditures made by the Contractor are significantly less than the monthly payments they received, the City may identify this as an overpayment and request recovery of

the excess funds. The final payment under a cost related award must be reconciled to actual expenditures.

"Debarment" shall mean an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

"Earned Income" shall mean any gross income earned by the Contractor or a Subcontractor from contract supported activities. Revenue received from DSHS, either directly or through the City, is not earned income. Earned income shall exclude interest earned and may include, but will not be limited to, income from service fees, sale of commodities, usage fees, and royalties on patents and copyrights.

"Fee for Service" shall mean paying the Contractor a negotiated fixed rate, based upon performance of a defined unit of service.

"Financial Statement" shall mean a combined report, or separate reports, of financial information prepared by the Contractor's accountant that identifies the Contractor's financial position, operating results, and other pertinent information. The reporting period of the document(s) shall correspond with the Contractor's calendar or fiscal year.

"Independent Auditor" shall mean either a certified public accounting firm or a certified public accountant.

"Information Technology (IT) Purchases" include, but are not limited to, computers, software, desk telephones, and cellular telephones, but do not include keyboards and mouse.

"Managed Care" shall mean various strategies that seek to optimize the value of provided services by controlling their utilization and cost, promoting their quality, and measuring performance to ensure cost-effective outcomes while utilizing methodologies established by the City.

"Medicaid Consumer" shall mean an individual who is eligible for Medicaid services, as shown on their medical identification card.

"Medicare Consumer" shall mean an individual who is eligible for Medicare services.

"Non-expendable Personal Property" shall mean tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$5,000.00 or more per unit, unless a greater amount is specified in an Appendix or Work Order.

"Personal Information" shall mean any 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, background check results, other identifying numbers, and any financial identifiers.

"Personal Property" shall mean property of any kind, including small and attractive items and IT equipment, except real property.

"Price Related" shall mean a price-analyzed payment structure in which payments are either made as a lump sum, or made at a rate-per-unit basis, and without consideration of the Contractor's actual or anticipated costs.

"Program Income" shall mean any gross income earned by the Contractor or a Subcontractor from contract supported activities. Revenue received from DSHS, either directly or through the City, is not earned income. Earned income shall exclude interest earned and may include, but will not be limited to, income from service fees, sale of commodities, usage fees, and royalties on patents and copyrights.

"Public Sector Funders" shall mean the City of Tacoma, the City of Lakewood, and Pierce County.

"RCW" shall mean the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/RCW/>

"Real Property" shall mean any interest in land.

"Regulating Authority" shall mean any federal, state City or local entity which has the ability to enforce laws regulations or requirements upon the Contractor.

"Small and Attractive Items" shall mean those items with a value of \$300.00 or more that are particularly vulnerable to loss. Examples of these items include, but are not limited to, communication equipment, cameras, IT accessory equipment such as scanners, office equipment, televisions, cellular telephones, and VCRs.

"Subcontract" shall mean any agreement between the Contractor and a Subcontractor or between a Subcontractor and another Subcontractor that is related to this Agreement, provided that the Subcontract does not include the purchase of supplies or support services that do not directly affect the funded services. The terms Subcontract and Subcontracts shall mean Subcontract(s) in any tier.

"Subcontractor" shall mean any person, partnership, corporation, association, or organization, not in the employment of the Contractor, who is performing part of the contract or Subcontract from a Subcontractor. The terms Subcontractor and Subcontractors shall mean Subcontractor(s) in any tier.

"Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A Subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. LIHI and LIHI Hosmer Housing LLC shall be considered Subrecipients under this agreement per the American Rescue Plan Act (ARPA), H.R.1319 - 117th Congress (2021-2022).

"Useful Life" of non-expendable personal property shall mean that useful service life as based upon the United States Department of Treasury, Internal Revenue Service, policies on depreciation for tax purposes, unless the Contractor or Subcontractor documents in writing some different period that the City agrees to in writing.

"Unauthorized Alien" shall mean a person who is unauthorized to be lawfully employed in the United States, pursuant to 8 U.S.C. § 1324a(h)(3). The City shall not conclude that a person is an unauthorized alien unless and until an authorized representative of the City has verified with the federal government, pursuant to 8 U.S.C. § 1373(c), that the person is an unauthorized alien.

"Unit Cost Rate" shall mean a payment mechanism where reimbursable costs incurred in a prior period, divided by the units of service delivered in the prior period and multiplied by the units identified in the current period, determines the total amount paid.

"Vendor" shall mean a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the federal program.

"WAC" shall mean the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>

"Washington State Department of Social and Health Services" shall be referred to as DSHS.

"Work Order" shall mean a document attached to and incorporated by reference to the Basic Agreement which states the goods, services, and/or benefits to be delivered, and any other terms and conditions that apply to the work.

Exhibit B
Scope of Work

1. This contract is between Lakewood and LIHI Hosmer Housing LLC, a Washington limited liability company, for the acquisition of the real property legally described as follows:

Legal Description: Lot 2, City of Tacoma Short Plat No. 75-251, according to the Short Plat thereof recorded in Volume 4 of Short Plats, page 13, in Pierce County, Washington.

Situate in the County of Pierce, State of Washington.

Parcel #0320315002

2. This contract is funded under the American Rescue Plan Act that established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program. This program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses. The services provided under this contract will address homelessness by providing non-congregate emergency shelter and help improve access to stable, affordable housing amount unhoused individuals. This is a non-research and development contract. The City of Lakewood contact for this contract is Tiffany Speir at tspeir@cityoflakewood.us or 253-983-7702.
3. The period of performance for this contract begins on the date of execution and ends December 31, 2026.
4. Concurrent with funding agreements for this project approved by the Pierce County and the City of Tacoma, the intent of this Agreement is to provide funding for the acquisition of the Comfort Inn located at 8620 S Hosmer St, Tacoma, WA 98444 (“Property”). Subrecipient shall use the property as an emergency shelter through 2023, and on January 1, 2024 begin to convert the Property to permanent affordable housing for tenants whose income is at or below 50% of the Pierce County Area Median Income (AMI). The Property shall be operated and maintained as affordable housing for the following forty (40) years. The eligible costs and approved project budget under this agreement are stipulated in Exhibit C.
5. To accomplish this intent, the Subrecipient shall:
 - A. Acquire the existing Comfort Inn (“Property”) and convert the property to an emergency shelter for homeless households meeting the federal definition of homeless through December 31, 2023 with a minimum of one hundred twenty (120) shelter beds, and after January 1, 2024 convert the Property to permanent supportive affordable rental housing for a population at, or below 50% of the County AMI. The Property shall be operated and maintained as such for the following forty (40) years with a minimum of eighty residential (80) units.
 - B. Enter into an agreement for a loan of at least five million dollars (\$5,000,000.00) from the Pierce County for the same purpose, and enter into an agreement for a loan of at least five million dollars (\$5,000,000) from the City of Tacoma for the same purpose.
 - C. Apply to the State of Washington for a Rapid Acquisition grant at the maximum amount allowed by program guidelines. The proceeds of any grant award shall be used by the Subrecipient to reimburse the City, Pierce County and the City of Tacoma in proportion to their investments in accordance with the funding award letter dated August 3, 2021.

- D. Budget for and operate the Property and all on-site supporting services, including a maintenance and capital replacement budget that shall address both on-going facility maintenance needs as well as plans for capital upgrades/replacement of major building systems when they reach the end of their useful lives.
- E. Not sell, lease or otherwise transfer the Property or change its use without the prior written consent of The City Tacoma, Pierce County and the City of Lakewood (the "Public Sector Funders"). The Public Sector Funders shall each have a right of first refusal in any transfer, change of use, lease, or sale of the property rights to any other entity including, but not limited to, public, private or non-profit.
- F. In the event of an approved sale, the proceeds shall be applied as follows:
1. First be used to repay Pierce County, City of Tacoma, and City of Lakewood (Public Sector Funders) for any remaining amount of their initial investment, with interest in proportion to their respective initial investments in the Property.
 2. Second, the Public Sector Funders shall be repaid for any additional funds invested in renovations, conversion, upgrades and/or other improvements in proportion to their respective investments in such improvements.
 3. Third, the public sector funders shall proportionately share in any increase in value as defined by the difference between what the price property as initially purchased for and the agreed upon price at the subsequent future sale in proportion to their respective total investments in the Property.
- G. Not collateralize the property or seek other loans or funding for the Property without the prior written consent of the Public Sector Funders.
- H. Comply with all noted regulations, requirements, and conditions of the Agreement.
- I. Provide information as required by the City to demonstrate household eligibility through the submission of a quarterly reports that are due no later than thirty days after the end of the quarter. The report will cover the entire agreement term and the format shall be as specified by the City and include client eligibility, income and demographic data.
- J. Execute the following loan documents at the time of closing:
1. Loan Agreement.
 2. Promissory Note.
 3. Restrictive Affordability Covenant.
 4. Deed of Trust.
- The loan documents secure the affordability requirements for a period of forty years following the completion of this contract.*
- K. Record the executed Restrictive Covenant and Deed of Trust with the Pierce County Auditor's Office at closing. Funds from this contract shall not be released until all loan documents are signed and the Deed of Trust and Restrictive Covenant are held in escrow.
- L. Provide an extended title insurance policy insuring the City's loan in the amount of five million and 00/100 dollars (\$1,000,000.00).

- M. Provide information as required by the City to demonstrate project progress through the submission of a monthly progress report. The format of the monthly report shall be as specified by the City.
- N. Meet the milestones identified in Table 1; provided, however, the parties agree that these timelines are estimates only and that failure to meet such milestones shall not constitute an event of default hereunder or under any document in connection with the City's loan described herein.
- O. Provide the City with evidence all funding necessary to complete construction, and operate the project are secured. No funding will be released until such evidence is provided satisfactory to the City.
- P. Submit one initial interim report, and after the initial report submit quarterly project and expenditure reports in a format provided by the City and in compliance with the American Rescue Plan Act (ARPA), H.R.1319 - 117th Congress (2021-2022).
- Q. Pull all necessary permits as required by the City of Tacoma, The State and/or Pierce County.
- R. Comply with all Federal, State and Local laws and regulations concerning the use to public funds used for construction purposes including compliance with the American Rescue Plan Act (ARPA), H.R.1319 - 117th Congress (2021-2022).
- S. Provide Homeless Management Information System (HMIS) data by:
 - 1. Collecting client data in the HMIS database, in compliance with requirements of the most updated federal HUD HMIS Data Standards. HUD universal data elements and HUD program specific data elements must be collected and reported in HMIS.
 - 2. Entering all data for a particular month into HMIS database by the fifth (5th) business day of the following month. Additionally, provider will make every attempt to enter all data for a particular week by the end of that week.
- T. While the Property is operated as an emergency shelter, the Subrecipient shall reserve at least 12 beds daily for City of Lakewood clients until a reasonable time of day, at which point of the beds that are not claimed they may be released for use by non-Lakewood clients. The Subrecipient shall also provide all on-site supporting services to the Lakewood clients.
- U. The City is committed to achieving equity in service delivery, decision making, community engagement and in eliminating racial inequality. The City believes a diverse, inclusive society, that provides opportunities to all of its citizens, will ultimately make us a stronger county. The Subrecipient will undertake efforts to support an integrated system of culturally appropriate services that are equitable, easy to access and navigate, and are available in locations where needs exist.
- V. Maintain records and financial documents in compliance with the American Rescue Plan Act (ARPA), H.R.1319 - 117th Congress (2021-2022), or for at least five years after December 31, 2026, whichever is longer.

Table 1 – Project Timeline

Close of Financing	October 2021
Construction Start	October 2021 or ASAP thereafter
Construction Complete	December 2021
Start Lease Up	December 2021
Full Occupancy (Shelter)	December 2021
Start Conversion to permanent housing	January 2024
Construction phase complete	June 2024
Lease up and occupancy	July 2024

6. To accomplish the intent of this project the City shall:
 - A. Provide administrative and financial oversight and direction in accordance with established laws and regulations.
 - B. Provide technical assistance to the Subrecipient, particularly regarding compliance with federal and local laws and regulations and in development of processes and procedures to assure attainment of project goals and objectives.
 - C. Pay, on a timely basis, all requests for payment which are eligible and appropriate for payment, and which are supported by sufficient documentation.
 - D. Conduct annual monitoring and performance assessments of all services provided under this Contract, in the manner and at reasonable times, with reasonable notice, as the City considers appropriate:
 1. Monitoring and assessment activities include, but are not limited to, review of service and financial reports, including all books, records, documents, and other data, facilities, activities, and on-site visits by City staff or their designee, state, or federal representatives.
 2. Unless the City elects to terminate this Contract for cause, when findings from monitoring efforts or audits show that there are apparent violations of the terms or conditions of this Contract, the Subrecipient and the City shall negotiate a mutually agreeable plan of action to address the identified problem. If the parties are unable to come to contract, the Subrecipient may file a complaint, as specified in this Contract.
7. The Subrecipient, its consultants, and contractors shall comply with all applicable local, state and federal laws and regulations, whenever and wherever they are applicable, including those listed below. The Subrecipient, its consultants, and contractors shall timely obtain all permits and approvals necessary to lawfully implement the project. The Subrecipient, its consultants, and contractors shall include in all contracts, subcontracts and purchase orders for this project the following list of laws and regulations and shall require compliance with such laws and requirements:
 - A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) relating to non-discrimination in performance of the project and to the benefits deriving from it as implemented by HUD regulation 24 CFR 570.601(a)(1).
 - B. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended, relating to non-discrimination in housing as implemented by HUD regulation 24 CFR 570.601(a)(2).

- C. Executive Order 11063 relating to non-discrimination in housing as amended by Executive Order 12259 and as implemented by HUD regulation 24 CFR 570.601(b).
- D. Section 109 of the Housing and Community Development Act of 1974 as amended, dealing with non-discrimination in program benefits because of race, religion, color, national origin, sex, age (Age Discrimination Act) or disability (Section 504) as implemented by HUD regulation 24 CFR 570.602 and the Americans with Disabilities Act (ADA) requirements as implemented by HUD regulation 24 CFR 570.614(b).
- E. Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 dealing with non-discrimination in employment (Equal Employment Opportunity) based on race, color, religion, sex, sexual orientation, gender identity, or national origin; and, Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations) as implemented by HUD regulation 24 CFR 570.607(a).
- F. The regulations, policies, guidelines and uniform administrative requirements of 2 CFR 200 as they relate to the acceptance and use of Federal funds.
- G. Executive Orders 11625, 12138 and 12432, dealing with the use of minority and women owned business enterprises as implemented by HUD regulation 24 CFR 85.36(e).
- H. The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
- I. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282).
- J. The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq., as amended) and regulations set forth at 24 CFR part 21.
- K. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Chapter 63: Sec 4821–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. Chapter 63A 4851–4856), and implementing regulations at 24 CFR part 35, subparts A (Disclosure requirements), B (General requirements and definitions), J (Rehabilitation), K (Acquisition, Leasing, Support Services, or Operation), and R (Methods and Standards for Lead-Paint Hazard Evaluation Reduction Activities) implemented by 24 CFR 570 Subpart K – Other Program Requirements (Sections 608 Lead-based paint) apply to activities under this program.
- L. Additional ARPA Requirements: In addition to the terms and conditions in the Funding Approval/Agreement, the following requirements:
 - a. Advance shared interests and promote equitable delivery of government benefits and opportunities to underserved communities, as outlined in Executive Order 13985, On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government; and Transparency and public accountability for SLFRF award funds and use of such funds are critical to upholding program integrity and trust in all levels of government, and SLFRF award funds should be managed consistent with Administration guidance per Memorandum M-21-20 and Memorandum M-20-21.
 - b. Procurement, Suspension & Debarment. subrecipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform

Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate.⁶ Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform Guidance requires an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Your organization must ensure adherence to all applicable local, State, and federal procurement laws and regulations.

- c. Reporting. All subrecipients of federal funds must complete financial, performance, and compliance reporting as required and outlined in Part 2 of this guidance. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1.
- d. Single Audits. Subrecipients will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements.
- e. The Subrecipient shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.

Note: Copies of applicable laws and regulations are available upon request from the Pierce County Human Services, Community Services Programs. A listing of these applicable laws and regulations are to be incorporated in each contract, subcontract and consultant agreement issued by Subrecipient or its contractors.

Exhibit C
Compensation and Financial Requirements

1. It is expressly understood that City American Rescue Plan Act (ARPA) funds may only be used for costs applicable to this Agreement which are included in the approved project budget (Table 2) and may not be used for the general administration or operation of the Subrecipient.
2. City ARPA shall not be obligated for:
 - A. Costs incurred prior to start date of this Agreement;
 - B. Any action subsequent to an order from the City for suspension or termination of the project except as may be reasonably necessary for the protection of life and property; which could not otherwise be avoided; or which is otherwise eligible if the action precipitating the order for suspension or termination is found to be acceptable to the City; or
 - C. Costs subsequently found to be ineligible or inappropriate.
3. The Subrecipient shall refund to the City any payment or partial payment expended by the Subrecipient or its subcontractors and consultants which is subsequently found to be ineligible, inappropriate or illegal.
4. **COMPENSATION**
 - A. The maximum consideration for the term of this Agreement shall not exceed One Million and 00/100 dollars (\$1,000,000.00); and
 - B. Eligible use of funds include:
 1. Acquisition and Construction costs as outlined in Table 2;
 2. Reasonable and necessary project related soft costs, including but not limited to: financing costs, closing costs, professional services (appraisal, legal, lead testing) audit costs, marketing, insurance, permits and other project related soft costs approved by City as outlined in Table 2; and
5. **FINANCIAL REQUIREMENTS**

The Subrecipient is identified as a (check the appropriate box, if applicable):

Federal Contractor

Federal Vendor

The Professional Liability Insurance requirements, identified in Insurance Section 6, are or are not applicable to this contract.
6. **FINANCIAL REQUIREMENTS - PAYMENTS**

Reimbursement requests from the Subrecipient for services rendered under this contract shall:

 - A. Be requested on the Subrecipient's letterhead and shall include only request for payment or reimbursement of cost actually incurred per the approved budget and supported by documentation;
 - B. The Subrecipient is prohibited from submitting request for payment in excess of actual

requirements for carrying out the project;

- C. Subject to the terms and conditions of this Contract, the Subrecipient shall submit a Contract Payment Request form on a monthly basis within twenty-five (25) working days following the month in which the Subrecipient has incurred expenditures for services and costs as outlined in this Contract. The amount requested must be supported by actual costs incurred and paid for by the Subrecipient. The City shall issue payment no later than twenty (20) working days after the receipt of complete and accurate billing information as determined by the City. The submission of incomplete or inaccurate billing information may delay the reimbursement process, and shall not be considered a breach of this Contract; and

Table 2 – Project Budget

	Total	City of Tacoma	Pierce County	City of Lakewood
Acquisition Costs:				
Land				
Existing Structures	\$ 8,800,000	\$2,800,000	\$5,000,000	\$1,000,000
Liens				
Closing, Title & Recording Costs	\$ 60,000	\$ 60,000		
Extension payment				
Other				
Soft Costs:				
Buyer's Appraisal	\$ 12,500	\$ 12,500		
Environmental Assessment	\$ 8,750	\$ 8,750		
Geotechnical Study				
Boundary & Topographic Survey	\$ 15,000	\$ 15,000		
Legal - Real Estate	\$ 75,000	\$ 75,000		
Developer Fee				
Project Management / Dev.	\$ 400,000	\$ 400,000		
Consultant Fees				
Other Consultants: CNA, Meth Testing	\$ 55,000	\$ 55,000		
Soft Cost Contingency				
Other: Meth Remediation & Required Repairs/Improvements (e.g. Electrical)	\$ 879,750	\$ 879,750		
Other: Capitalized Reserves	\$ 170,000	\$ 170,000		
Other Development Costs:				
Equipment and Furnishings	\$ 484,000	\$ 484,000		
Carrying Costs at Rent up/ Lease Up Reserve	\$ 40,000	\$ 40,000		
Total Development Cost	\$ 11,000,000	\$5,000,000	\$5,000,000	\$1,000,000

Agreement Signature Page

IN WITNESS WHEREOF, the parties have executed this Agreement on the days indicated below:

SUBRECIPIENT:

LIHI Hosmer Housing LLC,
a Washington limited liability company

By: Low Income Housing Institute (LIHI)
Its: Sole Member

By: _____
Name: Sharon H. Lee
Title: Executive Director

CITY OF LAKEWOOD:

By: _____
Name: John Caulfield
Title: City Manager



To: Mayor and City Councilmembers
From: Paul A. Bucich, Public Works Engineering Director
Through: John J. Caulfield, City Manager
Date: October 18, 2021
Subject: Status Update on Clover Creek Engineering Alternatives

At the August 23, 2019 Council study session, PWE presented the results of the 2019 Clover Creek Floodplain Analysis. The results of the assessment revealed that the flooding extents of Clover Creek were significantly greater than the 2017 FEMA Floodplain mapping forecast (see attached graphic). A number of reasons for the disparity were presented to Council including the age of the data used by FEMA in generating the mapping, the sophistication of the topographic model used and the hydraulic routing methods used, and decisions made at that time by others on how to characterize the flooding potential across I-5 and points north and west of the creek.

In the winter of 2019, PWE submitted a Letter of Map Revision (LOMR) to FEMA to modify the flood maps along Clover Creek to reflect the new modeling results. After a series of discussions with FEMA, PWE rescinded the request for a LOMR based on the request by FEMA to redefine the floodway as going across I-5. The realignment of the floodway across the freeway and onto Pacific Highway would have significant impacts on allowable development and expansions to the private property and state highway system.

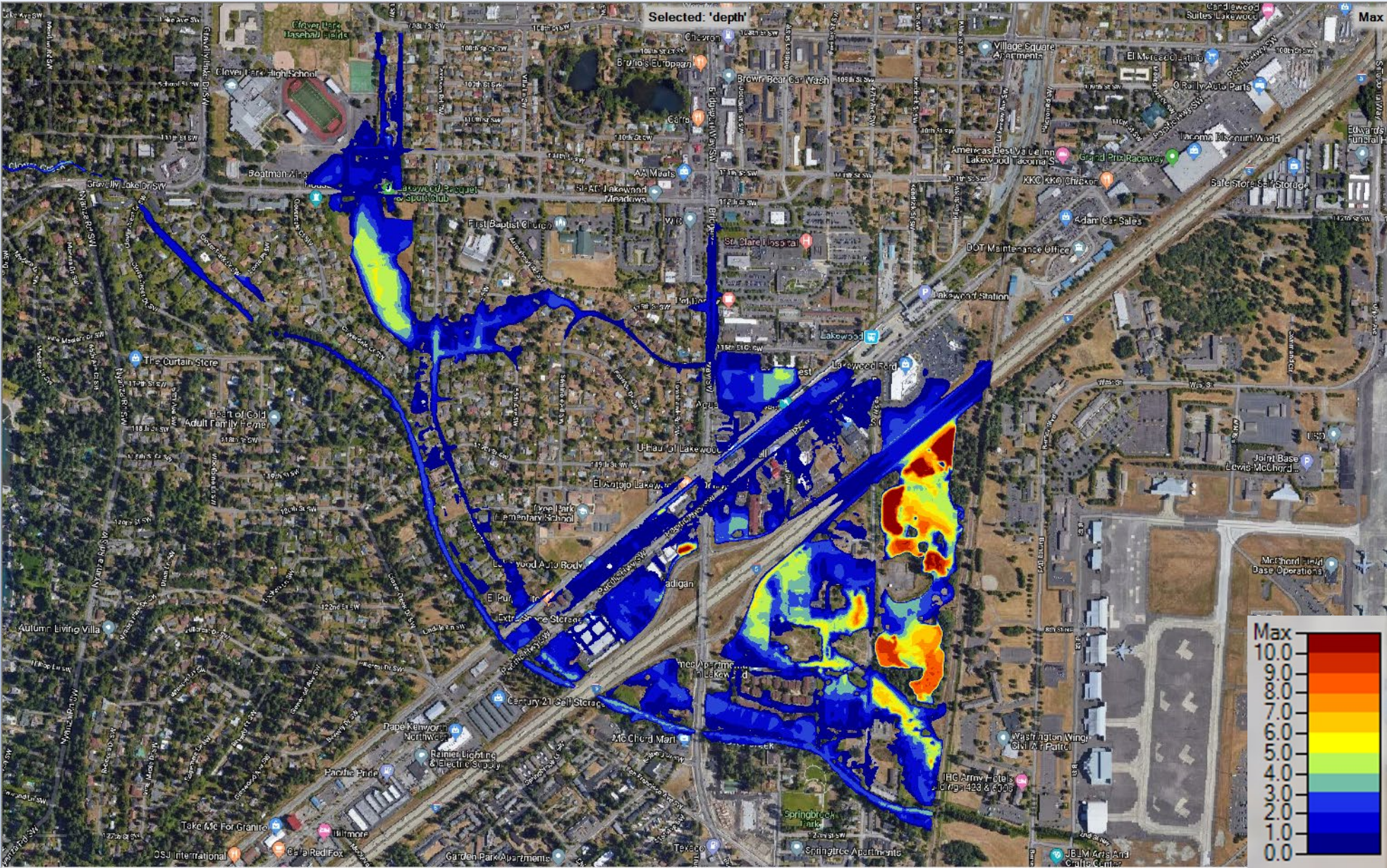
In the budget preparation for 2021-2022, PWE was authorized to conduct an engineering alternatives evaluation to determine if there was a reasonable engineering means of reducing or eliminating the flooding from Clover Creek. PWE has conducted interviews with qualified engineering consulting firms and selected Brown and Caldwell to lead this effort. At this time, we have negotiated a scope of work and budget and expect to bring that forward to Council for City Manager authorization in early November.

The scope of work will include an extensive public engagement component along with development of a regulatory stakeholders group. To date, the public has been engaged strictly through the City website and Council meetings. With the advancement of the engineering assessment, it is important to include residents, property owners, businesses, and regulatory staff in the development of alternatives. In addition, the evaluation will include a high level assessment of fiscal impacts from implementation of up to four alternatives of which one will be the do nothing alternative. The project team will structure the alternatives evaluation such that it will support future applications for funding from local, state, and federal agencies.

The developed scope of work and budget are well in excess of the \$125,000 planned to cover the work and as such, an additional \$150,000 has been requested from the Pierce County Flood Control Zone District out of our accumulated funds. The nature of this work is in alignment with what the FCZD was established to address.

The nature of the work and reasons for the cost will be discussed with Council tonight. Additionally, both Pierce County Surface Water Management and the Flood Zone Control District are jointly conducting long range capital plan updates that will enable Lakewood to add this project to their list of sites to address and fund.

Clover Creek Preliminary 100-year Inundation Depth – Levee Intact



Clover Creek Preliminary 100-year Inundation Depth – Levee Removed





To: Mayor and City Councilmembers
From: Heidi Ann Wachter, City Attorney
Through: John J. Caulfield, City Manager *John J. Caulfield*
Date: October 18, 2021
Subject: Review of City Council Rules of Procedure

The City Council for the City of Lakewood currently operates under a formal set of “Rules of Procedure.” The Rules were initially adopted in 1995 and have occasionally been amended as needed, most recently in 2017.

The City Council reviewed the Rules of Procedure at the September 27, 2021 meeting. Attached is a proposed “red lined” document reflecting input and consideration of rules from that discussion.



CITY COUNCIL RULES OF PROCEDURE

Adopted December 18, 1995
Amended July 15, 1996
Amended October 4, 2004
Amended March 5, 2007
Amended February 19, 2008
Amended July 16, 2012
Amended March 2, 2015
Amended January 17, 2017
Amended October XX, 2021

**CITY OF LAKEWOOD
COUNCIL RULES OF PROCEDURE**

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RULES OF PROCEDURE

CITY COUNCIL OF LAKEWOOD

SECTION 1 - AUTHORITY

The Lakewood City Council hereby establishes the following rules for the conduct of Council meetings, proceedings and business. These rules shall be in effect upon adoption by resolution of Council and until ~~such time as they are~~ amended or new rules are adopted in the manner provided by these rules.

SECTION 2 - COUNCIL MEETINGS

All meetings of the City Council shall be open to the public and all persons shall be permitted to attend any meeting of this body, except as provided in RCW Chapter 42.30.¹

The City Clerk shall be responsible for preparing agendas for all City Council meetings.

The City Clerk shall cause to be prepared action minutes of all of the Council meetings, which minutes shall contain an account of all official actions of the Council. Council meetings shall be electronically recorded and retained for the period of time as provided by State law.

2.1 Regular Meetings

The regular meetings of the City Council shall be held on the first and third Mondays of every month at sites designated by action of the City Council, in Lakewood, Washington. Regular meetings are the formal meeting of the City Council held for the purpose of conducting business, passing legislation and authorizing action by the City.

2.2 Study Sessions

Study Sessions shall constitute regular meetings pursuant to the Open Meetings Act, but shall not be considered regular meetings for the purposes of RCW 35A.12.060. Study Sessions shall be held on the second and fourth Mondays of every month at sites designated by action of the City Council. Study Sessions will be informal meetings for the purpose of discussing, investigating, reviewing or studying matters of City business with City staff for informational purposes.

Regular Council meetings and Study Sessions will begin at the hour of 7:00 p.m.

1. RCW 42.30.140 sets out four situations where a governing body may meet and not be subject to the OPMA. The most common is 42.30.140(a) Collective Bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the implementation or application of a labor agreement; or (b) that portion of a meeting during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress.

If any Monday on which a meeting is scheduled falls on a legal holiday, the meeting shall be held at 7:00 p.m. on the first business day following the holiday.

Four or more Councilmembers present for the transaction of business shall constitute a quorum. Attendance and/or voting by telephone or video conference ~~may be allowed by request in extenuating circumstances including but not limited to physical incapacity or travel~~ constitutes presence at the meeting.

No final action can be conducted at a Study Session.² Decisions on those issues requiring a vote will be scheduled for a Regular or Special Council meeting. The Council can, in a Study Session, provide feedback and direction to the City Manager, as needed for staff to implement properly the will of the Council. ~~Matters requiring a vote after consideration at a Study Session may be placed on the Consent Agenda.~~

The seating arrangement for the Council shall be by position number beginning with the lowest number from right to left as viewed from behind the dais except for the positions of Mayor and Deputy Mayor. The Mayor will be seated in the center with the Deputy Mayor seated to the Mayor's left.

Verbatim transcripts of any part or portion of the proceedings shall be made a part of the written minutes only when authorized by a majority vote of the entire Council made at the meeting or study session wherein such request for a verbatim report is made.

2.3 Special Meetings

A Special Meeting is any Council meeting other than the Regular Council meetings or Study Sessions. A Special Council meeting may be scheduled by the City Manager or Mayor at the request of a majority of the Councilmembers upon notification to the City Manager or City Clerk. Notice of special meetings shall comply with the law of the State of Washington in effect at the time of the meeting.

2.4 Emergency Meetings

An emergency meeting deals with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of a 24-hour notice would make notice impractical and increase the likelihood of such injury or damage. Emergency meetings may be called by the City Manager or the Mayor without the minimum 24 hours advance notice that would otherwise apply.

2. "Final action" means a collective positive or negative decision, or an actual vote by a majority of the members of a governing body when sitting as a body or entity, upon a motion, proposal, resolution, order, or ordinance. 'The Open Public Meetings Act- How it Applies to Washington Cities, Counties, and Special Purpose Districts', citing RCW 42.30.020 (3) at page 6, MRSC Report No. 60, revised, June 2014.

2.5 Executive Sessions

An Executive Session is that part of a Council meeting that is closed except to the City Council, City Manager, and authorized staff members and/or consultants authorized by the City Manager in accordance with the Open Public Meetings Act (OPMA). The public is restricted from attendance. Executive sessions ~~Sessions~~ may be held during Regular, Study Sessions, or Special Council meetings and will be announced by the Mayor. ~~Executive session subjects are limited to those identified in State law.~~

Before convening an Executive Session, the Mayor or Chair shall announce the purpose of the meeting, cite and announce the OPMA exemption to which the purpose applies and the anticipated time when the session will be concluded. Should the session require more time, a public announcement shall be made that the meeting is being extended.³

All matters discussed in an Executive Session are strictly confidential. RCW 42.23.070 prohibits disclosure of confidential information learned by reason of the official position of a City officer.

2.6 Cancellation of Meetings

Meetings may be canceled by the Mayor or a majority vote of the Council and proper notice given by the City Clerk.

SECTION 3 - ORDER OF BUSINESS OF REGULAR MEETING COUNCIL AGENDA

All items to be included on the Council's agenda for consideration should be submitted to the City Clerk, in full by 3:00 p.m. on the Tuesday preceding each regular Council meeting. The City Clerk and City Manager shall then prepare a proposed agenda according to the order of business, for approval by the Mayor, or his/her designee. A final agenda will then be prepared by the City Clerk and distributed to Councilmembers as the official agenda for the meeting.

An item may be placed on a Council meeting agenda by any of the following methods:

1. Council consensus ~~is defined to be general agreement~~ as determined by the Mayor.
2. By the City Manager.
3. By the Mayor.
4. By any two (2) Councilmembers.

The agenda format of the Regular City Council meeting shall be as follows except that if an agenda section contains no scheduled items, that section will be deleted from a particular agenda.

3. RCW 42.30.110 Executive Sessions.

3.1 Call to order

The Mayor shall call the meeting to order. Councilmembers may request to be excused from a meeting ~~for bonafide reasons,~~ by requesting the same of the Mayor and so notifying the City Clerk.

3.2 Roll call

The City Clerk will call the roll.

3.3 Pledge of Allegiance

Councilmembers and, at times, invited guests will lead the Pledge of Allegiance to the Flag.

3.4 Proclamations and Presentations

A proclamation is defined as an official announcement made by the Mayor or the City Council.

City Council proclamations are made for the purpose of recognition of an individual, group or event. City Council Proclamations shall be publicly read at a City Council meeting and presented to a representative(s) of the event during the Council meeting.

Mayor's Proclamations are made for the purpose of recognition of an individual, group or event and which are typically requested by and for a special interest group within the City. Mayor's Proclamations are signed by the Mayor and forwarded to a representative of the event.

The Mayor and City Manager shall determine if the Proclamation request is for a City Council Proclamation or a Mayor's Proclamation.

A presentation is defined as an official report presented by an individual(s) and/ or special interest group at a City Council meeting. This may also include specific items brought forward at the request of the City Manager in order to properly brief the City Council and public about City business and/or matters of public concern.

3.5 Public Comments

Members of the audience may comment on items relating to any matter related to City business under the "Public Comments" period. ~~Comments are limited to three (3) minutes per person, but may be shortened to accommodate a large number of speakers in the time set by the Mayor. Groups who have at least three members present at the meeting may designate a speaker who may have a total of ten (10) minutes to speak on behalf of the group.~~ The Mayor shall determine the overall amount of time set for "Public Comments."

Public comments sign-up forms will be available at the City Clerk's desk at each meeting for use of those ~~who~~ citizens wishing to address the Council in person. Individuals making comments by phone or video

conference will be called upon from the virtual queue. The City Clerk shall serve as timekeeper.

At the first regular meeting each month, in-person comments will be called to speak first and at the second regular meeting each month phone and video conference comments will be called to speak first.

In addressing the Council, each person ~~should stand, and after recognition, move to the podium, give his/her name and address, and unless further time is given by the presiding officer,~~ shall limit his/her comments to three minutes. Meeting minutes of comments shall reflect identification of speakers as speakers identify themselves. All remarks shall be made to the Council as a body and not to any individual member.

No person shall be permitted to enter into any discussion from the floor without first being recognized by the presiding officer.

Written comments may be provided in advance by mail or email. Send comments to the City Clerk for distribution to the City Council. Comments received up to one hour before the meeting will be provided to the City Council in advance of the meeting and meeting minutes shall reflect receipt of these comments.

3.6 Consent Agenda

Approval of the Consent Agenda is considered to be routine and non-controversial, may be approved by a majority vote after a motion and a second. Items on the Consent Agenda include but are not limited to the following:

- a. Approval of minutes.
- b. Fixing dates for public hearings, when such is required by law.
- c. Fixing dates for hearings on appeals.
- d. Approval of claims and vouchers, bid awards and contracts.
- ~~Approval of final plats.~~
- e. Passage of resolutions and/or ordinances which the City Council has given direction to place on the consent agenda.
- f. Items Filed in the Office of the City Clerk (minutes and/or reports of Committees, Boards and Commissions).
- g. Appointments of individuals to committees, boards and commissions.
- h. Other items designated by the City Council.

Any Councilmember may remove any item from the Consent Agenda for separate discussion and action. The City Clerk or designee shall read the

Consent Agenda.

3.7 Regular Agenda

3.8 Public Hearings and Appeals

Public hearings shall be held as required by law and shall follow the legally proscribed process. Public hearings may also be held at the request of the Council even though not legally required. In such instance, the process shall be as proscribed for that hearing by Council.

3.9 Ordinances

All ordinances shall be prepared or reviewed by the City Attorney. No ordinance shall be prepared for presentation to the Council, unless requested by a majority of the Council, or requested by the City Manager or City Attorney.

Ordinances will be introduced and enacted by an Ordinance Number.

The City Clerk or designee shall read the title of the ordinance prior to voting unless the ordinance is on the Consent Agenda.

Upon enactment of the ordinance, the City Clerk shall obtain the signature of the City Attorney and the Mayor. After the Mayor's signature, the City Clerk shall sign the ordinance.

Ordinances, or ordinance summaries, shall be published in the official newspaper as provided by law.

3.10 Resolutions

Introduction, reading by agenda title and voting upon resolutions. A resolution is adoption of a City policy or decision.

3.11 Unfinished Business

Motions and other unfinished business of a general nature.

3.12 New Business

Motions and business which has not previously been before the City Council.

3.13 Reports by the City Manager

The City Manager may update Councilmembers on current issues or items of Council interest.

3.14 City Council Comments

The Mayor and Councilmembers may take this opportunity to make comments, extend compliments, express concerns, report to the Council

as Board, Committee and Commission liaisons, or make announcements concerning any topic they wish to share.

3.15 Adjournment

Recess - The foregoing agenda may be interrupted for a stated time as called by the Presiding Officer to recess for any reason, including executive sessions.

SECTION 4 - ORDER OF BUSINESS OF COUNCIL STUDY SESSION AGENDA

4.1 Call to Order

4.2 Items for Discussion

4.3 Reports by the City Manager

4.4 City Council Comments

4.5 Adjournment

SECTION 5 - COUNCILMEMBER ATTENDANCE AT MEETINGS

Councilmembers will inform the Mayor, City Manager or City Clerk if they are unable to attend any Council meeting, or if they knowingly will be late to any meeting. The minutes will show the Councilmember as having an excused absence. Attendance at Council Study Sessions are not mandatory and will not be considered for purposes of RCW 35A.12.060.

SECTION 6 - PRESIDING OFFICER - DUTIES

6.1 Conduct of Meetings

The Presiding Officer at all meetings of the Council shall be the Mayor and in the absence of the Mayor, the Deputy Mayor will act in that capacity. In the absence of the Mayor appointing a temporary Presiding Officer, if both the Mayor and Deputy Mayor are absent and a quorum is present, the Council shall elect one of its members to serve as Presiding Officer until the return of the Mayor or Deputy Mayor.

6.2 The Presiding Officer:

- a. Shall preserve order and decorum at all meetings of the Council and to cause the removal of any person from any meeting for disorderly conduct;
- b. Shall observe and enforce all rules adopted by the Council;
- c. Shall decide all questions on order, in accordance with Roberts Rules of Order or, if not applicable, with these rules, subject to appeal by any Councilmember;

- d. Shall recognize Councilmembers in the order in which they request the floor. The Presiding Officer, as a Councilmember, shall have only those rights, and shall be governed in all matters and issues by the same rules and restrictions as other Councilmembers;
- e. May affix approximate time limit for each agenda item;

- f. When matters on the agenda are placed under more than one classification, as defined by “Order of Business,” and involve or are closely related to the same subject matter, then and in that event, the Presiding Officer may, within the presiding officer’s discretion, without the necessity of any vote thereon, consider and vote on all of such matters, notwithstanding their different places on the agenda.

SECTION 7 - COUNCILMEMBERS

7.1 Speaking

Councilmembers desiring to speak shall address the ~~presiding~~ Presiding Officer, and when recognized, shall confine him/herself to the question under debate and avoid repetitive discussion or arguments.

7.2 Questioning

Any member of the Council, including the Presiding Officer, shall have the right to question an individual, including members of the staff, on matters germane to the issue properly before the Council for discussion. Under no circumstances shall such questioning be conducted in a manner to the extent that such would constitute a cross-examination of or an attempt to ridicule or degrade the individual.

7.3 Conflict of Interest

Councilmembers are subject to the provisions of the City of Lakewood’s Code of Ethics and should refer to that document in questions of Conflict of Interest.

SECTION 8 - DEBATES

8.1 Interruption

No member of the Council, including the Presiding Officer, shall interrupt or argue with any other member while such member has the floor, other than the Presiding Officer’s duty to preserve order during meetings as provided in Section 6.2a of these rules.

8.2 Courtesy

All speakers, including members of the Council, which includes the Presiding Officer, in the discussion, comments, or debate of any matter or issue shall address their remarks to the Presiding Officer, be courteous in their language and deportment, and shall not engage in or discuss or comment on personalities, or indulge in insinuations with respect to any other member of the Council, or any member of the staff or the public, but shall at all times confine their remarks to those facts which are germane and relevant to the question or matter under discussion.

8.3 Transgression

If a member of the Council shall transgress these rules on debates, the Presiding Officer shall call such member to order, in which case such member shall be silent except to explain or continue in order. If the Presiding Officer shall transgress these rules on debate or fail to call such member to order, any other member of the Council may, under a point of order, call the Presiding Officer or such other member to order, in which case the Presiding Officer or such member, as the case may be, shall be silent except to explain or continue in order.

8.4 Challenge to Ruling

Any member of the Council, including the Presiding Officer, shall have the right to challenge any action or ruling of the Presiding Officer, or member, as the case may be, in which case the decision of the majority of the members of the Council present, including the Presiding Officer, shall govern.

8.5 City Manager

The City Manager shall have the right to enter into a discussion of any matter coming before the City Council.

SECTION 9 - PARLIAMENTARY PROCEDURES AND MOTIONS

Questions of parliamentary procedure, not covered by these rules, shall be governed by Robert's Rules of Order.

SECTION 10 - VOTING

10.1 Voice Vote

A generalized verbal indication by the Council as a whole of "yea" or "nay" vote on a matter, the outcome of which vote shall be recorded in the official minutes of the Council. Silence of a Councilmember during a voice vote shall be recorded as a vote with the prevailing side. Each member present must vote on all questions before the Council and may abstain only for reasons acceptable to a majority of the Council such as stated conflict of interest of an issue of appearance of fairness.

SECTION 11 - MAYOR/DEPUTY MAYOR/COUNCILMEMBER PRO TEMPORE SELECTION PROCESS

Biennially at the first regularly scheduled meeting in January, the Councilmembers shall choose by majority vote, a chairperson from among themselves, and such person shall be titled Mayor. The Mayor shall continue to have all rights, privileges and immunities of a member of the Council and shall serve for a two-year term.

Biennially at the first regularly scheduled meeting in January, the Councilmembers shall choose a Deputy Mayor from the members thereof, by

majority vote. The Deputy Mayor shall serve in the absence or temporary disability of the Mayor.

In the event of extended excused absences or disability of a Councilmember, the remaining members by majority vote may appoint a Councilmember Pro Tempore to serve during the absence or disability.

SECTION 12 - COUNCIL POSITION VACANCY

In the event that an unexpired Council position becomes vacant, the City Council has ninety (90) days from the occurrence of the vacancy to appoint, by majority vote of a quorum of the Council, a qualified person to fill the vacancy pursuant to State law. The Council may make such appointment at its next regular meeting, or at a special meeting called for that purpose. If the Council does not appoint a person within the ninety day period, the Mayor may make the appointment from among the persons nominated by members of the Council.

SECTION 13 - COUNCIL MEETING STAFFING

13.1 City Manager

The City Manager shall attend all meetings of the Council unless excused. The City Manager may make recommendations to the Council and shall have the right to take part in the discussions of the Council, but shall have no vote. When the City Manager has an excused absence, the designated Acting City Manager shall attend the meeting. The City Manager shall notify Council who will be the Acting City Manager in his/her absence.

13.2 City Attorney

The City Attorney shall attend all meetings of the Council unless excused, and shall upon request; give an opinion, either written or oral, on legal questions. The City Attorney shall act as the Council's parliamentarian. The Acting City Attorney shall attend meetings when the City Attorney has been excused.

13.3 City Clerk

The City Clerk, or designee, shall attend all meetings of the Council, keep the official journal (minutes), and perform such other duties as may be needed for the orderly conduct of the meeting. The Acting City Clerk shall attend meetings when the City Clerk has been excused.

SECTION 14 - COUNCIL RELATIONS WITH STAFF⁴

There will be mutual respect from both City staff and Councilmembers of their respective roles and responsibilities when, and if, expressing criticism in a public meeting. City staff will acknowledge the Council as policy makers, and the Councilmembers will acknowledge City staff as administering the Council's policies.

4. RCW 35A.13.120 City Manager – Interference by councilmembers.

All written informational material requested by individual Councilmembers shall be transmitted after approval of the City Manager, to all Councilmembers. RCW 35A.13.120 prohibits any Councilmember from directing staff in any way.

Councilmembers shall not attempt to coerce or influence City staff in the selection of personnel, the awarding of contracts, the selection of consultants, the processing of development applications or the granting of City licenses or permits.

Councilmembers shall not attempt to change or interfere with the operating rules and practices of any City department.

No Councilmember shall direct the City Manager to initiate any action or prepare any report that is significant in nature, or initiate any project or study without the consent of a majority of the Council.

Individual requests for information can be made to the City Manager with a copy to the appropriate Department Director. If the request has any potential to create a change in work assignments or City staffing levels, the City Manager may refer the individual Councilmember to the full Council.

Council shall direct citizen inquiries to the City Manager for referral to the appropriate department(s) for a response. The City Manager shall keep the Council informed on the disposition of citizen inquiries.

SECTION 15 - COUNCIL REPRESENTATION

If a Councilmember appears on behalf of the City before another governmental agency, a community organization, or through the media, for the purpose of commenting on an issue, the Councilmember must state the majority position of the Council, if known, on such issue. Personal opinions and comments which differ from the Council majority may be expressed if the Councilmember clarifies that these statements do not represent the Council's position.

Councilmembers need to have other Councilmember's concurrence before representing another Councilmember's view or position with the media, another government agency or community organization.

SECTION 16 - CONFIDENTIALITY

RCW 42.23.070 prohibits disclosure of confidential information learned by reason of the official position of a City officer.

Councilmembers must keep ~~confidential~~ information provided to them in their official capacity during ~~Executive Sessions~~, confidential to ensure that the City's position is not compromised.

~~Confidentiality also includes information provided to Councilmembers outside of Executive Sessions when the information is considered to be exempt from disclosure under exemptions set forth in the Revised Code of Washington. Any and all requests for public disclosure~~ directed to Council members, either individually or collectively, must be referred to ~~reviewed by the City Attorney and Council members are expected to coordinate legally compliant responses with the City Attorney.~~

SECTION 17 –ELECTRONIC MEDIA AND COMMUNICATION

~~Councilmembers shall use their assigned City email address/account for receiving and sending email on City business matters and use their personal email address for personal mail.~~ City business shall be conducted exclusively on City issued equipment. Such equipment shall be maintained by the City.

Councilmembers shall not use their email accounts to deliberate, discuss, consider, review, evaluate and take final actions, as amongst themselves, on any official business of the City.

Emails which request a Councilmember's attendance at a public event, or which may be potentially deliberative shall be forwarded to the City Manager's Office for distribution to the Council and/or placed on the Council's agenda, as appropriate.

City Council Rules of Procedure:

Adopted December 18, 1995	Resolution No. 1995-26
Amended July 15, 1996	Resolution No. 1996-24
Amended October 4, 2004	Resolution No. 2004-22
Amended March 5, 2007	Resolution No. 2007-04
Amended February 19, 2008	Resolution No. 2008-06
Amended July 16, 2012	Resolution No. 2012-24
Amended March 2, 2015	Resolution No. 2015-07
Amended January 17, 2017	Resolution No. 2017-02
<u>Amended October XX, 2021</u>	<u>Resolution No. 2021-XX</u>