



LAKEWOOD CITY COUNCIL AGENDA

Tuesday, February 21, 2023

7:00 P.M.

City of Lakewood

6000 Main Street SW

Lakewood, WA 98499

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

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

Virtual Comments: If you would like to provide virtual Public Comments 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), to use the "Raise Hand" feature press *9 on your phone, to be called upon by the Mayor during the Public Comments or Public Hearings portion of the agenda. Your name or the last three digits of your phone number will be called out when it is your turn to speak. When using your phone to call in you may need to press *6 to unmute yourself. 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. Presentation on Pierce County Behavioral Health Tax Funds.
– *Richard VanCleave, Manager, Pierce County Behavioral Health*

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**

- (18) A. Approval of the minutes of the City Council study session of January 23, 2023.
- (21) B. Approval of the minutes of the City Council meeting of February 6, 2023.
- (27) C. Motion No. 2023-16
- Authorizing the execution of an interlocal agreement with the Lakewood Water District for construction of a water main along Hipkins Road near the vicinity of Dresden Lane and 87th Street.
- (41) D. Motion No. 2023-17
- Authorizing the execution of an agreement with Greater Lakes Mental Healthcare for two mental healthcare professionals.
- (44) E. Motion No. 2023-18
- Authorizing the execution of a grant agreement with Washington State Emergency Management Department, in the amount of \$62,565, for emergency management performance.
- (86) F. Motion No. 2023-19
- Appointing Julie White to serve as the Pierce College representative on the Lakewood's Promise Advisory Board.
- (89) G. Motion No. 2023-20
- Appointing Shelby Taylor to serve on the Community Services Advisory Board through December 15, 2026.
- (93) H. Items filed in the Office of the City Clerk:
1. Landmarks and Heritage Advisory Board meeting minutes of September 22, 2022.
 2. Landmarks and Heritage Advisory Board meeting minutes of October 27, 2022.
 3. Lakewood's Promise Advisory Board meeting minutes of January 5, 2023.
 4. Planning Commission meeting minutes of January 18, 2023.

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

R E G U L A R A G E N D A**PUBLIC HEARINGS AND APPEALS**

- (102) This is the date set for a public hearing on the proposed disposal through surplus of vehicle 42221, a boom truck formally used to maintain the City of Lakewood traffic signal system.

RESOLUTION

- (103) Resolution No. 2023-04

Consenting to a transfer of control of franchise to Rainier Connect North, LLC.

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

- (112) American Rescue Plan Act (ARPA) Update.

CITY COUNCIL COMMENTS**ADJOURNMENT**

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



Pierce County Behavioral Health (BH) Tax Funding 2022-23

Lakewood City Council
February 21, 2023

BH Tax Background

- Pierce County BH Tax implemented July 1, 2021.
- New BH department July 2021.
- Six programs temporarily authorized by PC Council at that time.
- The BH Tax enacting ordinance required a Behavioral Health Improvement Plan (BHIP) prior to additional funding.
- The 2022-23 RFP was based on the BHIP's recommendations.

Pierce County Human Services Behavioral Health Division

- ❖ Division Goals:
 - ❖ Identify community BH needs.
 - ❖ Problem solving with funders, providers, and stakeholders.
 - ❖ Provide leadership and advocacy for Pierce County's BH system.
- ❖ Administer BH Tax, Liquor Tax, and General Fund programs.

What is the Behavioral Health System in Pierce County?

- ❖ Prevention
- ❖ Group Practices/Private Practitioners
- ❖ Community Agencies (e.g. GLMH)
- ❖ Specialty
 - ❖ Crisis Outreach and Law Enforcement Embedded Crisis Services
 - ❖ Involuntary Commitment
 - ❖ Crisis Stabilization Units
- ❖ Therapeutic Courts

BH Tax 2022-23 Funding

- The majority of the BH Tax funding based on a competitive RFP process.
- Some funding set aside for:
 - New therapeutic court staff
 - Trueblood staff
 - An alternative response team
 - A behavioral health workforce study
- BHAB reviewed 32 RFP applications in March.
- Council approved funding recommendations in May.

Behavioral Health Improvement Plan Funding Targets



COMMUNITY
EDUCATION



WELLNESS,
PREVENTION, AND
EARLY INTERVENTION



OUTPATIENT AND
COMMUNITY-BASED
SERVICES



CRISIS AND INPATIENT
SERVICES



SERVICES FOR
JUSTICE INVOLVED
POPULATIONS



BEHAVIORAL HEALTH
HOUSING SUPPORTS

Asia Pacific Cultural Center	AAPI Mental Health Community Education & Mental Health Vouchers	Culturally sensitive community education on destigmatizing the use of mental health services among Asian American Pacific Islander (AAPI) communities and a MH treatment voucher program for the uninsured.	\$273,829
Asian Counseling Treatment Services	Outpatient & Community Based Services	Culturally relevant behavioral health services the uninsured in the Asian American community and education with the goal of reducing BH stigma.	\$796,014
Behavior Bridges	Preventing BH Crises for Autism and Developmental Disabilities ...	Preventive care and training to people with autism or related developmental disabilities and their families with the goal of reducing crises and minimizing the need for law enforcement or emergency department utilization.	\$400,000
Catholic Community Services	Outreach & Relationships	Nativity House Adult Behavioral Health (ABH) will expand services by implementing an Outreach & Relationships program for individuals experiencing homelessness or who are housing insecure.	\$231,816
Communities in Schools of Lakewood	Lakewood Youth Wellness Project	A researched-based model of Integrated Students Supports that place highly qualified coordinators inside schools to address the identified needs of students facing academic and non-academic barriers to achievement in school and life.	\$181,976
Community Health Care	Integrated Behavioral Health Program Expansion	Expands the Behavioral Health program at Community Health Care (CHC) by embedding BH providers at health centers.	\$324,352
Comprehensive Life Resources – AOT	Assisted Outpatient Treatment	A court-based intervention for individuals experiencing the effect of mental illness and at risk of needing involuntary inpatient services.	\$350,000
Comprehensive Life Resources – BHSS Pilot Program	Behavioral Health Shelter Service	Behavioral health services on-site at homeless shelters utilizing behavioral health outreach professionals who will establish relationships, trust, and active client engagement with shelter residents.	\$350,000
Comprehensive Life Resources – School Connect	School Connect	Services to youth in five Pierce County school districts including outreach, engagement, navigation, referral, peer services, crisis intervention, and outpatient treatment.	\$1,773,833
Horses Guiding Humans Foundation	Healing with the Herd	Expands Horses Guiding Humans--a military designated program that funds sessions through the VA Adaptive Sports Grant to Veterans and Service members to help them with managing their PTSD. The expansion will include non-Veteran populations.	\$250,000
Lutheran Community Services	Culturally Attuned Counseling for Humanitarian Immigrants	Culturally attuned outpatient and community based behavioral health services for Pierce County asylum seekers and other refugees and immigrants lacking medical coverage.	\$450,000

Mary Bridge Children's Hospital	Mary Bridge Children's YES Pierce County	Expands YES (Youth Engagement Services), a collaborative treatment model that provides behavioral health navigation and brief intervention to eligible school-aged youth.	\$1,407,528
Multicultural Child and Family Hope Center	Expanded Therapeutic Court Services	Intensive wrap around services with peer support, housing, and supported employment to individuals participating in one of Pierce County's therapeutic courts.	\$137,243
PC Sheriff	Co-Responder Program (consists of Trueblood responders)	Embeds mental health professionals with law enforcement in responding directly to 911 calls involving individuals experiencing a behavioral health crisis.	\$2,561,192
Pierce County Alliance	Wrap Around Mental Health Court	Individualized and wrap-around mental health treatment to participants in the new district court's new Mental Health Court program.	\$683,206
Seneca FOA	Pierce County Therapeutic Case Management	Intensive behavioral health and case management services to youth with complex and persistent mental health needs and their families.	\$762,834
Seneca FOA	Pierce County Wraparound with Intensive Services (WISe)	A team-based approach for high-risk youth and families, providing 24/7 support.	\$2,350,376
Tacoma-Pierce County Health Department	Building Mental Wellness through Resiliency Youth Program	Wellness and prevention campaign for parents and youth to reduce stigma and increase awareness of behavioral health issues and treatment options.	\$255,000
Tacoma-Pierce County Health Department	Opioid Task Force: Fentanyl Awareness Campaign	A youth-centered fentanyl awareness social marketing campaign that primarily uses web-based media.	\$500,000
Tacoma-Pierce County Health Department	Nurse Family Partnership	A trauma-informed, evidence-based home visiting program supporting low income, at-risk first-time mothers and their babies.	\$560,400
Tacoma-Pierce County Health Department	Teen Mental Health First Aid	Expands teen mental health first aid training in schools and youth-serving community organizations.	\$600,000
Valley Cities Counseling and Consultation	The Steven A. Cohen Military Family Clinic	Compassionate, individually tailored, and holistic mental health treatment for veterans and their family members.	\$1,300,000
Youth Oasis	LGBTQ Youth Drop-In Center and Services	Expand existing main and satellite drop-in centers for LGBTQ, questioning youth ages 14-24.	\$207,000

Highlights: Core Funding Targets

- 28 programs
- The recommendations cover all core funding targets:
 - Prevention and Community Education/ Early Intervention (10)
 - Outpatient & Community Based Services (20)
 - Crisis & Inpatient Services (4)
 - Services for Justice Involved (6)
 - Housing/Homeless Supports (2)

Highlights: Other Focus Areas

- Peer Services Component (4)
- Family Supports (13)
- Children/ Youth (13)
- School Based (2)
- Veterans (2)
- Pregnant or Parenting (2)
- Adult Services (18)
- Cultural/ Equity Focus (5)
- SUD Component (9)

Awards by Priority Funding Category

- Prevention and early intervention: 37%
- Community education: 37%
- Outpatient and community based: 49%
- Crisis Services: 15%
- Services for the Justice Involved: 15%
- Housing related services: 15%

Awards by Priority Funding Category (cont.)

- SUD component: 37%
- Cultural or equity component: 19%
- Youth focused 49%
- Youth and/or family focus: 63%

Next Steps

- Next RFP release date: March 13, 2023.
- For services provided in 2024-25.
- Pierce County BHAB reviews applications and makes recommendations.
- Pierce County Council approves final recommendations.

Thank You



LAKEWOOD CITY COUNCIL STUDY SESSION MINUTES

Monday, January 23, 2023

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

ROLL CALL

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

ITEMS FOR DISCUSSION:

Western State Hospital Master Plan Update.

Dave Bugher, Assistant City Manager for Community and Economic Development introduced Jessica Olson, Development Services Manager and Paul Bucich, Public Works Engineering Director.

Bugher provided a high-level overview of the process to update the Western State Hospital Master Plan. Olson highlighted components of the plan and shared that the new facility will include a 350 bed forensics hospital, an 18 bed residential cottage at the Child Study and Treatment Center and a 48 bed for a Residential Treatment Facility. She then reviewed the process for permit review, the proposed project phasing and circulation of traffic during construction. Discussion ensued.

Review amendment to interlocal agreement with Pierce College to Build a Baseball Field at Fort Steilacoom Park.

Parks, Recreation and Community Services Director Mary Dodsworth was joined by Stacey Reding, Capital Projects Coordinator. Dodsworth highlighted the history of the turf infield improvements at Fort Steilacoom Park and the partnership with to design and build a home baseball field for Pierce College. She shared that the updated interlocal agreement outlines shared use, maintenance, operations and funding commitments for the home field. Discussion ensued.

Review Ordinance related to the Protection and Preservation of Public Spaces.

City Attorney Heidi Wachter shared that following discussion at the October 24, 2022 study session, changes to the proposed Ordinance were made specifically related to environmental protections of the watershed and the use of public

property. After discussion, this item will come forward for further review at a future meeting.

Review process for filing vacancy on the City Council (Position 6).

City Clerk Briana Schumacher provided an overview of next steps for filing the City Council Position 6 vacancy. After discussion the City Council will hold Special Meetings on Tuesday, February 28th and Wednesday, March 1st beginning at 6 p.m. for candidate interviews, which will be scheduled for 15 minutes per candidate.

ITEMS TENTATIVELY SCHEDULED FOR THE FEBRUARY 6, 2023 REGULAR CITY COUNCIL MEETING:

1. Proclamation acknowledging Police Chief Mike Zaro for his contributions to the City of Lakewood.
2. Proclamation declaring the month of February 2023 as Black History Month.
3. Youth Council Report.
4. Clover Park School District Report.
5. Setting March 6, 2023 as the date for a public hearing on the request to vacate 113th Street SW, west of Kendrick Street SW. (Resolution – Consent Agenda)
6. Authorizing the conversion to, and sale of Lakewood Police Canine Rock as surplus property of the City of Lakewood. – (Resolution – Consent Agenda)
7. Review and approve interlocal agreement for West Pierce Fire & Recsue emergency management coalition. – (Motion – New Business)
8. Review of 3rd Quarter (2022) Financial Report. – (Reports by the City Manager)

REPORTS BY THE CITY MANAGER

City Manager Caulfield shared that a community volunteer leader representing the American Red Cross has requested that the City Council issue a proclamation designating the month of March 2023 as American Red Cross month at the March 6, 2023 regular.

He shared that the 3rd Quarter 2022 Financial Report will be presented to City Council during the February 6, 2023 regular meeting and WSDOT has invited the City to participate in a Corridor Study that is being conducted related to how State Route 512 intersects with Interstate 5.

He shared that the City continues to move forward with the DEI Strategic Plan and it is anticipated that a contract for services will come forward for City Council review and consideration next month.

He shared that the City continues to monitor state legislative initiatives specifically the proposed Middle Housing House Bill 1110 and is tentatively scheduled to visit Olympia to meet with the 28th and 29th District State Legislators on February 2nd and February 9th.

He then announced the following upcoming events and activities:

- January 27, 8:00 A.M. to 1:00 P.M., Affordable Housing Forum, Star Center, Tacoma
- January 27, 10:30 A.M., Chief Leschi Memorial Walk, Oakbrook Plaza to Fort Steilacoom Park
- January 26 and 27, Homeless Point-In-Time (PIT) Count

CITY COUNCIL COMMENTS

Councilmember Belle thanked those whose presented this evening.

Councilmember Brandstetter shared that he plans to attend the Tillicum Elementary School Student Mural Dedication.

Councilmember Anderson spoke about judicial overreach where a Pierce County Judge ordered the City not to make statements related to the Darcus Allen case when the City is not a party to an action.

Deputy Mayor Moss spoke about the Western State Hospital Master Plan Update. She shared that she will attend the Chief Leschi Memorial Walk and shared that the Lakewood Multicultural Coalition (LMCC) is hosting a Gala on March 3rd at the McGavick Conference Center. She shared that she attended the Opera last weekend where J'Nai Bridges performed.

Mayor Whalen shared that he attended the Opera where J'Nai Bridges performed, met with representatives from United Way of Pierce County to learn about 211 and the CEO of Pierce Transit to discuss Bus Rapid Transit. He shared that he will participate in the Chief Leschi Memorial Walk and Kiwanis Winter Fest on Friday. He shared that Lakewood Rotary will host their annual fundraising event on March 24th.

ADJOURNMENT

There being no further business, the meeting adjourned at 9:31 p.m.

ATTEST:

JASON WHALEN, MAYOR

BRIANA SCHUMACHER
CITY CLERK



LAKEWOOD CITY COUNCIL MINUTES

Monday, February 6, 2023

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

ROLL CALL

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

PLEDGE OF ALLEGIANCE

Mayor Whalen paused for a moment of silence and led the Pledge of Allegiance.

PROCLAMATIONS AND PRESENTATIONS

Recognition of and Proclamation acknowledging Police Chief Mike Zaro for his contribution to the City of Lakewood.

MAYOR WHALEN AND CITY COUNCILMEMBERS PRESENTED A PROCLAMATION ACKNOWLEDGING POLICE CHIEF MIKE ZARO FOR HIS CONTRIBUTIONS TO THE CITY OF LAKEWOOD. CHAPLAIN BURGOS AND CHAPLAIN WOODS ALSO RECOGNIZED CHIEF ZARO WITH A PHOTOGRAPH PLAQUE.

Police Commissioning Ceremony.

Mayor Whalen conducted the Oath of Office for Lieutenant Jeremy Prater, Sergeant Kevin Clark, Sergeant Jessica Fitzgerald, Sergeant Ryan Moody, Sergeant Vince Sivankeo, Detective Michael Merrill and Officer Heather Wilkinson.

Proclamation recognizing February 2023 as Black History Month.

DEPUTY MAYOR MOSS PRESENTED A PROCLAMATION RECOGNIZING THE MONTH OF FEBRUARY 2023 AS BLACK HISTORY MONTH TO JUSTICE MOORE, COMMUNICATION SPECIALIST, CLOVER PARK SCHOOL DISTRICT.

Youth Council Report.

Youth Councilmember Hank Jones was joined by Jhoselyn Valenzuela Mendez. Jones shared that students are coordinating a roundtable discussion on social justice, this evening students received a presentation from Lakewood's CHOICE and this month they will be volunteering at various events throughout the

community. Valenzuela Mendez shared that the Youth Summit will be held on June 10th at the Clover Park Technical College Building 24.

Clover Park School District Report.

Clover Park School District (CPSD) Board member Alyssa Anderson-Pearson thanked Chief Zaro for his contributions to the community. She shared that 32 diplomas were issued at the Open Doors graduation ceremony and the STEAM Fair will be held on March 11th at Harrison Preparatory and Four Heroes Elementary School. She then reported that Kiante Parker was named Rotary Educator of the Month and Omar Arroyo was named Rotary Student of the Month, schools will be closed on February 17th and 20th for Presidents Day and she spoke about learning recovery post pandemic and impacts to student test scores. Discussion ensued.

PUBLIC COMMENTS

The City Council received written comments in advance of the meeting from Casey Crook and Kim Underwood.

Speaking before Council were:

Janne Hutchins, Living Access Support Alliance (LASA), spoke in support of funding for the Gravelly Lake Commons affordable housing project.

James Dunlop, Lakewood resident, spoke about the Proclamation for Mike Zaro insulting Leonard Thomas. Dunlop also spoke in opposition to the City Council allowing the addition of a late application submission for the City Council Position 6 vacancy.

Christina Manetti, Lakewood resident, spoke in opposition to the proposed enhancements to baseball fields at Fort Steilacoom Park due to environmental impacts and asked the City to reconsider the plan.

Dennis Haugen, Sioux Falls resident, spoke about the safe transportation of dangerous chemicals, equity and equal opportunity.

Amanda DeShazo, Tacoma Pierce County Affordability Housing Consortium, spoke in support of funding for the Gravelly Lake Commons affordable housing project.

Bunchy Carter, Black Panther Party of Washington, spoke about the crime rates in Lakewood, the state of cities across the country, not standing for police brutality and Justice for Said Joquin.

Docere Pharmakis, Spokane resident, spoke about the City Council being dishonest and corrupt and in support of police accountability.

Kim Underwood, Lakewood resident, spoke in opposition to the proposed enhancements to baseball fields at Fort Steilacoom Park due to health and environmental impacts from synthetic turf.

Addo Aequitas, Panther Party, spoke about the City not taking action when given facts, stepping up and using voices to admit to mistakes.

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

- A. Approval of the minutes of the City Council study session of January 9, 2023.
- B. Approval of the minutes of the City Council meeting January 17, 2023.
- C. Approval of claims vouchers, in the amount of \$3,067,741.02, for the period of December 16, 2022 through January 20, 2023.
- D. Approval of payroll checks, in the amount of \$2,776,914.27, for the period of December 16, 2022 through January 15, 2023.

E. Motion No. 2023-12

Authorizing the execution of an amendment to the interlocal agreement with Pierce College to Build a Baseball Field at Fort Steilacoom Park.

F. Motion No. 2023-13

Setting Tuesday, February 21, 2023 approximately 7:00 p.m., as the date for a public hearing on the disposal of a surplus vehicle.

G. Resolution No. 2023-02

Setting March 6, 2023 as the date for a public hearing on the request to vacate 113th Street SW, west of Kendrick Street SW.

H. Resolution No. 2023-03

Authorizing the conversion to, and sale of Lakewood Police Canine Rock as surplus property of the City of Lakewood.

- I. Items filed in the Office of the City Clerk:
 - 1. Parks and Recreation Advisory Board meeting minutes of November 22, 2022.
 - 2. Parks and Recreation Advisory Board meeting minutes of December 7, 2022.
 - 3. Planning Commission meeting minutes of January 4, 2023.

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

R E G U L A R A G E N D A**UNFINISHED BUSINESS**

None.

NEW BUSINESS

Motion No. 2023-14 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.

COUNCILMEMBER BRANDSETTER MOVED TO ADOPT MOTION NO. 2023.14. SECONDED BY COUNCILMEMBER BOCCHI. VOICE VOTE WAS TAKEN AND CARRIED.

Motion No. 2023-15 Authorizing American Rescue Plan Act (ARPA) funding, in the amount of \$1,000,000, for the Living Access Support Alliance (LASA) Gravelly Lake Commons affordable housing project.

DEPUTY MAYOR MOSS MOVED TO ADOPT MOTION NO. 2023.15. SECONDED BY COUNCILMEMBER BOCCHI.

COUNCILMEMBER ANDERSON MOVED TO AMEND MOTION NO. 2023-15 TO CONDITION THE APPROPRIATION ON LIVING ACCESS SUPPORT ALLIANCE (LASA) PROVIDING PROOF OF FULLING FUNDING OF THE PROJECTS BUDGET BY ONE OR MORE OF THE FOLLOWING: EITHER BY FUNDS ON DEPOSIT, PUBLIC ENTITY GRANT COMMITMENTS OR WRITTEN BINDING LOAN COMMITMENTS ON OR BEFORE DECEMBER 31, 2023 AND THE FUNDING NOT BE USED FOR PRE CONSTRUCTION EXPENSES. SECONDED BY COUNCILMEMBER BOCCHI. VOICE VOTE WAS TAKEN AND FAILED WITH COUNCILMEMBER BELLE, COUNCILMEMBER BOCCHI, COUNCILMEMBER BRANDSTETTER, DEPUTY MAYOR MOSS AND MAYOR WHALEN VOTING IN OPPOSITION.

COUNCILMEMBER BRANDSTETTER MOVED AMEND MOTION NO. 2023-15 TO INSERT THE WORD CONDITIONALLY INTO THE MOTION. SECONDED BY COUNCILMEMBER BOCCHI. VOICE VOTE WAS TAKEN AND CARRIED WITH COUNCILMEMBER ANDERSON ABSTAINING.

COUNCILMEMBER ANDERSON MOVED TO AMEND THE AMENDMENT TO STATE WITH DISPERSMENT TO BE CONDITIONED UPON FURTHER RESOLUTION BY THE COUNCIL. SECONDED BY MAYOR WHALEN. VOICE VOTE WAS TAKEN AND CARRIED.

VOICE VOTE WAS TAKEN ON MOTION NO. 2023-15 AS AMENDED AND CARRIED WITH COUNCILMEMBER ANDERSON ABSTAINING.

REPORTS BY THE CITY MANAGER**Review of 3rd Quarter (2022) Financial Report.**

Deputy City Manager Kraus provided an overview of activity in all funds through September 30, 2022. Discussion ensued.

City Manager Caulfield requested that the City Council check their calendar for the availability for a public ribbon cutting event for the Motor Avenue Public Art on Saturday, April 1, 2023.

He shared that a Lakewood Water District Board of Commissioners and City Council Joint Meeting will be scheduled in March or April.

He recommended that the City send a letter of opposition to the Commercial Airport Coordinating Commission related to the proposed siting recommendations and shared that the City will express support for House Bill 1363 related to vehicular pursuits.

He shared that the City sent a letter to Pierce County expressing interest in assuming ownership of the Old Settlers Cemetery and Nourish Pierce County acquired the former Mattress Ranch property located at 8916 Lakewood Drive SW, noting that the sale closed in January for \$3.7 million.

He reported that the Public Works Engineering Department learned last week that the Safe Routes to Schools (SRTS) grant application for sidewalks on both sides of 112th Street between Farwest Drive and Holden Road has ranked above the state funding cut off line.

He shared that city continues to work with the library to move the log from the Tensler Library.

He then announced the following upcoming meetings and events:

- February 11, 5:00 P.M., Caring for Kids Happy Hearts Dinner Auction, McGavick Conference Center
- February 15 and 16, Association of Washington Cities (AWC) City Action Days, Olympia
- February 23, 6:30 P.M. to 8:00 P.M., Boys and Girls Clubs of South Puget Sound 2023 Legacy of Hope Event, Hotel Murano Bicentennial Pavilion
- March 3, Lakewood Multicultural Coalition (LMCC), Dr. Claudia Thomas Community Service Gala, McGavick Conference Center

CITY COUNCIL COMMENTS

Councilmember Bocchi shared that he attended the South Sound Housing Affordability Partnership (SSHA³P) meeting.

Councilmember Anderson shared that he participated in the Chief Leschi Memorial Walk.

Deputy Mayor Moss spoke about meetings she attended last week in Olympia with the State Legislative Delegation.

Mayor Whalen spoke about the art unveiling on Motor Ave, attending the Chief Leschi Memorial Walk and attending meetings last week with the State Legislative Delegation. He shared that the City Manager will be presenting the State of the City at the Lakewood Chamber of Commerce meeting on Thursday.

ADJOURNMENT

There being no further business, the meeting adjourned at 9:42 p.m.

JASON WHALEN, MAYOR

ATTEST:

BRIANA SCHUMACHER
CITY CLERK

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: February 21, 2023	TITLE: Authorize an Interlocal Agreement with Lakewood Water District for construction of a water main along Hipkins Road and in the vicinity of Dresden and 87 th in conjunction with the Hipkins Road project.	TYPE OF ACTION: — ORDINANCE — RESOLUTION <u>X</u> MOTION NO. 2023-16 — OTHER
REVIEW:	ATTACHMENTS: Inter-local Agreement between The City of Lakewood and Lakewood Water District regarding the construction of a water main along Hipkins.	

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

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to execute an Interlocal Agreement with Lakewood Water District for construction of a water main along Hipkins Road and in the vicinity of 87th and Dresden in conjunction with the Hipkins Road Project.

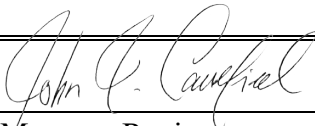
DISCUSSION: The City of Lakewood is currently preparing to construct improvements to Hipkins Road, Angle Lane, and Elwood/87th., titled Hipkins Road project.

All existing underground utilities have been contacted prior to construction to ensure that no replacement should be needed in the foreseeable future that would disturb the paved surfaces following completion of the project. Lakewood Water District has requested to partner with the City to replace its' existing water mains under Hipkins Rd. and at the entrance to Ft. Steilacoom Park in an effort to avoid future replacements beneath the new improvements. The City and the District have been working cooperatively to coordinate the design and construction of both projects together. The attached inter-local agreement would replace the water main as part of the roadway project at the water district's expense. An inter-local agreement requires Council action in order to execute the agreement.

ALTERNATIVE(S): Council could reject the inter-local agreement and direct the district to replace the line as a separate project. It is anticipated that this would delay the project and cause an increase to the City's project budget.

FISCAL IMPACT: There is no fiscal impact to the City of Lakewood. Lakewood Water District will reimburse the City for all costs associated with this agreement. The agreement reflects the estimated costs for construction administration of \$6,000 and an estimated \$1,365,000 of construction water line contract cost. Total agreement cost is \$1,365,000, if actual costs exceeds this amount, it will be covered by the District.

Troy Pokswinski, P.E.
Prepared by


City Manager Review

Paul A. Bucich, P.E.
PWE Department Director

**AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LAKEWOOD AND THE LAKEWOOD WATER DISTRICT
REGARDING THE CONSTRUCTION OF ROADWAY IMPROVEMENTS
AND WATER MAINS ALONG HIPKINS RD SW FROM 104TH ST SW TO
STEILACOOM BLVD SW AND DRESDEN LN SW IN THE VICINITY OF 87TH AVE
SW**

THIS AGREEMENT is entered into by and between the CITY OF LAKEWOOD, a municipal corporation of the State of Washington (the "City") and the LAKEWOOD WATER DISTRICT, a special purpose district of the State of Washington (the "Water District").

WHEREAS, the parties to this agreement, pursuant to RCW Chapter 39.34, are authorized to enter into an interlocal agreement for the purposes of cooperatively and efficiently providing utility services to the citizens they serve; and,

WHEREAS, the purpose for this agreement is to allow coordination between the parties during the construction of roadway improvements and water mains facilities within the public rights-of-way along Hipkins Rd SW from 104th St SW to Steilacoom Blvd SW and Dresden Ln in the vicinity of 87th St SW (hereinafter, "the Project"); and,

WHEREAS, the Project is located within the boundaries of both the City and the Water District; and,

WHEREAS, the Project is served by an aging water main systems; and,

WHEREAS, the City and the Water District have entered into a franchise agreement granting to the Water District the right to construct, maintain, operate, replace, and repair water systems in, across, over, along, under, through, and below the public rights-of-way of the City; and,

WHEREAS, the City and the Water District recognize the need for improved utility infrastructure; and,

WHEREAS, the City has budgeted funds to design and construct the roadway improvements (all these improvements are collectively referred to as (the "Roadway Improvements")); and,

WHEREAS, the Water District has budgeted funds from its capital improvement fund to upgrade undersized water mains within the corridor subject to the Roadway Improvements (the "Water Main Improvements"); and,

WHEREAS, the City is the lead agency for the design and construction of the Roadway Improvements; and,

WHEREAS, the City and the Water District recognize that it is in the best interest of the public to coordinate the design and construction of the Roadway Improvements and Water Main Improvements when the coordination will minimize costs, conflicts among the utility systems, and public inconvenience during construction; and

WHEREAS, it is deemed in the best interest of the public, the City, and the Water District to incorporate the Water Main Improvements into the City's construction plans and contract for the Roadway Improvements if the incorporation will increase efficiency and decrease costs (collectively, the combined Water Main Improvements and Roadway Improvements are the "Project"); and

WHEREAS, the City and the Water District both recognize the complexity and challenges associated with implementing the Project and pledge to work cooperatively together to assure a mutual successful implementation;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the City and the Water District as follows:

SECTION 1. PURPOSES

The purposes of this Agreement are to: (1) document the agreement reached between the City and the Water District regarding the design and construction of the Project, and (2) establish the roles and responsibilities of the City and the Water District relating to the design, construction, oversight, and administration of the Project.

SECTION 2. IDENTIFICATION OF GOALS

The goals entering into this Agreement are to: (1) facilitate the design and construction of the Project; (2) produce a project that meets the applicable standards and approval of both the City and the Water District; (3) achieve maximum cost savings for the benefit of the public served by both the City and the Water District and the Water District's ratepayers; (4) minimize inconvenience to the traveling public during construction of the Project; (5) perform appropriate levels of construction administration and construction quality assurance and quality control; (6) create a Project schedule maximizing coordination among the City, the Water District, and the Project's contractor(s); (7) provide the Water District with planning input during all aspects of Project; (8) create a Project sequencing schedule to insure continuity of water service and fire flow to all areas of affected community throughout the duration of the Project.

SECTION 3. THE CITY'S RESPONSIBILITY

- A. The City shall designate a construction lead administrator to administer the cooperative undertaking of the Project.
- B. The City shall lead development of design and bid documents for the Roadway Improvements.
- C. The City shall pay for all portions of the Project not related to the Water Main Improvements.

- D. The City shall complete all necessary environmental documentation for the Project and shall serve as the lead agency in ensuring that the Project complies with all applicable requirements of the State Environmental Policy Act (SEPA).
- E. In coordination with the Water District, the City shall secure all necessary rights-of-way and easements required for the construction of the Project.
- F. The City shall be the lead in development of the contract provisions and plans for the Project including: (1) inclusion of plans and specifications; (2) advertisement and posting for bids; (3) instructions to bidders, including an instruction that bidders show the cost of contract items allocated to the Water Main Improvements segregated from the cost of contract items for which the City is funding; (4) bid form, bid schedules, and bidder information and signature form; (5) establishment of the naming and scope of each of the various bid schedules; (6) deposit or bid bond form; (7) non-collusion affidavit form; (8) subcontractor list; (9) bidder's construction experience form; (10) contract agreement; (11) contract bond (performance and payment); and (12) state wage rates.
- G. The City shall be the lead in the bidding process for the Project.
- H. Prior to advertising the Project, the City shall provide to the Water District the draft contract provisions prepared by the City. The City shall not advertise the Project until the Water District has responded to the draft contract provisions as described in Section 4.D of this Agreement.
- I. No more than three (3) business days after identifying the lowest responsible and responsive bidder for the Project, the City shall submit that bidder's bid proposal to the Water District for review and response as described in Section 4.D of this Agreement.
- J. The City shall not award the Project construction contract to that bidder before the Water District has responded to the bidder's proposal as described in Section 4.D of this Agreement.
- K. Prior to commencement of any work on the Project, the City shall organize a preconstruction conference and shall provide the Water District with no less than five (5) business days' prior notice of the scheduled preconstruction conference.
- L. The City shall be the lead on the construction administration for the Project including: (1) constructability analysis (construction staging, utility conflicts, utility staging, etc.); (2) submittal management, except for work associated with the Water Main Improvements which management shall be administered by the Water District; (3) inspection services, except for work associated with the Water Main Improvements which inspections shall be conducted by the Water District; (4) setting agendas for, facilitating, and preparing meeting minutes from weekly construction meetings; (5) setting agendas for, facilitating, and preparing meeting minutes from monthly management meetings; (6) construction contract scheduling; (7) reviewing of contractor payment requests; (8) document reviews; and (9) record drawings.
- M. The City shall provide the Water District with record drawings in electronic format. Both AutoCad 2018 and .pdf files will be transferred showing as constructed details.
- N. The City shall bill the Water District for costs related to the Water Main Improvements in accordance with the payment provisions set forth in this Agreement.
- O. The City shall promptly notify the Water District of the completion of the Water Main Improvements.
- P. The City shall promptly notify the Water District of any issues related to the Project that the City believes are inconsistent with the design or construction documents of the

Project, or with this Agreement. The City shall work cooperatively with the Water District to resolve any such issues to the mutual satisfaction of both Parties. If the Parties are unable to resolve the issues cooperatively, the Parties shall engage in the dispute resolution procedures identified in this Agreement.

SECTION 4. WATER DISTRICT RESPONSIBILITY

- A. The Water District shall be responsible for providing design plans and specifications for the Water Main Improvements.
- B. The Water District shall pay for all portions of the Water Main Improvements as described in Section 5 of this Agreement.
- C. Prior to the advertising of the Project, the Water District shall review the draft contract provisions prepared and provided to the Water District by the City for any required modifications. Within five (5) business days after receiving the draft contract provisions, the Water District shall issue written notification to the City of any issues with the draft contract provisions or of acceptance of the draft contract provisions. If the Water District notifies the City of any issues with the draft contract provisions, the City shall have the option to address the issues. If the City does not address the issues to the Water District's satisfaction, the Water District may terminate this Agreement as set forth in this Agreement. If, after the five (5) day period, the Water District has not notified the City of any issues with the draft contract provisions or of acceptance of the draft contract provisions, the draft contract provisions shall be considered accepted by the Water District.
- D. After receiving a copy of the lowest responsible and responsive bidder's bid proposal from the City, the Water District shall, within five (5) business days issue written notification to the City of any issues with the proposal or of acceptance of the proposal. If the Water District notifies the City of any issues with the proposal, the City shall have the option to address the issues. If the City does not address the issues to the Water District's satisfaction, the Water District may terminate this Agreement as set forth in this Agreement. If, after the five (5) day period, the Water District has not notified the City of any issues with the proposal or of acceptance of the proposal, the proposal shall be considered accepted by the Water District.
- E. The Water District shall provide a representative for construction administration of the Project to: (1) review and, if acceptable, approve submittals, requests-for-information, and other documents about the Water Main Improvements and return them to the lead construction administrator within three (3) business days; (2) be present at weekly construction and monthly management meetings; (3) review contractor payment requests for work associated with the Water Main Improvements; (4) coordinate with the contractor(s) and the City to determine temporary water service needs including materials necessary for and location of temporary water mains and services, maintenance of temporary water mains and services, and timetable(s) for construction and dismantling of temporary water mains and services; (5) coordinate with the City and contractor(s) when old water mains are to be abandoned and installed portions of new mains shall be brought into service; (6) verify pre-determined project and sequencing schedules are followed by the contractor(s); and (7) assist in determining need and direction of potential changes in

project and sequencing schedules if a change in conditions arises. If any disputes arise regarding the Water District's role in construction administration of the Project, the Parties shall work cooperatively to resolve any such disputes to the mutual satisfaction of both Parties. If the Parties are unable to resolve the issues cooperatively, the Parties shall engage in the dispute resolution procedures identified in this Agreement.

- F. The Water District shall inspect all work associated with the Water Main Improvements. All costs for such inspection shall be borne by the Water District. All contact between the Water District's inspectors and the City's contractor shall be through the City's on-site representative who shall be identified by the City at the Project preconstruction conference.
- G. The Water District shall provide to the City copies of all daily inspection reports for work involving the Water Main Improvements on a weekly or other agreed-upon interval.
- H. The Water District shall, within twenty (20) business days after the City's notification of completion of the Water Main Improvements, issue written notification to the City of any deficiencies or of acceptance of the work. The City's contractor shall correct any deficiencies as soon as reasonably practicable. If, after the twenty (20) day period, notification has not been received by the City, the Water Main Improvements shall be considered complete and accepted by the Water District.
- I. The Water District shall promptly notify the City of any issues related to the Project that the Water District believes are inconsistent with the design or construction documents of the Project, or with this Agreement. The Water District shall work cooperatively with the City to resolve any such issues to the mutual satisfaction of both Parties. If the Parties are unable to resolve the issues cooperatively, the Parties shall engage in the dispute resolution procedures identified in this Agreement.

SECTION 5. COSTS AND PAYMENTS

- A. The Water District agrees to set aside funds for payment to the City for all costs associated with the Water Main Improvements, as described in Section 5.B of this Agreement.
- B. The Water District shall pay the City for the following costs:
 - (1) 100 percent of the final cost of all contract items related to the Water Main Improvements, as shown in the bid proposal of the successful bidder. The parties to this agreement will work cooperatively in preparation of the bid request and bid documents so that bids will separately identify and allocate costs so that the financial obligations of the parties may be determined with a high degree of certainty;
 - (2) The Water District's proportionate share of the unallocated Project costs, such as mobilization and demobilization, as shown in the bid proposal of the successful bidder. The Water District's proportionate share shall be determined by the following formula: (Costs allocated to Water Main Improvements in the bid proposal of the successful bidder) divided by (Costs allocated to the Project in the bid proposal of the successful bidder);
 - (3) The Water District shall pay the City on a time and materials basis for the contract administration costs incurred by the City for the Water Main Improvements. A cost estimate is included as Exhibit A for the benefit of the Water District on what they can at a minimum expect to pay the City for these services.

- (4) 100 percent of the cost of any extra work associated with the Water Main Improvements within the amount allowed under Section 6.C and any costs for extra work that have been approved in accordance with Section 6.D of this Agreement, so long as such extra work has been approved the Water District consistent with Section 6.B of this Agreement.
- (5) The District shall pay for restoration of surfaces for which the City portion of the work did not intend to disturb. In sections of the existing/permanent road that the City is simply overlaying, the District shall pay for sawcut, removal of existing asphalt, 2" crushed rock, and 4" Hot Mix Asphalt consistent with the City's Engineering Standards Manual. For sections of curb, gutter and sidewalk to be removed solely for the purpose of installing water main, services, or hydrants, the District shall pay for these items.
- C. The City shall provide the Water District with properly executed invoices and other appropriate documents segregating and identifying the contractor's payments, equipment, materials, and labor expended on the Water Main Improvements, plus the Water District's proportionate share of the unallocated Project costs, plus the Water District's proportionate share of the City's actual costs incurred in support of the Water Main Improvements, plus the cost of any extra work associated with the Main Improvements.
- D. Approved invoices describing costs consistent with Section 5.B above and meeting the description in Section 5.C above shall be paid by the Water District within forty-five (45) days of receipt by the Water District. Notice of any potential dispute regarding payment on an invoice shall be made in writing within the same time period. Payment by the Water District shall not constitute agreement as to the appropriateness of any item or acceptance of the work so represented. If the Parties are unable to cooperatively resolve the dispute, they shall engage in the dispute resolution procedures identified in this Agreement. Interest, at the simple interest rate of 2% per year, shall be charged on all past due payments until paid except for any portion of the past due payment for which it is determined that the Water District is not responsible.

SECTION 6. CHANGES AND CONTRACTOR CLAIMS

- A. There may be unforeseen conditions requiring immediate resolution during the construction phase of this Agreement such as construction disputes and claims, changed conditions, and changes in the construction work. Reimbursement for increased construction engineering and/or construction contract amounts shall be limited to costs covered by a modification, change order, or extra work order approved as described below.
- B. No change shall be permitted to the approved construction, scheduling, or sequencing plans for the Water Main Improvements unless approved by the Water District.
- C. Should it be determined that any change from the Project contract plans and specifications is required that would result in an increased cost to the Water District of \$2,500 or less, the City shall provide the Water District with no less than 24-hours' notice of the proposed change. If the Water District approves the change or does not respond before the expiration period of the notice period, the City is authorized to make the change. If the Water District notifies the City that the Water District disapproves the change within the notice period, the City shall have no authority to make the change.

- D. Any change in the Project that would result in an increased cost to the Water District in excess of \$2,500 and any change disapproved by the Water District under Section 6.C above shall not be authorized unless and until a binding Letter of Agreement describing the changed scope of work and the estimated change in the Water Main Improvements cost has been signed by both the City's Public Works Engineering Director or his/her designee and the Water District's General Manager or his/her designee. The Water District and the City will work diligently together in securing the execution of said binding Letter of Agreement so as not to hold up the City's contractor from carrying out the work.
- E. Each Party, in the event of a claim by the construction contractor, shall be responsible for its share of the claim filed by the contractor arising out of that Party's proportionate responsibility for the claim.
- F. If the City's contractor submits a claim that impacts the amount to be paid by the Water District, the City will provide a copy of the claim to the Water District along with information and data relevant to it. The Water District shall consider the claim and provide a response to the City. If the Water District rejects the claim in whole or in part, and the contractor does not accept the Water District's position, then the claim will be resolved pursuant to the dispute resolution process of the City-contractor contract. At the Water District's option, the Water District may appear in that process in the City's name, and shall be fully responsible for preparation and presentation of the defense to the claim, and shall bear all expenses and attorney's fees incurred in doing so. If the dispute resolution process results in a determination that the contractor's claim is valid, then the Water District shall pay the City for the amount of the claim.

SECTION 7. TERM OF THE AGREEMENT

This Agreement, unless terminated sooner as provided for in Section 20, shall be in full force and effect commencing on the date of execution of this Agreement and terminating when the Water Main Improvements have been accepted by the Water District and the Water District has paid the City in full, unless terminated sooner as provided in this Agreement. Termination of this Agreement shall have no effect on the obligations of either Party to maintain the improvements.

SECTION 8. INDEMNIFICATION AND DEFENSE

- A. The City shall defend, indemnify, and hold harmless the Water District, its officers, elected officials, employees, and agents from any and all costs, claims, judgments, or awards of damages of any nature whatsoever resulting from acts or omissions of the City, its officers, elected officials, employees, or agents associated with this Agreement.
- B. The Water District shall defend, indemnify, and hold harmless the City, its officers, elected officials, employees, and agents from any and all costs, claims, judgments, or awards of damages of any nature whatsoever resulting from acts or omissions of the Water District, its officers, elected officials, employees, or agents associated with this Agreement.
- C. In the event of the concurrent negligence of the City and the Water District, each shall be liable for its own percentage of fault. The entities' responsibility to indemnify each other

includes the obligation to defend the other and to pay any judgment or award and all chargeable costs and reasonable attorney's fees.

- D. Each party shall individually assume all risk and liability for the specifications, materials requirements, identified work methods and engineering requirements related to his project for which each party is solely responsible for providing.

SECTION 9. NO THIRD-PARTY BENEFICIARY

The City, by this Agreement, does not assume any contractual obligations to anyone other than the Water District. The Water District, by this Agreement, does not assume any contractual obligations to anyone other than the City. There is no third-party beneficiary to this Agreement.

SECTION 10. INSURANCE COVERAGE

- A. The City and the Water District shall each maintain at all times during the course of this Agreement a general liability insurance policy with a policy limit of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- B. The City shall require the contractor(s) performing services on the Project to procure and maintain for the duration of the Project's construction contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work associated with this Agreement, with both the City and the Water District named as an additional insured. Coverage shall be at least as broad as the following:
- C. The City shall require each contractor to provide a certificate of insurance, with the additional insured endorsement outlining the required coverage. The City shall provide a copy of the certificate of insurance to the Water District.

The Contractor shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, neither the City nor the Water District shall be deemed or construed to have assessed the risks that may be applicable to the contractor under this Agreement. The contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, the contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Agreement.

Insurance coverage shall be at least as broad as stated below and with limits no less than:

- A. *General Liability. Coverage shall be at least as broad as Insurance Services Office form number CG 00 01 Ed. 11-88 covering COMMERCIAL*

GENERAL LIABILITY. \$1 million combined single limit per occurrence, and for those policies with aggregate limits, a \$2 million aggregate limit.

B. Automobile Liability. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 Ed. 12/90 covering BUSINESS AUTO COVERAGE, symbol 1 “any auto”; or the combination of symbols 2, 8, and 9. \$1 million combined single limit per accident.

C. Workers’ Compensation; Statutory requirements of the State of residency. Coverage shall be at least as broad as Workers’ Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or “other States” State Law.

D. Employer’s Liability or “Stop Gap”. Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the general liability policy.

E. Builder's Risk/Installation Floater: The contractor shall procure and maintain during the life of the Contract, or until acceptance of the project by the City and the Water District, whichever is longer, “All Risk” Builders Risk or Installation Floater Insurance at least as broad as ISO form number CP0020 (Builders Risk Coverage Form) with ISO form number CP0030 (Causes of Loss – Special Form) including coverage for collapse, theft and property in transit. The coverage shall insure for direct physical loss to property of the entire construction project, for 100% of the replacement value thereof. The policy shall be endorsed to cover the interests, as they may appear, of the City and the Water District, Contractor and subcontractors of all tiers with the City and the Water District listed as loss payees.

In the event of a loss to any or all of the work and/or materials therein and/or to be provided at any time prior to the final close-out of the Agreement and acceptance of the Project by the City and the Water District, the contractor shall promptly reconstruct, repair, replace or restore all work and/or materials so destroyed. Nothing herein provided for shall in any way excuse the contractor or its surety from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the Agreement.

Explosion & Collapse, Underground Damage (XCU) Endorsement. \$1,000,000 combined single limit per occurrence, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. Evidence of Insurance must specifically state coverage is included.

Any deductibles or self-insured retention’s must be declared to, and approved by, the City and the Water District. The deductible and/or self-insured retention of the policies shall not limit or apply to the contractor’s liability to the City and the Water District and shall be the sole responsibility of the contractor.

The insurance policies required in this Agreement are to contain and be endorsed to contain the following provisions:

With respect to all Liability Policies except Workers Compensation:

- a. The City and the Water District, its officers, officials, employees, agents and consultants are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the contractor in connection with this Agreement.*
- b. The contractor's insurance coverage shall be primary insurance as respects the City and the Water District, their officers, officials, employees, agents, and consultants. Any insurance and/or self-insurance maintained by the City or the Water District, their officers, officials, employees, agents and consultants shall not contribute with the contractor's insurance or benefit the contractor in any way.*
- c. The contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.*
- d. A Per Project Aggregate shall apply to the General Liability policy.*

Unless otherwise approved by the City and the Water District:

- 1. Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.*
- 2. Professional Liability, Errors and Omissions insurance may be placed with insurers with a Bests' rating of B+; VII.*

If at any time the foregoing required policies shall fail to meet the above minimum requirements, the contractor shall, upon notice to that effect from the City and the Water District, promptly obtain a new policy, and shall submit the same to the City and the Water District, with the appropriate certificates and endorsements, for approval.

The contractor shall include all subcontractors as insured under its policies, or shall furnish separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages provided by subcontractors, as evidence of compliance with the insurance requirements of this contractor shall be subject to all of the requirements stated herein.

SECTION 11. DISPUTE RESOLUTION

- A. In the event that a dispute arises which the Parties do not cooperatively resolve, the parties agree to engage in mediation in order to resolve the dispute. Mediation may be requested by either Party, and shall be conducted prior to the institution of any lawsuit arising under this Agreement. The Parties agree to share the cost of mediation equally.
- B. This Agreement has been made pursuant to, and shall be construed according to, the laws of the State of Washington. In the event that mediation is unsuccessful and either Party finds it necessary to institute proceedings to enforce any provision of this Agreement, such proceedings shall be submitted to arbitration before a mutually-acceptable arbitrator

from Judicial Arbitration and Mediation Services, Inc. (JAMS) or Judicial Dispute Resolution LLC (JDR). If the Parties are unable to mutually agree on an arbitrator, one shall be appointed by the Presiding Judge of Pierce County Superior Court.

SECTION 12. NON-DISCRIMINATION

The City and the Water District certify that they are Equal Opportunity Employers.

SECTION 13. ASSIGNMENT

Neither the City nor the Water District 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.

SECTION 14. NOTICE

Except where otherwise indicated in this Agreement, any formal notice or communication to be given by the City to the Water District under this Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

LAKEWOOD WATER DISTRICT
11900 Gravelly Lake Drive SW
P.O. Box 99729
Lakewood, WA 98499-0729

Attn: Randall M. Black, General Manager

Except where otherwise indicated in this Agreement, any formal notice or communication to be given by the Water District to the City under this Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

CITY OF LAKEWOOD
6000 Main Street SW
Lakewood, WA 98499-5027

Attn: Paul A. Bucich, Public Works Engineering Director

The name and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either the City or the Water District giving written notice thereof to the other as herein provided.

SECTION 15. PROJECT RECORDS

During the progress of the Project and for a period not less than six (6) years from the Water District's final payment to the City, all records and accounting pertaining to the Project shall be

kept available for inspection and audit by the State and copies of all records, accounts, documents or other data pertaining to the Project shall be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim or audit finding has been resolved even though such litigation, claim, or audit may continue past the six-year retention period.

SECTION 16. CITY AND WATER DISTRICT AS INDEPENDENT CONTRACTORS

The City is, and shall at all times be deemed to be, an independent contractor. The Water District is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the City and the Water District or their agents or employees. The City and the Water District shall each independently retain all authority for the rendition of services, standards of performance, control of personnel, and other matters incidental to the performance of services by the City and the Water District pursuant to this Agreement.

Nothing in this Agreement shall make any employee of the City a Water District employee or any employee of the Water District a City employee for any purpose, including, but not limited to, the withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded the City or the Water District employees by virtue of their employment.

SECTION 17. WAIVER

No waiver by either Party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

SECTION 18. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement of the Parties and may not be modified or amended except as provided herein. Any prior understandings, whether written or oral, are expressly excluded. No executed agreements previously executed by one or both of the Parties are effected by this Agreement.

SECTION 19. AMENDMENT

Provisions within this Agreement may be amended with the mutual consent of the Parties hereto. No additions to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved, and executed by duly authorized agents of both Parties.

SECTION 20. TERMINATION

- A. The City has the right to terminate this Agreement by providing written notice to the Water District if the City determines not to undertake the Project or to discontinue the Project, in which case the City shall be responsible for costs incurred by the Water District associated with the Utility Improvements prior to the City's notice of termination,

and the Water District shall only be responsible for costs reasonably incurred by the City that are directly attributable to the Water Main Improvements prior to the City's notice of termination.

- B. The Water District has the right to terminate this Agreement by providing written notice to the City prior to the award of the construction contract, in which case the Water District shall be responsible for all costs reasonably incurred by the City in executing the necessary contract changes to delete the Water Main Improvements from the Project.
- C. After award of the construction contract by the City, the Water District may terminate this Agreement only upon 30 days' prior written notice to the City. In that event, the Water District shall be responsible for all costs reasonably incurred by the City through the date 30 days from the date of the Water District's notice to the City, and all bona fide costs reasonably claimed by the contractor in deleting the Water Main Improvements from the Project.

SECTION 21. FILING

Both Parties shall file copies of this Agreement, together with the motions of the Lakewood Council and Water District Board approving and ratifying this Agreement with the Lakewood City Clerk and the Water District General Manager after execution of the Agreement.

SECTION 22. SEVERABILITY

If any provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHERE OF, the Parties have caused this Agreement to be executed on this _____ day of _____, 2023.

CITY OF LAKEWOOD

LAKEWOOD WATER DISTRICT

John J. Caulfield, City Manager

Randall M. Black, General Manager

Attest:

Briana Schumacher, City Clerk

Approved as to Form:

Heidi Wachter, City Attorney

Andrew W. Maron, District Attorney

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: February 21, 2023	TITLE: Authorizing the execution of a contract with Greater Lakes Mental Health for two Mental Health Professionals.	TYPE OF ACTION: — ORDINANCE — RESOLUTION <u>X</u> MOTION NO. 2023-17 — OTHER
REVIEW:	ATTACHMENTS: Contract	

SUBMITTED BY: John Unfred, (Interim) Police Chief

RECOMMENDATION: It is recommended that the City Council extend the agreement with Greater Lakes Mental Health (GLMH) to continue to receive services from a Mental Health Professional (MHP) imbedded within the Police Department and an additional MHP working with both the Police Department and the Rental Housing Safety Program.

DISCUSSION: Police calls for service involving subjects experiencing mental illness account for a significant volume of calls for the Police Department's Patrol Division. Officers are typically limited to the hospital or jail as their primary options for resolution. These options are not necessarily the most appropriate for the person experiencing crisis and can often tie up patrol resources for an extended period of time. Additionally, officers repeatedly deal with the same subjects who lack any structured follow up on a treatment plan. Through this contract, GLMH will continue to provide a dedicated MHP working out of the police station who will respond with officers to calls for service involving mental crisis and identify the most appropriate resolution. He or she would also provide much needed follow-up to ensure the patients are following their prescribed treatment plan. The third service the MHP will provide is in-service training for our officers on handling persons in crisis and the options available. While this agreement has been in place since 2015, a need was recently identified in our Rental Housing Safety Program (RHSP) for the same services to help tenants they frequently come in contact with. The second MHP identified in this agreement will work part time with the RHSP and part time with the Police Department supporting the existing MHP.

ALTERNATIVE(S): Reject the contract and end the program.

FISCAL IMPACT: Contract costs for both MHPs will not exceed \$266,229 in 2023 or \$272,706 in 2024.

John Unfred
Prepared by

Department Director


City Manager Review

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

THIS FIRST AMENDMENT ("First Amendment") to the Professional Services Agreement ("Agreement") is made and entered into by and between Greater Lakes Mental Healthcare ("Agency"), a nonprofit corporation formed under the laws of the State of Washington a subsidiary of MultiCare Health System and City of Lakewood ("City"). Agency and City are sometimes referred to in this First Amendment individually as "Party" or, collectively, as the "Parties."

WHEREAS the Parties have previously entered into a Professional Services Agreement dated February 5, 2021;

WHEREAS the Agreement was amended through mutually agreed upon addendums;

WHEREAS the Parties wish to further revise the Agreement to add Exhibit B;

Now, therefore, in consideration of the mutual benefits, promises, payments and undertakings of the Parties, it is hereby that:

FA-1. the Agreement shall be revised as follows:

a. add new Exhibit B

FA-2. Except as set forth in this First Amendment, all terms and conditions of the Agreement, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment effective as of the last date shown below.

Greater Lakes Mental Healthcare:

City of Lakewood

By: _____
Print Name: Terri Card
Title: President & CEO
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

Contact Information:

Contact Information:

Designated Representative: _____
Designated Representative Title: _____
Address: 1415 #. 72nd St.
Tacoma, WA 98404
Telephone: 253-620-5135
E-mail address: Terri.Card@multicare.org
Copy to Email: ContractSupport@multicare.org

Designated Representative: John Unfred
Designated Representative Title: (Interim) Chief
Address: 9401 Lakewood Dr. SW
Lakewood, WA 98499
Telephone: 253-830-5000
E-mail address: junfred@cityoflakewood.us
Contractor's EIN (or UBI) No.: 91-1698185

EXHIBIT B

Projected Budget	January 1, 2023– Dec 31, 2023	January 1, 2024 – Dec 31, 2024	
Personnel			
0.2 Supervision salary + benefits	27,923	29,320	
2 FTE MHP salary + benefits	189,503	198,978	
Overtime/Premium Pay*	10,000	10,500	
Sign-on Bonus**	5,000		**\$5,000 per FTE, as needed
Non-personnel			
Air card (monthly cost to access internet for each laptop through Verizon)	1,800	1,845	
Phone Expense	1,800	1,845	
Laptop (portable computer), headset, software license (Microsoft), aircard, new phone	5,000		Initial start up cost for new employee, carried over to year 2 dependent on hiring
Education (required continued education to maintain DCR credentials, safety training, and cultural competency)	1,000	1,000	MHS \$250/FTE, licenses (\$250/FTE)
Professional Services Fees/Administrative Costs**	24,203	29,219	Pro Services Fees are the direct cost for clinical leadership (Manager, Director, COO, etc), accounting, billing, payroll, HR. Admin Costs includes IT services, data management and collection, insurance, quality & compliance, medical records maintenance, legal department.
Total	266,229	272,706	

* Overtime includes OT, Holiday Worked, Rest Between Shifts, Double Time, Weekend Premium

**Professional Services/Admin Costs = 10% of direct cost in year 1, 12% of direct cost in year 2. Actual cost charged to this dept. is 21% of budgeted direct cost.

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED:	TITLE: Authorizing the execution of a grant agreement with Washington State	TYPE OF ACTION:
February 21, 2023	Emergency Management, in the amount of \$62,565, for	— ORDINANCE NO.
REVIEW:	Emergency Management Performance.	— RESOLUTION NO.
	ATTACHMENTS: Agreement	— MOTION NO. 2023-18
		— OTHER

SUBMITTED BY: John Unfred, Assistant Chief

RECOMMENDATION: It is recommended that the City Council approve the 2022 annual Emergency Management Performance (EMPG) grant from WA State Emergency Management Department (EMD) to the City in the amount of \$62,565. This non-competitive grant funds a portion of the two Emergency Management Coordinators working for the West Pierce Emergency Management Coalition.

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

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

ALTERNATIVE(S): None.

FISCAL IMPACT: \$62,565

John Unfred
Prepared by


City Manager Review

John Unfred
Department Director

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

1. Subrecipient Name and Address: City of Lakewood 6000 Main Street SW Lakewood, WA 98499-5027		2. Grant Agreement Amount: \$62,565		3. Grant Agreement Number: E23-197	
4. Subrecipient Contact, phone/email: Hallie McCurdy, 253-377-3163 hallie.mccurdy@westpierce.org		5. Grant Agreement Start Date: June 1, 2022		6. Grant Agreement End Date: September 30, 2023	
7. Department Contact, phone/email: Joshua Castillo, 253-316-6432 joshua.castillo@mil.wa.gov		8. Unique Entity Identifier (UEI): C8USBK5DLRF2		9. UBI # (state revenue): 601-667-295	
10. Funding Authority: Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS)					
11. Federal Award ID # (FAIN): EMS-2022-EP-00006-S01		12. Federal Award Date: 08/23/2022		13. Assistance Listings # & Title: 97.042 (22EMPG)	
14. Total Federal Amount: \$8,625,483		15. Program Index # & OBJ/SUB-OBJ: 723PT NZ			16. EIN: 91-1698185
17. Service Districts: (BY LEGISLATIVE DISTRICT): 28 (BY CONGRESSIONAL DISTRICT): 10		18. Service Area by County(ies): Pierce		19. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
20. Agreement Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
22. Subrecipient Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO			23. Subrecipient Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER		
24. PURPOSE & DESCRIPTION: The purpose of the Fiscal Year (FY) 2022 Emergency Management Performance Grant (22EMPG) program is to provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal award funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards through sustainment and enhancement of those programs as described in the Work Plan. The Department is the Recipient and Pass-through Entity of the 22EMPG DHS Award Letter for Grant No. EMS-2022-EP-00006-S01 ("Grant"), which is incorporated in and attached hereto as Attachment C and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement and the associated matching funds.					
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); 22EMPG Award Letter EMS-2022-EP-00006-S01 (Attachment C); Work Plan (Attachment D); Timeline (Attachment E); Budget (Attachment F); and all other documents expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> 1. Applicable Federal and State Statutes and Regulations 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget </div> <div style="width: 45%;"> 4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference </div> </div>					
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:		
Signature _____ Date _____ Regan Anne Hesse, Chief Financial Officer Washington State Military Department BOILERPLATE APPROVED AS TO FORM: Dierk Meierbachtol August 1, 2022 Assistant Attorney General			Signature _____ Date _____ John Caulfield, City Manager City of Lakewood APPROVED AS TO FORM (if applicable): Signature: Heidi Ann Wachter, City Attorney _____ Date _____		

Attest:

Briana Schumacher, City Clerk Date

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

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

SUBRECIPIENT		DEPARTMENT	
Name	Hallie McCurdy	Name	Joshua Castillo
Title	Deputy Chief	Title	Program Coordinator
Email	hallie.mccurdy@westpierce.org	Email	joshua.castillo@mil.wa.gov
Phone	253-377-3163	Phone	253-316-6432
Name	Mike Zaro	Name	Courtney Bemus
Title	Police Chief	Title	Program Assistant
Email	mzaro@cityoflakewood.us	Email	courtney.bemus@mil.wa.gov
Phone	253-830-5001	Phone	253-512-7145
Name	John Unfred	Name	Sierra Wardell
Title	Assistant Police Chief	Title	Financial Operations Section Manager
Email	junfred@cityoflakewood.us	Email	sierra.wardell@mil.wa.gov
Phone	253-830-5003	Phone	253-512-7121
Name	Serena Rotondo		
Title	Emergency Management Coordinator		
Email	serena.rotondo@westpierce.org		
Phone	253-442-3347		

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of *The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2022 Emergency Management Performance Grant (EMPG) document*, the *FEMA Preparedness Grants Manual* document, Version 3, May 2022 (the Manual), the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The *DHS Award Letter* is incorporated in this Agreement as Attachment C.

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

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

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

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENT

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 22EMPG funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.
- b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
 - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 22EMPG funds, including, but not limited to, those contained in 2 CFR 200.

- ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of *The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2022 Emergency Management Performance Grant (EMPG)* document, the Manual, the DHS Award Letter for the Grant in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.
- iii. The Subrecipient shall be responsible to the Department for ensuring that all 22EMPG federal award funds provided to its subrecipients, and associated matching funds, are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

- a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment F), additional documentation is required based on the applicable situation. As described in 2 CFR 200.414 and Appendix VII to 2 CFR 200:
 - i. If the Subrecipient receives direct funding from any Federal agency(ies), documentation of the rate must be submitted to the Department Key Personnel per the following:
 - A. More than \$35 million, the approved indirect cost rate agreement negotiated with its federal cognizant agency.
 - B. Less than \$35 million, the indirect cost proposal developed in accordance with Appendix VII of 2 CFR 200 requirements.
 - ii. If the Subrecipient does not receive direct federal funds (i.e., only receives funds as a subrecipient), the Subrecipient must either elect to charge a de minimis rate of ten percent (10%) or 10% of modified total direct costs or choose to negotiate a higher rate with the Department. If the latter is preferred, the Subrecipient must contact Department Key Personnel for approval steps.
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <https://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by Department Key Personnel.
- e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Attachment E).

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.
- f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention

requirements of this Agreement and be made available upon request by the Department and auditors.

- g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment E). For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.
- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within forty-five (45) days after the Grant Agreement End Date, except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline) will prohibit the Subrecipient from being reimbursed until such reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. A written amendment will be required if the Subrecipient expects cumulative transfers to approved, direct budget categories, as identified in the Budget (Attachment F), to exceed ten percent (10%) of the Grant Agreement Amount. Any changes to budget category totals not in compliance with this paragraph will not be reimbursed without approval from the Department.
- m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachment D) activities in the format provided by the Department.
- b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report describing all completed activities under this Agreement.
- c. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department an Audit Certification/FFATA Form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

4. EQUIPMENT AND SUPPLY MANAGEMENT

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327, and all Washington State procurement statutes, when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:
 - i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, Subrecipient grant agreement, or other means of legal transfer of ownership is in place.
 - ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
 - iii. Inventory system records shall include:
 - A. Description of the property
 - B. Manufacturer's serial number, or other identification number
 - C. Funding source for the property, including the Federal Award Identification Number (FAIN) (Face Sheet, Box 11)
 - D. Assistance Listings Number (formerly CFDA Number) (Face Sheet, Box 13)
 - E. Who holds the title
 - F. Acquisition date
 - G. Cost of the property and the percentage of federal participation in the cost
 - H. Location, use, and condition of the property at the date the information was reported
 - I. Disposition data including the date of disposal and sale price of the property.
 - iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
 - v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of the equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well maintained and kept in good operating condition.
 - vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.
 - vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
 - viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal

award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:

- A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
- B. For Equipment:
 - 1) Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.
 - 2) Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).
- ix. Records for equipment shall be retained by the Subrecipient for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Allowable equipment categories for the grant program are listed on the Authorized Equipment List (AEL) located on the FEMA website at <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program; the AEL includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.

If the item is not identified on the AEL as allowable under the grant program, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval **prior** to acquisition.
- d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- e. If funding is allocated to emergency communications, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at <https://www.cisa.gov/safecom/funding>, ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.
- f. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA)*, Pub. L. No. 115-232 (2018). Recipients and subrecipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the Manual and applicable NOFO.

Per subsections 889(f)(2)-(3) of the FY 2019 NDAA, and 2 CFR 200.216, covered telecommunications equipment or services means:

- iv. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - v. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - vi. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - vii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- g. The Subrecipient must pass through equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward under this Agreement.

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

- a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) program. EHP program information can be found at <https://www.fema.gov/grants/guidance-tools/environmental-historic> all of which are incorporated in and made a part of this Agreement.
- b. Projects that have historical impacts or the potential to impact the environment, **including, but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures and facilities; or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed, also require a DHS/FEMA EHP review before project initiation.
- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.

- d. The Subrecipient agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval received by the Subrecipient before any work is started** for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient will not be reimbursed.

6. **PROCUREMENT**

- a. The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.317 through 200.327 and as specified in the General Terms and Conditions (Attachment B, A.10).
- b. For all sole source contracts expected to exceed \$250,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

7. **SUBRECIPIENT MONITORING**

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

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

- a. The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that

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

9. NIMS COMPLIANCE

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

B. EMPG PROGRAM SPECIFIC REQUIREMENTS

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

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

- a. The Subrecipient shall use the EMPG funds authorized under this Agreement only to perform tasks as described in the Work Plan of the Subrecipient's application for funding, as approved by the Department and incorporated into this Agreement.
- b. Funding may not be used to replace or supplant existing local or tribal government funding of emergency management programs.
- c. The Subrecipient shall provide a fifty percent cash match of non-federal origin. The Federal share applied toward the EMPG budget shall not exceed fifty percent of the total budget as submitted and approved in the application and documented in the Budget (Attachment F). To meet matching requirements, the Subrecipient's cash matching contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations, including, but not limited to, 2 CFR Part 200. An appropriate

mechanism must be in place to capture, track, and document matching funds. In the final report, the Subrecipient shall identify how the match was met and documented.

- d. The Subrecipient shall participate in the State's annual Stakeholder Preparedness Review (SPR), Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessments, and data calls. Non-participation may result in withholding of funding under future grant years.
 - e. Subrecipients shall participate in the State's annual Integrated Preparedness Planning Workshop (IPPW). Non-participation may result in withholding of funding under future grant years.
 - f. If funding is allocated to non-DHS FEMA training, the Subrecipient must request **prior** written approval from the Department Key Personnel before attending the training. The Department will coordinate approval with the State Training Point of Contact. Pursuant to DHS/FEMA Grant Programs Directorate Information Bulletin No. 432, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants, https://www.fema.gov/sites/default/files/2020-04/Training_Course_Review_and_Approval_IB_Final_7_19_18.pdf, the training must fall within the FEMA mission scope and be in alignment with the Subrecipient's Emergency Operations Plan. This requirement only applies to training courses and does not include attendance at conferences. Furthermore, additional federal approvals are required for courses that relate to Countering Violent Extremism prior to attendance.
 - g. All personnel funded in any part through federal award or matching funds under this Agreement shall complete and record proof of completion of:
 - i. NIMS training requirements outlined in the NIMS Training Program located at <https://www.fema.gov/emergency-managers/nims/implementation-training> (to include ICS-100, ICS-200, IS-700, and IS-800 for most personnel) and
 - ii. Either (1) the FEMA Professional Development Series IS-120, IS-230, IS-235, IS-240, IS-241, IS-242, and IS-244, or (2) the National Emergency Management Basic Academy.
- The Subrecipient will report training course completion by individual personnel along with the final report.
- h. In conjunction with the final report, the Subrecipient shall submit a separate report detailing how the EMPG Training requirements were met for all personnel funded by federal or matching funds under this Agreement.

C. DHS TERMS AND CONDITIONS

As a Subrecipient of 22EMPG funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 22EMPG Award Letter and its incorporated documents for the Grant, which are incorporated and made a part of this Agreement as Attachment C.

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

A.1 DEFINITIONS

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

- a. **“Agreement”** means this Grant Agreement.
- b. **“Department”** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **“Investment”** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this Agreement. Such grant application is hereby incorporated into this Agreement by reference.
- d. **“Monitoring Activities”** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities, and policies.
- e. **“Stakeholders Preparedness Report (SPR)”** The SPR is an annual three-step self-assessment of a community’s capability levels based on the capability targets identified in the THIRA.
- f. **“Subrecipient”** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of “Subrecipient” is the same as in 2 CFR 200.1 for all other purposes.
- g. **“Threat and Hazard Identification and Risk Assessment (THIRA)”** The THIRA is a three-step risk assessment. The THIRA helps communities understand their risks and determine the level of capability they need in order to address those risks. The outputs from this process lay the foundation for determining a community’s capability gaps during the SPR process.

A.2 ADVANCE PAYMENTS PROHIBITED

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

A.3 AMENDMENTS AND MODIFICATIONS

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

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

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

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

A.5 ASSURANCES

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

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

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

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

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

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "*Disclosure Form to Report Lobbying*," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

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

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

State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.9 CONFLICT OF INTEREST

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

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

A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.318, General procurement standards, through 200.327, Contract provisions.

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

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

Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

- 5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “*Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*,” and any implementing regulations issued by the awarding agency.
- 7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “*Debarment and Suspension*.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- 10) Procurement of recovered materials -- As required by 2 CFR 200.323, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part

247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
 - 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - 14) Retention of all required records for six (6) years after the Subrecipient has made final payments and all other pending matters are closed.
 - 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 - 16) Pursuant to Executive Order 13858 "*Strengthening Buy-American Preferences for Infrastructure Projects*," and as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
 - 17) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment is mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*.
- b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.317 through 200.327. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

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

A.12 DISPUTES

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

A.13 LEGAL RELATIONS

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

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

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

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

Insofar as the funding source, FEMA is an agency of the Federal government, the following shall apply:

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

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

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

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

A.15 LOSS OR REDUCTION OF FUNDING

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

A.16 NONASSIGNABILITY

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

A.17 NONDISCRIMINATION

During the performance of this agreement, the Subrecipient shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

- a. Nondiscrimination in Employment: The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory,

mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

- b. The Subrecipient shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

A.18 NOTICES

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

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

The Subrecipient represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

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

A.21 POLITICAL ACTIVITY

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

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

A.23 PUBLICITY

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

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

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right

of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

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

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

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

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

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

A.27 SEVERABILITY

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

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

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

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

means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

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

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

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

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

OR

Contracts.Office@mil.wa.gov

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

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

A.29 SUBRECIPIENT NOT EMPLOYEE

The Subrecipient, and/or employees or agents performing under this Agreement, are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as nor claim to be an officer or employee of the Department or of the State of Washington by reason hereof, nor will the Subrecipient make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the Department or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW; OFM Reg. 4.3.1.1.8.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right.

If the Subrecipient is an individual currently employed by a Washington State agency, the Department shall obtain proper approval from the employing agency or institution before entering into this contract. A statement of "no conflict of interest" shall be submitted to the Department.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and

expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

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

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

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

The Department may unilaterally terminate or suspend all or part of this Grant Agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Grant Agreement. The Department will email the Subrecipient ten (10) business days prior to termination.

A.33 TERMINATION OR SUSPENSION FOR CAUSE

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

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

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

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

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

A.34 TERMINATION PROCEDURES

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

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

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

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

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

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.35 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). To the extent possible, the Subrecipient will solicit and encourage minority-owned and women-owned business enterprises who are certified by the OMWBE under the state of Washington certification program to apply and compete for work under this contract. Voluntary numerical MWBE participation goals have been established, and are indicated herein: Minority Business Enterprises: (MBE's): 10% and Woman's Business Enterprises (WBE's): 6%.

A.36 VENUE

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

A.37 WAIVERS

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

**22EMPG Award Letter
EMS-2022-EP-00006-S01**

Award Letter



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

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

Re: Grant No. EMS-2022-EP-00006

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2022 Emergency Management Performance Grants has been approved in the amount of \$8,625,483.00. As a condition of this award, you are required to contribute a cost match in the amount of \$8,625,483.00 of non-Federal funds, or 50 percent of the total approved project costs of \$17,250,966.00.

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

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2022 Emergency Management Performance Grants Notice of Funding Opportunity
- FEMA Preparedness Grants Manual

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

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

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

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

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

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

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

PATRICK GERARD MARCHAM

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



AGREEMENT ARTICLES
Emergency Management Performance Grants

GRANTEE: Washington Military Department
PROGRAM: Emergency Management Performance Grants
AGREEMENT NUMBER: EMS-2022-EP-00006-S01

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Article I - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

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

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

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

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article III - General Acknowledgements and Assurances

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

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article IV - Acknowledgement of Federal Funding from DHS

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

Article V - Activities Conducted Abroad

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

Article VI - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VII - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VIII - Best Practices for Collection and Use of Personally Identifiable Information

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

Article IX - Civil Rights Act of 1964 - Title VI

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

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

Article X - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XI - Copyright

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

Article XII - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XIII - Drug-Free Workplace Regulations

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

Article XIV - Duplication of Benefits

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

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

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

Article XVI - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVII - False Claims Act and Program Fraud Civil Remedies

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

Article XVIII - Federal Debt Status

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

Article XIX - Federal Leadership on Reducing Text Messaging while Driving

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

Article XX - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXI - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXII - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

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

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXIV - Lobbying Prohibitions

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

Article XXV - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

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

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social

services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVII - Non-Supplanting Requirement

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

Article XXVIII - Notice of Funding Opportunity Requirements

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

Article XXIX - Patents and Intellectual Property Rights

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

Article XXX - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXI - Rehabilitation Act of 1973

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

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

General Reporting Requirements:

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

Article XXXIII - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

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

Article XXXIV - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. *See also* Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#). For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

Article XXXV - SAFECOM

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

Article XXXVI - Terrorist Financing

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

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

Trafficking in Persons:

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

Article XXXVIII - Universal Identifier and System of Award Management

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

Article XXXIX - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XL - Use of DHS Seal, Logo and Flags

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

Article XLI - Whistleblower Protection Act

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

Article XLII - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLIII - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLIV - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the

award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XLV - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLVI - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XLVII - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

BUDGET COST CATEGORIES

Personnel	\$4,529,534.00
Fringe Benefits	\$1,604,921.00
Travel	\$0.00
Equipment	\$10,000.00
Supplies	\$94,353.00
Contractual	\$10,598,626.00
Construction	\$0.00
Indirect Charges	\$405,086.00
Other	\$8,446.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMS-2022-EP-00006-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. N/A	4. TYPE OF ACTION AWARD	5. CONTROL NO. SX00503N2022T , SX00503N2022T		
6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603				
9. NAME OF RECIPIENT PROJECT OFFICER Tirzah Kincheloe	PHONE NO. 2535127456	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov				
11. EFFECTIVE DATE OF THIS ACTION 08/23/2022	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 10/01/2021 To: 09/30/2024 Budget Period 10/01/2021 09/30/2024			
1 5. DESCRIPTION OF ACTION						
a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Emergency Management Performance Grants	97.042	2022-FA-GA01-R107- -4120-D	\$0.00	\$7,560,609.00	\$7,560,609.00	See Totals
Emergency Management Performance Grants	97.042	2022-FE-GA01-R107- -4120-D	\$0.00	\$1,064,874.00	\$1,064,874.00	See Totals
			\$0.00	\$8,625,483.00	\$8,625,483.00	\$8,625,483.00
b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A						
16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) Emergency Management Performance Grants recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.						
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Sierra Wardell, Preparedness Grants Section Section Supervisor					DATE Fri Aug 26 21:02:34 GMT 2022	
18. FEMA SIGNATORY OFFICIAL (Name and Title)					DATE Tue Aug 23 16:59:20 GMT 2022	

WORK PLAN

FY 2022 Emergency Management Performance Grant

Emergency Management Organization:

West Pierce EM Coalition (Cities of Lakewood, University Place and Town of Steilacoom) [WPEMC]

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

Priority Area #1	4.11 Emergency Public Information and Education	
Primary Core Capability	Community Resilience	
Secondary Core Capability	Public Information and Warning	
Build or Sustain	Building	
WORK PLANNED	IDENTIFIED GAP/NEED	ANTICIPATED PROJECT IMPACT
Utilize translations of pre-canned emergency messages and general preparedness messages.	As required, WPEMC has identified its top 5 languages plus sign language to translate preparedness and emergency messaging.	Communication with all of our citizens is of upmost importance. We are working on creating a Limited English Proficiency Plan and have gathered some previously translated messaging from Pierce County. We hope to use this messaging if the need is there. We will also continue to improve our use of CODE RED which also provides language translation.
Implement Code Red and IPAWS for each City within the Coalition.	Currently it can take over 30 minutes to get an emergency broadcast out to the public.	Utilizing a proven product, the Cities will now have the ability to send off an emergency broadcast message with very little delay. It also allows for citizens to self-register to receive their locations various emergency and non-emergent messages.
Attend public interactive forums such as Summerfest, Duck Days, Touch a Truck etc.	Public Forums have been very limited since the initial days of Covid. This is the first summer in two years that we can directly interact with the public. Each city plans to hold their public events.	Attendance at public events will give us the opportunity to directly relate and share with our citizens disaster preparedness and early warning activities.
Implement NWS "Storm Ready" for each jurisdiction	Citizens need awareness of all hazards that may impact them.	There is no requirement however the publicity of "Storm Ready" will give each city some distinction with their citizens and reiterate it's not just earthquakes we need to prepare for.

Priority Area #2	4.4 Operational Planning and Procedures	
Primary Core Capability	Logistics and Supply Chain Management	
Secondary Core Capability	Mass Care Services	

Build or Sustain		Building
WORK PLANNED	IDENTIFIED GAP/NEED	ANTICIPATED PROJECT IMPACT
Conduct mass care shelter planning. Work with partner agencies such as Red Cross, Salvation Army, Tacoma and Puyallup, designate information centers first that can transition into overnight shelters if need be.	As part of our CEMP ESF 6, we will build our shelter capacity with partner organizations.	By working with our partners, we will be able to better assist our community should sheltering be necessary.
Build POD footprints within cities. Moving from the congregate shelter mindset, establish robust POD footprints for	There is a lack of shelter capability within the County.	When supplies start to arrive, they can be distributed orderly and easily and residents can stay in their homes if it is safe to do so, through Points of Distribution (POD)
Create a local vendors list of those who have the ability to engage with WPEMC during a disaster.	During CR22, we identified that each city has its own list but as a Coalition we do not have a common one nor do we have a finance plan to work out spending.	Communicating with our vendors prior to a disaster will make acquiring supplies during a disaster much easier.

Priority Area #3		4.1 Hazard Identification, Risk Assessment, and Consequence Analysis
Primary Core Capability		Environmental Response/Health and Safety
Secondary Core Capability		Risk and Disaster Resilience Assessment
Build or Sustain		Building
WORK PLANNED	IDENTIFIED GAP/NEED	ANTICIPATED PROJECT IMPACT
Build a combined, robust THIRA.	We currently have mitigation plans as well as a HIVA but now that we are 3 cities strong we need a combined THIRA for additional planning.	The THIRA will help us identify weak areas within WPEMC. Utilizing CISA, ask for assistance in identifying areas and infrastructure that we all can harden. Complete THIRA with all 3 cities.

Priority Area #4		3.2 Coordination
Primary Core Capability		Operational Communications
Secondary Core Capability		Operational Coordination
Build or Sustain		Building
WORK PLANNED	IDENTIFIED GAP/NEED	ANTICIPATED PROJECT IMPACT
Bring up all EOCs within the coalition up to equal standards to include processes, training and supplies.	The EOP 101 guide lists some standards all EOCs should meet if possible.	Creating very similar EOCs gives us redundancy should an event occur in one city or another.
Work with Tacoma and Puyallup to make EOCs familiar in case they are needed for COOPs. Identify discrepancies and needs should a transition to a COOP EOC become necessary.	We currently have Tacoma and Puyallup listed as our alternate EOCs in our COOPs. However, there are some noted discrepancies.	Creating very similar EOCs gives us redundancy should an event occur in one city or another.

Continue to engage local stakeholders. Attend stakeholder meetings (public health, hospitals etc.) and host stakeholder meetings each month.	The NRF and other FEMA guides encourage involving "whole community" in emergency and disaster planning. While we added additional stakeholders last year, we still have many sectors that are not covered.	Personally reaching out to those in infrastructure sectors and business will ensure they are more involved in our planning, training and exercises.
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Priority Area #5	4.9 Training	
Primary Core Capability	Operational Coordination	
Secondary Core Capability	Planning	
Build or Sustain	Building	
WORK PLANNED	IDENTIFIED GAP/NEED	ANTICIPATED PROJECT IMPACT
Continue to provide ICS 300 & 400 training opportunities	With many promotions and change of leadership, we have many new supervisors that need to take 300 & 400	We will continue to meet NIMS compliance
Encourage additional training through TEEX and the State	There are many new supervisors who do not have experience working with an EOC.	Enhanced training through TEEX and the State will provide new leaders the knowledge they need to work in an ICP/EOC Interface situation.
Participate in Shakeout to educate staff on evacuations	With so many staff working from home the past two years, we did not participate in Shakeout or evacuation drills of our facilities.	Employees will become familiar with facility evacuation drills requirements for staff and guests.

TIMELINE**FY 2022 Emergency Management Performance Grant**

DATE	TASK
June 1, 2022	Grant Agreement Start Date
April 30, 2023	Submit reimbursement request
July 31, 2023	Submit reimbursement request
September 30, 2023	Grant Agreement End Date
November 15, 2023	Submit final reimbursement request, final report, training requirement report, and/or other deliverables.

The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the above Timeline.

For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the above Timeline.

BUDGET

FY 2022 Emergency Management Performance Grant

22EMPG AWARD \$ 62,565.00

SOLUTION AREA	BUDGET CATEGORY	EMPG AMOUNT	MATCH AMOUNT
PLANNING	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
ORGANIZATION	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ 62,565	\$ 82,424
	Other	\$ -	\$ -
	Subtotal	\$ 62,565	\$ 82,424
EXERCISE	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
TRAINING	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
EQUIP	Equipment	\$ -	\$ -
	Subtotal	\$ -	\$ -
M&A	Personnel & Fringe Benefits	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Supplies	\$ -	\$ -
	Consultants/Contracts	\$ -	\$ -
	Other	\$ -	\$ -
	Subtotal	\$ -	\$ -
	Indirect	\$ -	\$ -
Indirect Cost Rate on file		0.00%	for Time Period of: N/A
TOTAL Grant Agreement AMOUNT:		\$ 62,565	\$ 82,424.23

The Subrecipient will provide a match of **\$62,565** of non-federal origin, 50% of the total project cost (local budget plus EMPG award).

Cumulative transfers to budget categories in excess of ten percent (10%) of the Grant Agreement Amount will not be reimbursed without **prior** written approval from the Department.

Funding Source: U.S. Department of Homeland Security - PI# 723PT – EMPG

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: February 21, 2023	TITLE: Appointing Julie White as the Pierce College representative on the Lakewood's Promise Advisory Board.	TYPE OF ACTION: — ORDINANCE — RESOLUTION <u>X</u> MOTION NO. 2023-19 — OTHER
REVIEW:	ATTACHMENT:	

SUBMITTED BY: Briana Schumacher, City Clerk on behalf of Mayor Jason Whalen.

RECOMMENDATION: It is recommended that the City Council confirm the Mayor's appointment of Julie White to serve as the Pierce College representative on the Lakewood's Promise Advisory Board.

DISCUSSION: Section 2.38.020 of the Lakewood Municipal Code provides that there shall be up to 11 members of the Lakewood's Promise Advisory Board who shall be appointed by the Mayor and confirmed by the Council. Four (4) members of the Board shall be comprised of representatives of the Clover Park School District, Pierce College, Clover Park Technical College, and City of Lakewood. With the retirement of Michele Johnson, former Chancellor and CEO of Pierce College, it is recommended that Juile White now serve as the Pierce College representative on the Lakewood's Promise Advisory Board.

ALTERNATIVE(S): The City Council could choose to appoint another Pierce College representative to the Lakewood's Promise Advisory Board.

FISCAL IMPACT: There is no fiscal impact from this appointment.

Briana Schumacher
Prepared by

Heidi Ann Wachter
Department Head


City Manager Review



CITY OF LAKEWOOD

6000 Main Street SW
Lakewood, WA 98499

APPLICATION FOR APPOINTMENT

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

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

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

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

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

Name: _____
(Please Print)

Home Address: _____

City: _____ State: _____ Zip: _____

Home Phone Number: _____ E-mail: _____

Present Employer: _____

Address: _____ Work Phone: _____

Cell: _____

LODGING TAX ADVISORY COMMITTEE APPLICANT QUESTIONS:

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

Are you involved in activities authorized to be funded by revenues received from lodging tax? Yes ~~8~~No

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

Date available for appointment: _____

Are you available to attend evening meetings? Yes No

Are you available to attend daytime meetings? Yes No

Recommended by: _____

Education:

Professional and/or community activities:

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

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

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

Signature:

_____ Date: _____

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: February 21, 2023	TITLE: Appointing Shelby Taylor to serve on the Community Services Advisory Board through December 15, 2026.	TYPE OF ACTION: — ORDINANCE — RESOLUTION <u>X</u> MOTION NO. 2023-20 — OTHER
REVIEW:	ATTACHMENTS: Candidate Application	

SUBMITTED BY: Briana Schumacher, City Clerk on behalf of Mayor Jason Whalen.

RECOMMENDATION: It is recommended that the City Council confirm the Mayor's appointment of Shelby Taylor to serve on the Community Services Advisory Board through December 15, 2026.

DISCUSSION: Notices and outreach to seek volunteers to fill a vacancy on the Community Services Advisory Board was sent to neighborhood associations, civic groups, community organizations, The News Tribune and The Suburban Times. In addition, notice was posted on the City's website.

The Community Services Advisory Board advises the City Council on matters related to Human Services, the Community Development Block Grant (CDBG) and HOME Investment Partnership Act (HOME) programs which may include:

- Facilitate cooperation and coordination with the City on human services, CDBG, and HOME funding issues.
- Recommend to the City Council programs for funding out of City's general funds, CDBG and HOME funds, and other funding appropriations.
- Hold public hearings to receive public comments to identify community and housing needs, development of proposed activities, and recommendations for funding.
- Develop recommendations for the Consolidated Plan, Action Plan, and other related documents.
- Review and approve annual performance reports of CDBG and HOME activities for submittal to HUD.
- Develop and recommend citywide policies for funding allocations.
- Encourage partnerships and collaboration in the funding and provision community and human services.
- Review needs assessments, gap analyses, and other data to determine citywide needs which will help develop strategic action plans.
- Perform other community services related duties and functions as assigned by the City Council.

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

FISCAL IMPACT: There is no fiscal impact.

Briana Schumacher, City Clerk
Prepared by

Heidi Ann Wachter, City Attorney
Department Director



City Manager Review



CITY OF LAKEWOOD

6000 Main Street SW
Lakewood, WA 98499

APPLICATION FOR APPOINTMENT

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

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

- | | |
|---|--|
| <input type="checkbox"/> Arts Commission | <input type="checkbox"/> Parks and Recreation Advisory Board |
| <input checked="" type="checkbox"/> Community Services Advisory Board | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Lakewood's Promise Advisory Board | <input type="checkbox"/> Public Safety Advisory Committee |

☐ Landmarks and Heritage Advisory Board ☐ Salary Commission

☐ Lodging Tax Advisory Committee (Members of this committee must be representative of an agency involved in tourism promotion.)

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

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

Name: Shelby Taylor
(Please Print)

Home Address: 8809 Forest Rd SW

City: Lakewood State: WA Zip: 98498

Home Phone Number: 206-914-9338 E-mail: s.taylor011@gmail.com

Present Employer: MultiCare Health System

Address: 1313 Broadway, Tacoma, WA 98402 Work Phone: 253-680-6382

Cell: 206-914-9338

LODGING TAX ADVISORY COMMITTEE APPLICANT QUESTIONS:

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

activities authorized to be funded by revenues received from lodging tax? Yes No

Page 2

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

Date available for appointment: Immediately

Are you available to attend evening meetings? Yes

Are you available to attend daytime meetings? Yes

Recommended by: Kyle Franklin

Education: Bachelor of Arts in Communication Studies, with additional coursework emphasizing Asian Studies, from the University of Puget Sound

Professional and/or community activities: Member of AMA Puget Sound - South Sound, former AMA advisory board member and Seattle Humane volunteer

Please share some of the experiences or qualifications that you have relating to the work of this board, committee or commission: I've been actively engaged in nonprofit work in Bremerton (2011 to 2014) and Tacoma (2014 to present) and have a deep understanding of what it takes to make a difference for underserved populations. I also have an immense heart for others, along with a passion for people, and I'd love the opportunity to help local organizations change lives in my own community.

Please explain why you would like to be part of this board, committee or commission: I'm looking for meaningful ways to get more engaged with the city I call home, while also giving back. This position seems like the perfect fit for both goals.

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

best of my knowledge.

Signature:

Shelby Taylor _____ Date: January 28, 2023 _____



LANDMARKS AND HERITAGE ADVISORY BOARD

Thursday, September 22, 2022 Meeting Minutes
ZOOM Meeting
6000 Main Street SW
Lakewood, WA 98499

**"The mission of the City of Lakewood
Landmarks and Heritage Advisory Board is to
preserve, protect, and promote the unique heritage and historic
resources of the City of Lakewood"**

CALL TO ORDER

Mr. Glen Spieth, Chair called the meeting to order at 6:00 PM.

MEETING PROTOCOL

Roll Call

Landmarks & Heritage Advisory Board Members Present: Glen Spieth, Chair;
Beth Campbell, and Christina Manetti, Vice Chair

Landmarks & Heritage Advisory Board Members Excused: Mark Hayes

Landmarks & Heritage Advisory Board Members Absent: Joan Cooley

Staff Present: Courtney Brunell, Planning Manager and Josh Kubitza, Associate Planner

Council Liaison to LHAB: Councilmember Paul Bocchi (present)

Acceptance/Changes to Agenda: None

Approval of Minutes

The minutes of the meeting held on August 25, 2022 were approved as written by voice vote, M/S/C Campbell/Manetti. Motion to approve the minutes passed unanimously, 3-0.

Announcements: Mr. Josh Kubitza, Associate Planner, reminded board members of the Joint City Council / Landmarks and Heritage Advisory Board meeting to be held on Monday, September 26 at 7:00 PM in the Council Chambers. The discussion will address the accomplishments of 2022 and any work items for 2023. Ms. Courtney Brunell will provide a list of talking points for the meeting.

PUBLIC COMMENTS: None. No public in attendance on line.

PUBLIC HEARINGS: None

REPORTS BY HISTORIC PRESERVATION OFFICER OR STAFF

Nisqually Tribe Outreach

Staff will continue to reach out to the Nisqually Tribe in order to update the Lakewood Touring Map and website. Ms. Beth Campbell suggested asking the tribe for permission to link their video where someone is speaking about the Nisqually culture in the native tongue and English onto the City website.

Clover Park School District Outreach

One idea discussed at the initial meeting was to have older students complete research projects to incorporate Chinese and Nisqually Tribe cultural heritage into the historical touring map. This would help students fulfill a graduation requirement of community service hours performed. Staff has a second meeting scheduled with CPSD on September 29, 2022 and will update L HAB members at the October 2022 meeting.

Lakewood Touring Map Update

There has been no update to the Lakewood Touring Map as staff continue to reach out to the Nisqually Tribe and Clover Park School District.

UNFINISHED BUSINESS

Additional Community Designation Discussion

Mr. Glen Spieth announced the Lakewood Historical Society will be placing two additional markers for Woodbrook Hunt Club and Byrd Cemetery on Phillips Rd. The Lakewood Mayor is scheduled attend the dedication celebration in November for the Woodbrook Hunt Club.

Mr. Spieth explained the Lakewood Historical Society has plans to place markers in 2023 for the Lakeview Train Station and the Chinese Expulsion, and the Lakeview Post Office.

Ms. Christina Manetti queried marking the Motor Avenue motor trolley routes used throughout the City.

Members discussed making contact with property owners at House of Donuts, Colonial Center, Bowlero Lanes, and Denny's Restaurant on Bridgeport Way to discuss community designations for the buildings.

NEW BUSINESS

2023 Work Plan Discussion

Mr. Josh Kubitza reviewed each item of the 2023 work plan with members and discussed what they would like to speak with City Council members about during the upcoming joint meeting on Monday, September 26, 2022.

Councilmember Paul Bocchi suggested the members apply for the Pierce County grant rounds that were just advertised.

Next Regular Meeting would be held Thursday, October 27, 2022 at 6:00 p.m.

Meeting Adjourned at 6:52 p.m.



02/09/2023

Glen Spieth, Chair

Landmarks & Heritage Advisory Board



02/09/2023

Karen Devereaux, Recording Secretary

Landmarks & Heritage Advisory Board



LANDMARKS AND HERITAGE ADVISORY BOARD

Thursday, October 27, 2022 Meeting Minutes
ZOOM Meeting
6000 Main Street SW
Lakewood, WA 98499

**"The mission of the City of Lakewood
Landmarks and Heritage Advisory Board is to
preserve, protect, and promote the unique heritage and historic
resources of the City of Lakewood"**

CALL TO ORDER

Mr. Glen Spieth, Chair called the meeting to order at 6:00 PM.

MEETING PROTOCOL

Roll Call

Landmarks & Heritage Advisory Board Members Present: Glen Spieth, Chair;
and Christina Manetti, Vice Chair

Landmarks & Heritage Advisory Board Members Excused:

Landmarks & Heritage Advisory Board Members Absent:

Staff Present: Josh Kubitza, Associate Planner; Karen Devereaux, Administrative
Assistant

Council Liaison to LHAB: Councilmember Paul Bocchi (not present)

Acceptance/Changes to Agenda: None

Approval of Minutes

The minutes of the meeting held on September 22, 2022 were approved as written by voice vote, M/S/C Campbell/Manetti. Motion to approve the minutes passed unanimously, 3-0.

Quorum was not reached for the October 27 meeting therefore these minutes were not voted on.

Announcements: Mr. Josh Kubitza introduced Ms. Anaya Davis, Youth Councilmember assigned to attend and participate in LHAB meetings. Ms. Davis explained there are four youth councilmembers assigned and at least one of them would attend each meeting throughout the school year.

PUBLIC COMMENTS: None. No public in attendance or online.

PUBLIC HEARINGS: None

REPORTS BY HISTORIC PRESERVATION OFFICER OR STAFF

Nisqually Tribe Outreach

Staff has not been able to connect with anyone from the Nisqually Tribe but will continue to reach out in order to update the Lakewood Touring Map and website.

Clover Park School District Outreach

The meetings with the Clover Park School District have been delayed. Staff will continue to reach out to them and update LHAB members when progress is made.

Lakewood Touring Map Update

There has been no update to the Lakewood Touring Map as staff continue to reach out to the Nisqually Tribe and Clover Park School District. Mr. Glen Speith, Chair suggested a date should be set to have a final viewing of the draft and send to print before spring 2023.

UNFINISHED BUSINESS

Review of Joint Council Meeting on September 26, 2022

Mr. Kubitza reviewed with members the comments received from Council members such as the updated tree preservation code includes an update that will allow LHAB to designate heritage trees; Potential designation of the Lake Steilacoom Dam was discussed and suggested to be added to the 2023 Work Plan; Bridgeport Way SW street signage has both a green required sign and a brown historical sign which caused some confusion and required clarification; and the Mayor recommended the board look at partnering with the Grave Concerns Association in research and design of a video tour of the Western State Hospital cemeteries.

Update Draft Work Plan

Members were asked to review the list and add any other projects they have interest in. Mr. Spieth, Chair mentioned that he has written a marker for the Chinese Expulsion at the Lakeview Train Station which was located across the street from the Lakeview Post Office and he is very close to getting approval for a community designation on the Lakewood Theater; these designations could be added to the 2023 Work Plan.

Mr. Kubitza encouraged members to contact him individually prior to the January Council meeting if additional ideas to add came to mind.

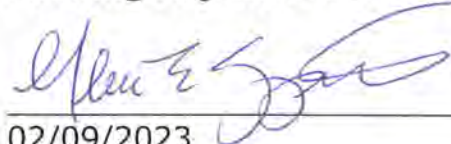
NEW BUSINESS

November and December Changes to Meeting Dates

The November and December meetings have been tentatively cancelled. Staff will request a meeting if something important comes up during the next couple of months to see if interest/need in meeting is made.

Next Regular Meeting would be held Thursday, January 26, 2023 at 6:00 p.m.

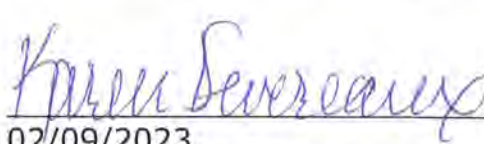
Meeting Adjourned at 6:35 p.m.



02/09/2023

Glen Spieth, Chair


Landmarks & Heritage Advisory Board



02/09/2023

Karen Devereaux, Recording Secretary

Landmarks & Heritage Advisory Board

	<p>LAKESWOOD'S PROMISE ADVISORY BOARD Thursday, January 5, 2023 In-Person and Zoom Virtual Meeting Lakewood, WA 98499 7:30 am – 8:30 am</p>
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CALL TO ORDER

Ellie Wilson called the meeting to order at 7:32 am

ATTENDANCE

Promise Advisory Members Present: Ellie Wilson, Joyce Loveday, Wanda Elder, Michele Johnson, Ron Banner and Mary Dodsworth, Megan Dempsey, Kerri Pedrick, Mary Dodsworth, Julie White

Promise Advisory Members Absent: Kyle Manglona

City Council Liaison: Mary Moss, Deputy Mayor

Youth Council Liaison: Cynthia Rodriguez, Hank Jones, Fatima Hernandez, Alli Laska

Staff Present: Shannon Bennett

Guest Presenter: None

Guest: None

PUBLIC COMMENT

None

MEETING MINUTES

Julie White moved to approve the December 1, 2022 meeting minutes. Wanda Elder seconded the motions respectively. MPU.

NEW BUSINESS

Kerri recommended LPAB focus summer jobs and intern opportunities for youth considered as LPAB focus in spring and emphasized to the members how important and well received the vendor summit was at last year's youth summit. Potential employers were extremely popular attraction amongst attendees. Mary D. expressed the City has a lot of employment opportunities for youth and the need to come up with a better way to get the word out.

Ellie reminded the members to bring their recommendations for board officers to vote on during the February meeting.

Shannon gave an update on the communication plan ad-hoc committee. Members named and initial orientation meeting set for January 19th, 2022. Purpose of the first meeting will be to provide an

overview of LPAB and decide as a group a set schedule. With the purpose of defining what a successful communication plan includes and creating one that successfully relays the highlights within our community. Kerri recommended we want to change the narrative from negative to positive. We need to ask ourselves what is our point and are we trying to change people's minds and what's our message? Ron suggested we need to examine ourselves and what our barriers are to listening. We need to keep in mind our City's history of being a very diverse community with varied philosophical belief systems that can become barriers to hearing our youth.

Members agreed, effective in February, all board member updates will be sent to Shannon prior to each meeting to allow more planning time during each meeting.

BOARD MEMBER UPDATES

Hank reported The Holiday parade was a huge success and youth council members are excited to find more opportunities to volunteer at City events. Second roundtable event is coming up in February or March. Members are currently working to decide on topic, date and location. Youth Summit planning is progressing. Looking to integrate successful elements from 2022 youth summit and how we can grow the event. This year's event is fostering leadership opportunities and potential within each student. How can we build confidence and instill confidence in our local youth. Harrison Prep students are preparing for the end of year and college application period. Ron Banner

Joyce reported 2023 is proving new hope and new opportunity. CT Link transition has really provided positive results, but there are still some struggles with students accessing student aid resources. Our enrollments are down this quarter, Good work is happening at the institution. Manufacturing programs faculty offered and hosted a workshop in December on sustainable industry 4.0 and develop groups to talk about what's happening in the industry and how systems can be controlled from afar. Learned recently CPTC has been accepted in the next Racial Equity and Leadership Academy (RELA) LA cohort. Will start at Dream Conference in February.

Mary D announced City is approaching MLK celebration. This year's will include resident videos on volunteerism and giving back to the community that will be coming out soon. Thanked CPSD staff for their support of the Christmas parade festivities. Announced quarterly Welcome Walks beginning in January. Walks are free and a great resource for new and existing Lakewood residents to become familiar with local resources.

Megan announced St Claire hospital recently received a national award for being one of the top 148 hospitals in the nation and ranked second in Washington State. Recently received an "A" rating from Leap Frog scores. Increased grade from a D to an A so are making great progress. Hospital capacity is full at 132 patients. She's currently working on a Claudia Thomas grant for the Habitat for Humanity project. Finally, St Claire is starting volunteer program again so refer interested parties to Megan.

Wanda urged members to check on their elderly neighbors during the snowy weather.

Julie announced it's her 5th day performing her duties as Chancellor and reiterated Joyce's announcement that colleges are currently working through CT-link issues related to student access to financial aid resources. Pierce College will be presenting at the Dream Conference. They've recently reshaped the criteria for their tenure process to focus more on student learning and equitable student success, with an emphasis on the BIPOC community. Focusing on teaching strategies, data on student performance, and potential gaps for best serving our BIPOC community. New faculty have

gone through a cohort model learning program focused on all of the elements of tenure. Currently engaged in a project with UWT to streamline transfer pathways from PC to UWT. Currently participating in a national search for two new President and anticipate reviewing applications next week. Finally, a dedication of the gym ceremony for Michele Johnson will be tentatively held on February 11th.

Ron reported January is School Board Recognition month. A Lochburn middle school teacher won middle school Science Teacher of the Year award from WA Science Teachers Association. Custer Elementary received \$2,000 award from Champions for Success for their academic success. Funds are meant for staff to decide on a project for students. Christmas Parade participation was a success with 200+ CPSD staff, students and parents present. CPSD website and social media feature Learning in Motion classroom vignettes to highlight what's happening in classrooms. Winter weather is upon us so be aware of weather alerts as they come out. Wanda complimented Ron for the focus on academics in the last two CPSD publications. Lastly, Ron asked that in the planning and execution of the Youth Summit Lakewood be at the forefront of the messaging.

Kerri gave a big shout out to our CPHS students. CIS is a small and mighty team and is growing this year to better be able to helping students in the housing realm. Brought on a new housing coordinator to work with students and families on housing instabilities. Expanding wellness and social and emotional learning support this year. Partnership with Joshua Chambers and Kiara Holden. Small groups with elementary, middle and high school students starting in February. Finally finished hiring last site coordinator to focus on approving attendance. Already working with principal and staff to develop an implementation plan. Heading into 30th anniversary as an organization. Want to bring community members to celebrate the last 30 years and look ahead to the next 30 years can look like. Kerri announced her acceptance to the National Executive Leadership Development program that includes traveling to four different learning locations throughout the year where the focus will be on learning and growth mindset.

Alli expressed being extremely busy with school and being a member of youth council.

Cynthia announced CPHS completed its first mental health training course. Sophomores, juniors and seniors were invited to participate in three training sessions focused on identifying warning signs for friends having mental health challenges and how to approach the issue.

Ellie announced the Claudia Thomas fundraising efforts are approaching \$90k of their \$100k goal.

ADJOURN

Ellie Wilson adjourned the meeting at 8:31 am.



Prepared by: Shannon Bennett, Human Services Coordinator



Date:



Ellie Wilson, Chair



Date



**PLANNING COMMISSION
MEETING MINUTES
January 18, 2023
Hybrid In-Person/Virtual Meeting via ZOOM
6000 Main Street SW, Lakewood, WA 98499**

Call to Order

Mr. Don Daniels, Chair called the hybrid ZOOM meeting to order at 6:35 p.m.

Roll Call

Planning Commission Members Present: Don Daniels, Chair; Ryan Pearson, Vice-Chair; Paul Wagemann, and Brian Parsons

Planning Commission Members Excused: Phillip Combs, Linn Larsen and Robert Estrada

Commission Members Absent: None

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

Council Liaison: Paul Bocchi (present)

Approval of Minutes

The minutes of the meeting held on December 7, 2022 were approved as written by voice vote M/S/C Wagemann/Parsons. The motion carried unanimously, 4-0.

The minutes of the meeting held on January 4, 2023 were approved as written by voice vote M/S/C Parsons/Pearson. The motion carried unanimously, 4-0.

Agenda Updates None

Public Comments No participants were online or in person wishing to comment.

Public Hearings None

Unfinished Business None

New Business

2024 Comprehensive Plan Periodic Review Process – Utilities and Public Services

Ms. Tiffany Speir introduced the next topic, utilities and public services, in the series of Planning Commission baseline discussions about the 2024 Comprehensive Plan Periodic Review (24CPPR) process.

Utilities include, but are not limited to sanitary sewer systems, water lines, fire suppression, electrical lines, telecommunication lines, and natural gas lines. The GMA requires that the utilities element is consistent with relevant Countywide Planning Policies and RCW 36.70A.070(4). Lakewood does not own the sewer, water, or power utilities that serve Lakewood; the 24CPPR will require engagement with the providers to ensure that goals and policies are up to date and accurate.

The Comprehensive Plan's Public Services element includes a wide range of topics from emergency services to education and community engagement.

Ms. Tiffany Speir introduced guest speakers Ms. Joyce Loveday, Clover Park Technical College; Mr. Randy Black, Lakewood Water District; and Ms. LaTasha Wortham, Tacoma Public Utilities, each of whom provided information regarding their respective organization's role in

partnership with the City. Commissioners were actively engaged in asking questions during each providers presentation.

Report from Council Liaison

Councilmember Paul Bocchi updated commissioners on the following topics:

- Councilmember Paul Bocchi was assigned as liaison to the Planning Commission for 2023.
- The Lakewood City Council has received 12 qualified candidate applications to fill its Position 6 after the seat was vacated by Councilmember Linda Farmer at the end of December 2022. At next Monday's study session City Council will discuss interview questions for the selection process.
- Councilmember Paul Bocchi was selected as Lakewood's 2023 representative and Councilmember Mike Brandstetter has been chosen as alternate representative to SHAAP.
- The City Council approved the work plan and public participation program for the 24CPPR process.

Reports from Commission Members and Staff

Ms. Speir queried if the commissioners would be available for a third meeting in May on Wednesday, May 31st.

February 1: Utilities & Public Services Part 2; Land Use & Maps
February 15: Community Character & Urban Design; Racially Disparate Impacts & Equality Analysis of all Elements
March 1: Updated Housing Needs Assessment; Racial Disparate Impacts & Equality Analysis of all Elements

The Next Regular Meeting would be held as a hybrid in-person/ZOOM meeting on Wednesday, February 1, 2023.

Meeting Adjourned at 8:02 p.m.

Don Daniels FOR

Don Daniels, Chair
Planning Commission 02/01/2023

Karen Devereaux

Karen Devereaux, Recording Secretary
Planning Commission 02/01/2023

REQUEST FOR COUNCIL ACTION

**DATE ACTION IS
REQUESTED:**

February 21, 2023

TITLE: This is the date for a
public hearing on the
disposal of surplus vehicle

TYPE OF ACTION:

___ ORDINANCE

REVIEW:

February 6, 2023

ATTACHMENTS:

___ RESOLUTION

___ MOTION NO.

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

RECOMMENDATION: It is recommended that the City Council conduct a public hearing to hear public comment/testimony on the proposed disposal through surplus of vehicle 42221, a boom truck formerly used to maintain the City of Lakewood's traffic signal system.

DISCUSSION: Truck 42221 was purchased in August 2015 for use by City forces to maintain the City's traffic signals. In 2021 the City contracted with Pierce County Planning and Public Works under a pilot program to maintain all city traffic signals. The pilot program proved effective and the City now utilizes Pierce County for all signal maintenance work. Truck 42221 no longer is needed for City work and Pierce County desires to acquire the vehicle for maintenance of our signals and others.

Per RCW 39.33.010, any municipality or political subdivision can sell, transfer, exchange, lease, or otherwise dispose of real or personal property to other governmental entities..."on such terms and conditions as may be mutually agreed upon". RCW 43.09.210 requires local governments receive the "true and full value" for all property transferred to another governmental entity. The value of the truck has been agreed upon between the City of Lakewood and Pierce County after review by the original salesman who sold the vehicle to the City. The value was estimated between \$110,000 and \$125,000. Based on the low mileage and condition, both parties agreed to a value of \$125,000. The initial purchase price was \$178,637.07.

ALTERNATIVES: Should the City not surplus to Pierce County, the vehicle could be sold at auction, however it is likely this will result in less value to the City.

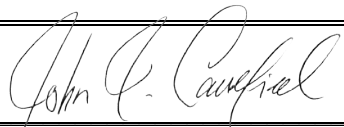
FISCAL IMPACT: \$125,000 for the vehicle will be returned to the City's fleet fund.

Paul A. Bucich

Prepared by

Paul A. Bucich

Department Director


City Manager Review

REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: February 21, 2023	TITLE: Resolution consenting to a transfer of control of franchise.	TYPE OF ACTION: _ ORDINANCE <u>X</u> RESOLUTION NO. 2023-04 _ MOTION _ OTHER
REVIEW:	ATTACHMENTS: Resolution	

SUBMITTED BY: Heidi Ann Wachter, City Attorney

RECOMMENDATION: It is recommended that the City Council adopt a Resolution consenting to a transfer of control of franchise with Rainier Connect North, LLC, which operates as a subsidiary of Mashell, Inc. to Alphabost Purchaser, LLC.

DISCUSSION: In April 2020, the Click! Network, an operating entity of Tacoma Public Utilities transferred control to Rainier Connect North, LLC. Currently, Rainier connect operates as a subsidiary of Mashell, Inc. The City is asked to approve a proposed transfer of control to Alphabost Purchaser, LLC.

This transfer of control results in Rainier Connect North, LLC becoming an indirect subsidiary of Alphabost Purchaser, LLC. The transaction does not result in changes in operations of Rainier Connect, North, with whom the City has a franchise.

Ordinance 343, adopted in May 2004, grants an exclusive franchise to Department of Public Utilities, Light Division Click! Network, for ten years with two five year extensions, for a total of twenty years, which brings the franchise to expiration in just over one year. When control transferred, the controlling entity stepped into the terms of the existing agreement.

Because the change in control proposes no changes in operations, negotiations for a next franchise agreement will likely be with the local Rainier Connect, North leadership. Given the timing, such negotiations will begin sometime in the second quarter of this year.

ALTERNATIVE(S): The City Council could choose to take no action. If the City Council does not take action within 120 days of the date of the application, the transfer is deemed approved.

FISCAL IMPACT: There is no fiscal impact.

Heidi Ann Wachter, City Attorney

Prepared by

Department Director


City Manager Review

RESOLUTION NO. 2023-04

A RESOLUTION of the City Council of the City of Lakewood, Washington, consenting to a transfer of control of franchise.

WHEREAS, Rainier Connect North, LLC (“Franchisee”) currently holds a cable television franchise (“Franchise”) granted by the City of Lakewood (“Municipality”) authorizing Franchisee to own and operate a cable television system to the Municipality; and

WHEREAS, Pursuant to the terms of an Agreement and Plan of Merger, dated December 6, 2022, “Agreement) by and among Alphabost Purchaser, LLC (“Transferee”), Mashell, Inc. (“Transferor”), Alphabost Merger Sub, LLC (“Merger Sub”), and Brian Haynes (as Shareholder Representative), Merger Sub will merge with an into Transferor with Transferor continuing as the surviving entity. As a result of the Transaction, Transferor will be a direct, wholly-owned subsidiary of Transferee, and Franchisee will be an indirect, wholly-owned subsidiary of Transferee. Other than the transfer control of Franchisee, the Franchise and all duties, rights and responsibilities, pertaining to the operation of the cable television system pursuant to the Franchise, will continue unchanged in full force and effect; and

WHEREAS, Transferor, Franchisee, and Transferee requested that Municipality consent, to the extent required, to the Transaction as described in the FCC For 394 (Application for Franchise Authority Consent to Transfer of Control of Cable Television Franchise) filed with Municipality (“394 Application”); and

WHEREAS, Municipality has reviewed the 394 Application, and will consent to the transfer of control as described in the 394 Application.

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

Section 1. The City of Lakewood consents to the transaction resulting of control of Franchisee and its Franchise.

Section 2. The City of Lakewood confirms the Franchise is valid and in full force and effect.

Section 3. The City Manager is authorized to enter into, execute, and deliver on behalf of the City of Lakewood this consent, along with other documents as may be necessary evidencing this Resolution without further action by this governing body.

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

PASSED by the City Council this 21st day of February, 2023.

CITY OF LAKEWOOD

Attest:

Jason Whalen, Mayor

Briana Schumacher, City Clerk

Approved as to form:

Heidi Ann Wachter City Attorney

FCC 394

**APPLICATION FOR FRANCHISE AUTHORITY
CONSENT TO ASSIGNMENT OR TRANSFER OF CONTROL
OF CABLE TELEVISION FRANCHISE**

SECTION I. GENERAL INFORMATION

FOR FRANCHISE AUTHORITY USE ONLY

DATE	19-Jan-23	1. Community Unit Identification Number:	WA0586
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2. Application for: ☐ Assignment of Franchise ☒ Transfer of Control

3. Franchising Authority: City of Lakewood, Washington	
4. Identify community where the system/franchise that is the subject of the assignment or transfer of control is located: City of Lakewood, Washington	
5. Date system was acquired or (for system's constructed by the transferor/assignor) the date on which service was provided to the first subscriber in the franchise area:	4/1/2020
6. Proposed effective date of closing of the transaction assigning or transferring ownership of the system to transferee/assignee:	As soon as the necessary regulatory approvals are obtained. Parties anticipate closing in Q4 2023.

7. Attach as an Exhibit a schedule of any and all additional information or material filed with this application that is identified in the franchise as required to be provided to the franchising authority when requesting its approval of the type of transaction that is the subject of this application.

Exhibit No.
1.7

PART I - TRANSFEROR/ASSIGNOR

1. Indicate the name, mailing address, and telephone number of the transferor/assignor.

Legal name of Transferor/Assignor (if individual, list last name first) Mashell, Inc.			
Assumed name used for doing business (if any)			
Mailing street address or P.O. Box 2516 S HOLGATE STREET			
City Tacoma	State WA	ZIP Code 98402	Telephone No. (include area code) (360) 832-4130

2.(a) Attach as an Exhibit a copy of the contract or agreement that provides for the assignment or transfer of control (including any exhibits or schedules thereto necessary in order to understand the terms thereof). If there is only an oral agreement, reduce the terms to writing and attach. (Confidential trade, business, pricing or marketing information, or other information not otherwise publicly available, may be redacted).

Exhibit No.
1.1.2(a)

(b) Does the contract submitted in response to (a) above embody the full and complete agreement between the transferor/assignor and the transferee/assignee?

☐ Yes ☒ No

If No, explain in an Exhibit.

Exhibit No.
1.1.2(b)

PART II - TRANSFEREE/ASSIGNEE

1.(a) Indicate the name, mailing address, and telephone number of the transferee/assignee.

Legal name of Transferee/Assignee (if individual, list last name first)			
Alphaboostr Purchaser, LLC			
Assumed name used for doing business (if any)			
Mailing street address or P.O. Box			
1 Rockefeller Plaza, 11th Floor			
City	State	ZIP Code	Telephone No. (include area code)
New York	NY	10020	929 562 2921

(b) Indicate the name, mailing address, and telephone number of person to contact, if other than transferee/assignee.

Name of contact person (list last name first)			
See Exhibit I.II.1(c)			
Firm or company name (if any)			
Mailing street address or P.O. Box			
City	State	ZIP Code	Telephone No. (include area code)

(c) Attach as an Exhibit the name, mailing address, and telephone number of each additional person who should be contacted, if any.

Exhibit No. I.II.1(c)

(d) Indicate the address where the system's records will be maintained.

Street address		
2516 S HOLGATE ST		
City	State	ZIP Code
Tacoma	WA	98402

2. Indicate on an attached exhibit any plans to change the current terms and conditions of service and operations of the system as a consequence of the transaction for which approval is sought.

Exhibit No. I.II.2

SECTION II. TRANSFEREE'S/ASSIGNEE'S LEGAL QUALIFICATIONS

1. Transferee/Assignee is:

<input type="checkbox"/> Corporation	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">a. Jurisdiction of incorporation:</td> <td rowspan="3" style="width: 50%; vertical-align: top;">d. Name and address of registered agent in jurisdiction:</td> </tr> <tr> <td>b. Date of incorporation:</td> </tr> <tr> <td>c. For profit or not-for-profit:</td> </tr> </table>	a. Jurisdiction of incorporation:	d. Name and address of registered agent in jurisdiction:	b. Date of incorporation:	c. For profit or not-for-profit:
a. Jurisdiction of incorporation:	d. Name and address of registered agent in jurisdiction:				
b. Date of incorporation:					
c. For profit or not-for-profit:					
<input type="checkbox"/> Limited Partnership	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">a. Jurisdiction in which formed:</td> <td rowspan="2" style="width: 50%; vertical-align: top;">c. Name and address of registered agent in jurisdiction:</td> </tr> <tr> <td>b. Date of formation:</td> </tr> </table>	a. Jurisdiction in which formed:	c. Name and address of registered agent in jurisdiction:	b. Date of formation:	
a. Jurisdiction in which formed:	c. Name and address of registered agent in jurisdiction:				
b. Date of formation:					
<input type="checkbox"/> General Partnership	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">a. Jurisdiction whose laws govern formation:</td> <td style="width: 50%;">b. Date of formation:</td> </tr> </table>	a. Jurisdiction whose laws govern formation:	b. Date of formation:		
a. Jurisdiction whose laws govern formation:	b. Date of formation:				
<input type="checkbox"/> Individual					
<input checked="" type="checkbox"/> Other. Describe in an Exhibit.					

Exhibit No. II.1

2. List the transferee/assignee, and, if the transferee/assignee is not a natural person, each of its officers, directors, stockholders beneficially holding more than 5% of the outstanding voting shares, general partners, and limited partners holding an equity interest of more than 5%. Use only one column for each individual or entity. Attach additional pages if necessary. (Read carefully - the lettered items below refer to corresponding lines in the following table.)

(a) Name, residence, occupation or principal business, and principal place of business. (If other than an individual, also show name, address and citizenship of natural person authorized to vote the voting securities of the applicant that it holds.) List the applicant first, officers, next, then directors and, thereafter, remaining stockholders and/or partners.

(b) Citizenship.

(c) Relationship to the transferee/assignee (e.g., officer, director, etc.).

(d) Number of shares or nature of partnership interest.

(e) Number of votes.

(f) Percentage of votes.

(a)		
See Exhibit II.2		
(b)		
(c)		
(d)		
(e)		
(f)		

3. If the applicant is a corporation or a limited partnership, is the transferee/assignee formed under the laws of, or duly qualified to transact business in, the State or other jurisdiction in which the system operates?

☐ Yes ☒ No

If the answer is No, explain in an Exhibit.

Exhibit No.
II.3

4. Has the transferee/assignee had any interest in or in connection with an applicant which has been dismissed or denied by any franchise authority?

☐ Yes ☒ No

If the answer is Yes, describe circumstances in an Exhibit.

Exhibit No.
N/A

5. Has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the transferee/assignee in a civil, criminal or administrative proceeding, brought under the provisions of any law or regulation related to the following: any felony; revocation, suspension or involuntary transfer of any authorization (including cable franchises) to provide video programming services; mass media related antitrust or unfair competition; fraudulent statements to another government unit; or employment discrimination?

☐ Yes ☒ No

If the answer is Yes, attach as an Exhibit a full description of the persons and matter(s) involved, including an identification of any court or administrative body and any proceeding (by dates and file numbers, if applicable), and the disposition of such proceeding.

Exhibit No.
N/A

6. Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights with respect to any attributable interest as described in Question 2 (including, but not limited to, non-voting stock interests, beneficial stock ownership interests, options, warrants, debentures)?

☐ Yes ☒ No

If Yes, provide particulars in an Exhibit.

Exhibit No.
N/A

7. Do documents, instruments, agreements or understandings for the pledge of stock of the transferee/assignee, as security for loans or contractual performance, provide that: (a) voting rights will remain with the applicant, even in the event of default on the obligation; (b) in the event of default, there will be either a private or public sale of the stock; and (c) prior to the exercise of any ownership rights by a purchaser at a sale described in (b), any prior consent of the FCC and/or of the franchising authority, if required pursuant to federal, state or local law or pursuant to the terms of the franchise agreement will be obtained?

☐ Yes ☒ No

If No, attach as an Exhibit a full explanation.

Exhibit No.
II.7

SECTION III. TRANSFEE/ASSIGNEE'S FINANCIAL QUALIFICATIONS

1. The transferee/assignee certifies that it has sufficient net liquid assets on hand or available from committed resources to consummate the transaction and operate the facilities for three months.
2. Attach as an Exhibit the most recent financial statements, prepared in accordance with generally accepted accounting principals, including a balance sheet and income statement for at least one full year, for the transferee/assignee or parent entity that has been prepared in the ordinary course of business, if any such financial statements are routinely prepared. Such statements, if not otherwise publicly available, may be marked CONFIDENTIAL and will be maintained as confidential by the franchise authority and its agents to the extent permissible under local law.

☒ Yes ☐ No

Exhibit No.
III.2

SECTION IV. TRANSFEE/ASSIGNEE'S TECHNICAL QUALIFICATIONS

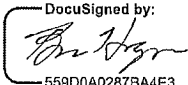
Set forth in an Exhibit a narrative account of the transferee's/assignee's technical qualifications, experience and expertise regarding cable television systems, including, but not limited to, summary information about appropriate management personnel that will be involved in the system's management and operations. The transferee/assignee may, but need not, list a representative sample of cable systems currently or formerly owned or operated.

Exhibit No.
IV

SECTION V - CERTIFICATIONS

Part I - Transferor/Assignor

All the statements made in the application and attached exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature  559D0A0287BA4E3...
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Date January 17, 2023 10:13 AM PST
	Print full name Brian Haynes
Check appropriate classification: <div style="display: flex; justify-content: space-around; align-items: flex-end;"> <div style="text-align: center;"><input type="checkbox"/> Individual</div> <div style="text-align: center;"><input type="checkbox"/> General Partner</div> <div style="text-align: center;"><input type="checkbox"/> Corporate Officer (Indicate Title)</div> <div style="text-align: center;"><input checked="" type="checkbox"/> Other. Explain: CEO</div> </div>	

Part II - Transferee/Assignee

All the statements made in the application and attached Exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

The transferee/assignee certifies that he/she:

- (a) Has a current copy of the FCC's Rules governing cable television systems.
- (b) Has a current copy of the franchise that is the subject of this application, and of any applicable state laws or local ordinances and related regulations.
- (c) Will use its best efforts to comply with the terms of the franchise and applicable state laws or local ordinances and related regulations, and to effect changes, as promptly as practicable, in the operation system, if any changes are necessary to cure any violations thereof or defaults thereunder presently in effect or ongoing.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Date
	Print full name
Check appropriate classification: <div style="display: flex; justify-content: space-around; align-items: flex-end;"> <div style="text-align: center;"><input type="checkbox"/> Individual</div> <div style="text-align: center;"><input type="checkbox"/> General Partner</div> <div style="text-align: center;"><input type="checkbox"/> Corporate Officer (Indicate Title)</div> <div style="text-align: center;"><input checked="" type="checkbox"/> Other. Explain: Authorized Representative</div> </div>	

SECTION V - CERTIFICATIONS

Part I - Transferor/Assignor

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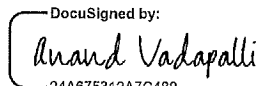
I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Date
	Print full name Brian Haynes
Check appropriate classification:	
<input type="checkbox"/> Individual	<input type="checkbox"/> General Partner
<input type="checkbox"/> Corporate Officer (Indicate Title)	<input checked="" type="checkbox"/> Other. Explain: CEO

Part II - Transferee/Assignee

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- (c) Will use its best efforts to comply with the terms of the franchise and applicable state laws or local ordinances and related regulations, and to effect changes, as promptly as practicable, in the operation system, if any changes are necessary to cure any violations thereof or defaults thereunder presently in effect or ongoing.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature DocuSigned by:  24A675312A7C489...
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Date January 19, 2023 12:37 PM EST
	Print full name Anand Vadapalli
Check appropriate classification:	
<input type="checkbox"/> Individual	<input type="checkbox"/> General Partner
<input type="checkbox"/> Corporate Officer (Indicate Title)	<input checked="" type="checkbox"/> Other. Explain: Authorized Representative



TO: City Council

FROM: Tiffany Speir, Long Range & Strategic Planning Manager

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

DATE: February 21, 2023

SUBJECT: American Rescue Plan Act (ARPA)

ATTACHMENTS: Draft contract with LIHI for Aspen Court Supportive Services
(Attachment A); Information from Tacomaprobono regarding need
for continued Lakewood eviction prevention services (Attachment B)

As of February 6, 2023, the City Council has obligated ARPA funds to the projects and programs shown below. An estimated \$1.78 million in ARPA funds remain to be obligated by the City Council before 12/31/24.

Recipient/Subrecipient	Project Name
Career Team (CSAB 1%)	Workforce Training
Clover Park School District (CSAB 1%)	Youth Mental Health Services
Low Income Housing Institute (LIHI)	Contribution to Purchase of Comfort Inn/Aspen Court as Enhanced Shelter
Habitat for Humanity	Infrastructure for Boat St. Housing
Rebuilding Together South Sound	Rebuilding a Healthy Neighborhood Program
Communities in Schools Lakewood	Warriors of Change Teen Leadership Development Program
Pierce County	Contribution to Pierce County BIPOC Business Accelerator Program
Boys & Girls Club	Teen Late Nights, Teen Mental Health First Aid, Talk Saves Lives
NW Youth Corps	Youth Employment Program
Tacomaprobono	Lakewood Housing Justice Project Eviction Prevention Legal Services
West Pierce Fire & Rescue	Update WPFR Operations Center; purchase of HAM radios; translation of emergency messages into other languages
YMCA**	Little learners/early learning, leaders in training/teen workforce development; Y on the Fly; before/after school childcare; summer day camp; water safety/swimming lessons; youth sports; gymnastics; direct costs.
Emergency Food Network	Construct a second food storage warehouse at its Monte Vista location.
Nourish Pierce County	Purchase and renovate a building in Lakewood that would house a food bank as well as supportive services for clients.
Tacoma Rescue Mission	<i>Provided funding for Phase 1 secured, support Pierce County Village, a project to place chronically homeless, including veterans, in permanent supportive housing.</i>
LASA	<i>Authorizing \$1 million for the LASA Gravelly Lake Commons affordable housing project, provided that the project is fully funded and the City Council approves disbursement of ARPA funds by Resolution.</i>
City of Lakewood	HR Temporary Staffing for COVID-19 Tracing
	LPD Retention Bonus
	LPD Body Cameras - hardware and personnel
	HVAC Cooler System Replacement at City Hall
	City Reader Boards
	Municipal Court Technology
	City Hall Reconfiguration Study Phase 1
	Handwashing Stations at City Parks w no Bathrooms
	City website translation to multiple languages

** YMCA has amended its '23 ARPA programs based on its operations and the number of youth enrolled in programs.

At the December 5, 2022 meeting, the City Council directed staff to provide a list of City recommended internal projects or programs for the remaining ARPA funds. This list is included in the table below. The table also includes several recommendations to fund non-City projects that have been of particular benefit to Lakewood residents.

Project/Program	Description	Funding
Internal		
LPD Body Worn Camera Associate City Attorney and PRA/Legal Specialist for 2025-2026	Continuation of the staffing to administer the public records functions needed for the body worn camera footage through December 31, 2026.	\$324,330 total
Camp Murray/American Lake Boat Launch Project	Planning annexation of, or a long term lease of, the Camp Murray boat launch property is needed for the City to qualify for grants to improve it. The project would expand the footprint to support public access, launching use and parking. (WSFW doesn't pay anything for the lease and is not reimbursed for their management. Need to include development costs and future M&O costs. Planning efforts would also include identifying any WPFR and Police upgrade needs for their boathouse.)	\$50,000
New Lakewood Senior Activity Center Tenant Improvements	Once a new location is identified for the City's Senior Activity Center, tenant improvements will be required.	\$TBD
Dolly Parton Imagination Library Support	Clover Park School District, Pierce County Libraries, and community organizations (e.g., the Rotary Club) would take the lead in establishing a Dolly Parton Imagination Library in Lakewood. The City would provide secondary financial support.	\$TBD
External		
LIHI Supportive Services at Aspen Court	Cover costs for supportive services provided to Lakewood referrals to Aspen Court between November, 2021 and December 31, 2023. Information is included in Attachment A .	'21-'22 Services: \$144,202.18 '23 Services: up to \$181,797.82
Tacomaprobono (TPB) Eviction Prevention Services 2024-2026	This project would continue funding TPB's work providing eviction protection legal assistance to Lakewood residents from January 1, 2024 through December 31, 2026. Information is included in Attachment B.	\$675,000 total ((\$225,000 per year for 3 years)

Springbrook Connections Support for 2023	<p>Fund cost of office space and operational support at the Center Force Building. Fund rent and utilities, program supplies and staffing for ongoing community outreach and referral services; mailboxes for homeless individuals; and monthly meetings and annual programs managed and maintained by the Springbrook Connections organization. Programs include free community meals, ongoing access to free resources (clothes, baby supplies, food), summer youth programs, community garden and seasonal events.</p> <p>In order to qualify as a family resource provider eligible for funding through Pierce County, Springbrook Connections needs to operate through 2023 without County funds.</p>	\$50,000 total
TOTAL		\$1,425,330 + up to \$355,460 for \$TBD items

ATTACHMENT A
LIHI Contract for Supportive Services at Aspen Court

In September 2021, the City Council adopted Ordinance 759 that authorized \$1 million of ARPA funding to go to LIHI for the purchase of Comfort Inn, which has since been renamed Aspen Court. Under the purchase contract with LIHI, \$700,000 of the \$1 million was provided as a bridge loan until LIHI secured other state funding. In October 2022, LIHI returned the \$700,000 to Lakewood.

Since Aspen Court opened and through December 31, 2023, it is operating as an emergency shelter with supportive services. 12 beds were reserved for Lakewood referrals as part of the purchase contract for the period through December 31, 2023 – these beds have been occupied by Lakewood referrals almost 100% of the time. As of February 2, 2023, three successful move-outs of Lakewood referrals had happened and 1 bed was available, although this would be quickly filled.

The attached draft contract with LIHI totals \$326,000 for providing supportive services to Lakewood referrals between November 2021 and December 2023. After the return of the \$700,000 bridge loan, this would result in a net \$374,000 remaining from the original funding awarded to LIHI that can now be reallocated to other ARPA-eligible activities.

Per the contract's Scope of Work, "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." In addition, "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."

The draft contract with LIHI for supportive services follows.

CITY OF LAKEWOOD
American Rescue Plan Act (ARPA)
State and Local Fiscal Recovery Funds (CSLFRF)
SUBAWARD NO. 2023-__ (Number to be assigned by City)

City of Lakewood, WA Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) Award

Federal Award Identification: OMB Approval No. 1505-0271 / ST 9045

Unique Entity Identifier: 91-1698185

Federal Awarding Agency: US Department of the Treasury

Assistance Listing Number and Title: 21.027

THE AWARD IN THIS AGREEMENT FOR SERVICES IS A SUBAWARD OF ARPA CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (CSLFRF) FUNDS; THE SUBRECIPIENT IS SUBJECT TO ANY AND ALL COMPLIANCE REQUIREMENTS AND REPORTING REQUIREMENTS FOR USE OF AND FOR EXPENDITURES OF CSLFRF FUNDS. See Exhibit E, City of Lakewood ARPA Notice of Grant Award (OMB Approved No. 1505-0271 / ST9045).

THIS AGREEMENT is entered into this ____ day of _____, 2023, by and between the City of Lakewood, Washington, a code city duly organized and existing pursuant to laws of the State of Washington, hereinafter referred to as the “City” and **Low Income Housing Institute (LIHI)**, hereinafter referred to as the “Subrecipient” or “Agency” or “Contractor.”

Subrecipient/Contractor Address: 1253 South Jackson St., Suite A, Seattle, WA 98144

UEI No.: L4SXL8LYSKU1 Unique Entity Identifier required. Administered at www.sam.gov

SAM.GOV. No: 38ML2

WHEREAS, the City has determined the need to have certain services performed for its citizens; and,

WHEREAS, the City desires to have the Subrecipient perform such services pursuant to certain terms and conditions, now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope of Services to be performed by Agency. **The Subrecipient shall perform those services described on “Exhibit A,” attached hereto and incorporated herein by this reference.** In performing such services, the Subrecipient shall at all times comply with all Federal, State, and local statutes, ordinances and rules applicable to the performance of such services and the handling of any funds used in connection therewith. The Subrecipient shall request, in writing, prior approval from the City whenever the Subrecipient desires to amend the scope of services.

2. Identified Community Support. In order to recognize the participation and involvement of the City in the funding of this Agreement, and to insure that those people who benefit from the activities and services of the Subrecipient are aware of the City’s involvement, the Subrecipient shall, when possible, include the words “*funded in part by the City of Lakewood*” on flyers, pamphlets, brochures, advertisements, annual reports or other printed information prepared by or for the Subrecipient advertising or promoting the activities and

services of the Subrecipient pertaining to the particular program funded by the City. Such advertisements shall be filed with the City of Lakewood Parks, Recreation and Community Services Department, Human Services Division.

3. Compensation and Methods of Payment. **The City shall provide ARPA funding to the Subrecipient for services rendered as set forth on “Exhibit B,”** attached hereto and incorporated herein by this reference. Compensation shall be paid by the City following receipt of a properly completed ARPA invoice and any needed accompanying and supporting documentation. Invoices submitted with all needed accompanying information will be paid within 30 business days by the City.

The requests for such payment shall be processed for payment by the City in the normal course after that date, in accordance with the terms hereof. Any/all requests for reimbursement shall not exceed the proportionate amount of contracted outputs identified and set forth on “Exhibit B.”

4. Subrecipient Budget. The Subrecipient shall apply the funds received under this Agreement with the maximum limits set forth in this Contract solely to the services specified in Paragraph 1, above, and according to the approved budget of the Agency. Prior approval from the City is required whenever the Subrecipient desires to amend its budget by transferring funds among the budget categories.

5. Duration of Contract. **This Contract shall be in full force and effect for a period commencing on the date of execution and ending on the 31st day of December, 2023,** unless sooner terminated under the provisions hereinafter specified. **This contract will encompass services and reimbursement for the period of November 1, 2021 through December 31, 2023.**

6. Independent Contractor. The Subrecipient and City agree that the Subrecipient is an independent contractor with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Subrecipient nor any employee of the Subrecipient shall be entitled to any benefits accorded City employees by virtue of the services provided under this Contract. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security payments or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Agency, or any other employee of the Agency.

7. Indemnification and Defense. The Subrecipient shall defend and indemnify, and hold harmless the City, its agents and employees, from and against any and all liability arising from injury or death to persons or omissions of the Agency, its agents, servants, officers or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the City, or its agents or employees caused or contributed thereto. In the event that the City shall elect to defend itself against any claim or suit arising from such injury, death or damage, the Subrecipient shall, in addition to indemnifying and holding the City harmless from any liability, indemnify the City for any and all expense incurred by the City in defending such claim or suit, including attorney’s fees.

8. Insurance.

A. The Subrecipient shall procure and maintain in full force throughout the duration of the Contract commercial comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence combined single limit and \$2,000,000.00 in the aggregate for personal injury and property damage and non-owned automobile. The said policy shall name the City as an additional named insured on the insurance policies, and **A COPY OF THE ENDORSEMENT NAMING THE CITY AS AN ADDITIONAL INSURED SHALL BE ATTACHED TO THE CERTIFICATE OF INSURANCE.**

B. In addition to the insurance provided for in Paragraph A above, the Subrecipient shall maintain or insure that its professional employees or contractors maintain professional liability insurance in the event that services delivered pursuant to this Contract, either directly or indirectly, involve providing professional services. Such professional liability insurance shall be maintained in an amount not less than \$500,000.00 combined single limit per claim and in the aggregate. For the purposes of this paragraph "professional service" shall mean services provided by a physician, licensed psychologist, or other licensed professional.

C. Certificates of coverage as required by Paragraph A and B above shall be delivered to the City within fifteen (15) days of execution of this Contract. Further, it is the responsibility of the Subrecipient to ensure a valid certificate of insurance is in effect at all times throughout the course of this Contract. Requests for reimbursement under this Contract may be withheld until such time as a valid certificate of insurance is provided to the City.

9. Record Keeping and Reporting.

A. **The award in this agreement for services is a subaward of ARPA Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) funds; the SUBRECIPIENT is subject to any and all compliance requirements and reporting requirements for use of and for expenditures of CSLFRF funds. See Exhibit C, Reporting Requirements, and Exhibit E, City of Lakewood ARPA Notice of Grant Award (OMB Approved No. 1505-0271 / ST9045).**

B. The Subrecipient shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Contract and other such records as may be deemed necessary to the City to ensure proper accounting for all funds contributed by the City for the performance of this Contract and compliance with this Contract. The Subrecipient shall notify the City within ten (10) days of any significant change in program personnel.

C. The Subrecipient shall maintain these records for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with Chapter 40.14 RCW and by the City.

D. The Subrecipient shall provide quarterly activity reports to the City containing program goals and outputs. A quarterly Activity report will accompany the quarterly Reimbursement Request and due on the same dates as set forth in Section 3 (Compensation and Methods of Payment). **Payment for services will not be made if output reports are not received by the last day of the following month in which services were provided.**

E. The Subrecipient shall provide a quarterly report to the City containing actual outcomes, indicators and an evaluation of the program. **Payment for services shall not be made if the Quarterly Outcome & Program Evaluation Reports are not received by the dates indicated by the City.**

F. The Agency, at the request of the City, shall make public presentations regarding the program funded by the City. Such presentation shall be prepared in advance and approved by the City.

G. The City of Lakewood places a high priority on collaboration. As such, the Subrecipient shall be asked to provide updates to the City Council on occasion.

10. Audits and Inspections. The records and documents with respect to all matters covered by this Contract shall be subject at all times to inspection, review or audit during the performance of this Contract. The City shall have the right to an annual audit of the Agency's financial statements and condition. In addition, the Subrecipient is subject to an annual site monitor of the systems supporting contracted services and eligible activities. The City shall have the right to an annual inspection of the Agency's data systems for tracking outcome achievement. Areas of default noted during the annual inspection may demand additional site monitoring(s).

11. Termination. The City of Lakewood may suspend or terminate this Agreement in whole or in part for convenience, upon 15 days written notice to the Agency. If the Agency's insurance coverage is canceled for any reason, the City shall have the right to terminate this Contract immediately. If for any reason an Subrecipient does not comply with all aspects of this contract, including mandatory reports, such non-compliance may jeopardize the agency's ability to receive future funding.

Further: This Contract may be terminated upon evidence of the following conditions:

1. Subrecipient is no longer operating: The Contract shall be terminated within 10 days of notification that the Subrecipient is no longer operating and performing the duties identified in "Exhibit A," Scope of Services.
2. Change in Scope of Services: Should the Subrecipient no longer provide services identified in "Exhibit A" Scope of Work, the contract may be terminated for non-performance.
3. Misuse of Public Funds: The Subrecipient cannot produce accurate accounts and records of funds used in the performance of this Contract

12. Discrimination Prohibited. The Subrecipient shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Subrecipient to be provided under this Contract on the basis of race, color, religion, creed, sex, age, national origin, marital status or presence of any sensory, mental or physical handicap.

13. Assignment and Subcontract. The Subrecipient shall not assign or subcontract any portion of the services contemplated by this Contract without the written consent of the City.

14. Entire Agreement. This Contract contains the entire agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

15. Notices. Notices required by terms of this Contract shall be sent to the other party at the following addresses, unless otherwise requested, in writing, by one of the parties hereto:

TO THE CITY

City of Lakewood ARPA Program
ATTN: Tiffany Speir
6000 Main St SW
Lakewood, Washington 98499

TO THE SUBRECIPIENT:

LIHI
ATTN: Sharon Lee, Executive
Director
1253 South Jackson St., Suite A,
Seattle, WA 98144

16. Applicable Law, Venue, Attorney's Fees. This Contract shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Contract, the parties specifically understand and agree that venue shall be properly laid in Pierce County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

17. E-verify. The contractor and any subcontractors shall comply with E-Verify as set forth in Lakewood Municipal Code Chapter 1.42. 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.

IN WITNESS WHEREOF, the parties have executed this Contract on this _____ day of _____, 2023.

SUBRECIPIENT SIGNATURE:

Signature
Sharon Lee, Executive Director

**LAKEWOOD ARPA PROGRAM MANAGER
SIGNATURE:**

Tiffany Speir

**LAKEWOOD CITY ATTORNEY
SIGNATURE:**

Heidi Ann Wachter

**LAKEWOOD CITY MANAGER
SIGNATURE:**

John Caulfield

EXHIBIT A: SCOPE OF SERVICES

Subrecipient: Low Income Housing Institute

Contacts: Sharon Lee, Executive Director (sharonl@lihi.org / 206-443-9935 ext. 1031)

Funds Awarded: \$326,000 total for supportive services provided between November 1, 2021 and December 31, 2023 at Aspen Court for City of Lakewood referrals.

Description of Scope of Services:

More details are included on the following pages.

SERVICES

The Aspen Court 24/7 Enhanced Shelter has a 120-person total capacity and reserves 12 units for City of Lakewood referrals from the date of its opening through December 21, 2023. In addition to separate rooms, the shelter will provide common areas, case management, and other supportive services for individuals who are currently experiencing homelessness. LIHI will provide 24/7 on-site security and operation management.

Incoming Residents:

Residents will consist of individuals currently residing in encampments with a priority for referrals for up to 12 units for the City of Lakewood. "Walk-ins" or "self-referrals" are not allowed. Residents for Lakewood's 12 units will also be accepted through an agency referral process from the City of Lakewood's contracted outreach partners. All residents will come from encampments in the City of Lakewood. No residents in these 12 units will be transferred from another shelter location or other jurisdiction without prior consent of the City of Lakewood. Residents who do not agree to sign and abide by the code of conduct or house rules will not be accepted. Residents on site will meet with case managers to address their barriers to housing with a goal of exiting to permanent and safe housing options.

Standard Operating Procedures:

LIHI will utilize its existing Standard Operating Procedures (SOP) Manual to manage operations at this location. The SOP should include but is not limited to: media relations and response, contact information for site (including expectations for response time), access control, visitors to the site, service provider reporting on mutually-agreed upon metrics, personal storage, food, safety and security, toilet facilities, garbage/recycling, maintenance, emergency response (Police and Fire), resident behavior, weapons and site/area patrols. The updated SOP Manual will be completed and submitted to the City 14 business days after execution of the contract. LIHI will continuously update the Manual as needed and use it for on-site operations. LIHI will submit the revised Manual to the City no less than once per quarter.

LIHI will follow the Center for Disease Control and Prevention (CDC) guidelines for homeless service providers to plan and respond to Coronavirus Disease 19 (COVID-19).

LIHI will operate in accordance with the Pierce County Human Services Homeless Programs (HHP) Operating Policies and Procedures.

LIHI will commit to achieving equity in service delivery, decision-making, community engagement and in eliminating racial inequality. LIHI will undertake efforts to support an integrated system to culturally appropriate services that are equitable, easy to access and navigate, and are available in locations where needs exist.

LIHI staff will be expected to attend and provide updates to the weekly provider coalition meetings as well as City-sponsored emergency shelter meetings.

Establishment of a Community Advisory Committee (CAC):

LIHI is required to establish a CAC consisting of area residents, property owners, business owners and interested stakeholders to address any issues, concerns or questions with regards to

shelter operations on a recurring basis. The frequency and format of the CAC shall be established by the members of the CAC and communicated to the CITY within one month of the CAC's first meeting.

⊕ Staffing Plan

Days	Hours	Position	Qty
M-F	9:00 AM-5:00 PM	Shelter Operations Manager Salary	1
M-F	5:00 PM-1:00 AM	Assistant Manager Salary	1
M-F	9:00 AM-5:00 PM, 5:00 PM-1:00 AM, 1:00 AM-9:00 AM	Shelter Organizers FTE Hourly	6
Sat-Sun	9:00 AM-9:00 PM, 9:00 PM-9:00 AM	Shelter Organizers .60 FTE Hourly	5
		Floating Shelter Organizer .60 FTE Hourly	1
		LIHI Staffing Support .05 FTE Salary	4
		LIHI Staffing Support .12 FTE Salary	1
M-F	9:00 AM – 5:30 PM	Maintenance Salary	1
		Village Projects Manager .05 FTE Hourly	1
M-F	9:00 AM – 5:30 PM	Case Manager FTE Hourly	2
	12:00 PM – 4:00PM	Case Manager .50 FTE Hourly	1
		Supportive Services Manager .05 FTE Salary	3

Funding from this contract will cover ongoing operational costs and staff costs for the positions listed below:

Shelter Operations Manager duties:

- Hire, supervise, and train staff, volunteers, interns and interface with vendors, contractors, consultants, and community members.
- Complete staff evaluations that address performance concerns, set goals with clear performance expectations.
- Provide support and guidance to the Shelter Assistant Manager and Shelter Organizers
- Troubleshoot resident issues, refer issues as appropriate to management, and work in a team approach to determine the best course of action.
- Support the Shelter team in effectively maintaining established policies and programs at the Villages.
- Provide an on-site presence, monitoring the Shelter and surrounding areas. Coordinate activities, staffing and maintenance of the community and dining spaces, the yard, and micro shelter units. Ensure safety and well-being of the villagers. The purpose is to assist with deterring theft, violence, vandalism, illegal activities or infractions of rules and code of conduct.
- Enforce rules and guest policy.
- Assist clients/participants in completing move-in and move-out paperwork.
- Monitor individuals entering and exiting the property. Maintain logs and complete incident reports.
- Provide outreach and info to neighborhood organizations, residents, and the Community Advisory Committee.

- Serve as a LIHI representative at CAC meetings as needed
- Monitor activities and appearance, and perform light-maintenance and janitorial of all common areas, entry, kitchen, community space, bathrooms, grounds and the perimeter of the site.
- Assist in preparing vacant units including light maintenance, cleaning, and coordinating with vendors in a timely manner.
- Maintain inventory of basic supplies and assist in ordering supplies.
- Respond to clients' concerns and questions regarding the program.
- Respond to emergencies on site, being on-call with cell phone and performing grounds checks. Call 911 in case of emergencies such as fire or injuries. Alert LIHI staff and management of incidents, safety concerns and other related issues.
- Work with other staff members, community groups, government entities, volunteers and future residents on community notification, tours and community outreach.
- Obtain and respond to input and feedback from residents, oversee inspection and upkeep of tiny houses and other structures and evaluate habitability and quality of life.
- Organize training for staff and residents on domestic violence, mental health, hoarding, self-help, and other areas.

Assistant Manager duties:

- Provide an on-site presence, monitoring the Enhanced Shelter and surrounding areas. Ensure safety and well-being of the clients. The purpose is to assist with deterring theft, violence, vandalism, illegal activities or infractions of rules and code of conduct.
- Enforce rules and guest policy.
- Assist clients/participants in completing move-in and move-out paperwork.
- Monitor individuals entering and exiting the property. Maintain logs and complete incident reports. Answer questions, phone inquiries, and screen calls as needed.
- Monitor activities and appearance, and perform light-maintenance and janitorial of all common areas, entry, kitchen, community space, bathrooms, grounds and the perimeter of the site. Respond to emergencies on site with both maintenance and tenant issues.
- Assist in preparing vacant units including light maintenance and cleaning.
- Maintain inventory of basic supplies and assist in ordering supplies.
- Respond to emergencies on site, being on-call with cell phone and performing grounds checks. Call 911 in case of emergencies such as fire or injuries. Alert LIHI staff and management of incidents, safety concerns and other related issues.
- Obtain and respond to input and feedback from clients, oversee inspection and upkeep of units and other structures and evaluate habitability and quality of life.
- Perform other responsibilities as assigned.

Shelter Organizer duties:

- Maintain 24/7 staff presence on site.
- Be present during evenings, overnight and on weekends when the Special Project Manager and Case Manager are not working.
- Responsible for ensuring the peace, controlling the entrance to keep the residents safe, preventing unwanted visitors, keeping the village organized, responding to emergencies, serving as point for community contact during their shifts, and other duties.
- Conduct perimeter checks and patrol the area at least every hour during their shifts.

- Perform light maintenance and janitorial of all common areas

Case Managers duties:

- Work on-site and are responsible for establishing relationships with community referral agencies, counseling and treatment, providing information and referral assistance to residents, and coordinating community-building activities.
- Working and problem solving with the residents of the site on a daily basis.
- Responsibility will focus on moving the clients into permanent housing and providing supportive services.

Village Projects Manager

- Setup and maintain vendor accounts for the shelter
- Develop and manage relationships with vendors, contractors, consultants, and community members
- Conduct site visits to observe property operations
- Work collaboratively with staff at the shelter to ensure that administrative and operational procedures are well-managed

Supportive Services Managers

- Supervise and direct case managers at the site
- Develop and expand program participant programs and plans that are appropriate for client needs
- Oversee, maintain and review case management records for quality assurance, training, and data management purposes

LIHI Support Staff duties:

- Assist the operations and case management of the program not covered under Administration.
- Support staff includes Senior Management staff who hires, trains, supervises Special Projects Managers, oversee the whole program (both Operations and Case Management), and ensure that all requirements are met and in compliance at all times.

Location of service delivery: 8620 S. Hosmer Street Tacoma, WA 98444

Dates of service: November 1, 2021 – December 31, 2023

Time(s) of service: 24 hours a day, 7 days a week

Target group:

- (1) City of Lakewood residents experiencing homelessness

EXHIBIT B: BUDGET

1. **Total Compensation:** In return for the Services, the City shall pay the Contractor an amount not to exceed 326 Thousand and no /100 Dollars (\$326,000.00) and Washington State sales tax equal to zero and no /100 Dollars (\$ 0.00) for a total amount not to exceed 326 Thousand and no /100 Dollars (\$ 326,000.00). This total shall encompass all services provided between November 1, 2021 and December 31, 2023.

2. **Method of Compensation:**

Contract payment is on a cost reimbursement basis. The program will be reimbursed for costs incurred during the contract period, to the extent that these costs fit within budgeted items described in Exhibit A, "Services." Reimbursement requests may be submitted to the City of Lakewood after allowable costs have been incurred. Back-up documentation (including Payroll Verification Form) is necessary when requesting reimbursement in order to verify program expenses.

Contractor may exceed individual budgeted line item amounts by up to 10%, provided that individual line item overages combined do not result in an overall total reimbursement exceeding the total contract amount. Reimbursement requests that exceed budgeted line item amounts as described are payable if the City of Lakewood determines that the exceeded amounts are reasonably related to the contracted scope of services and program outcomes. The City of Lakewood's decision shall be final.

In no instance shall the total of costs reimbursable to LIHI exceed \$326,000.

***Budget (Expenses charged to this contract)**

Projected Budget	Nov. 1 2021- Dec. 31, 2021	Jan. 1 2022- Dec. 31, 2022	Jan. 1 2023- Dec. 31, 2023
Staffing	\$7,726	\$75,081	\$106,674
Support services for Lakewood residents	\$50	\$15,697	\$24,380
Facility operations supporting Lakewood residents	\$2,609.30	\$43,038.88	\$50,743.82
Total	\$10,385.30	\$133,816.88	\$181,797.82

*This budget includes MHSUD funding; Contractor will adhere to MHSUD Contractual Language (see **Exhibit D**)

EXHIBIT C: REPORTING REQUIREMENTS

SUBRECIPIENT agrees to provide the City with timely financial and program progress data needed to report to the Department of the Treasury as required by the City.

SUBRECIPIENT also agrees to provide the City with timely data needed to report to the Lakewood City Council pursuant to Motion 2022-101 and the City of Lakewood ARPA Program.

Reporting rules and procedures will be provided to SUBRECIPIENT by the City once available and thereafter upon request. At a minimum, the following information will be required in each report to the CITY:

Identification:

UEI (unique entity identifier) number is required starting April 30th, 2022 - administered at www.sam.gov (DUNS number is being replaced by UEI)

Project Status:

- Not Started
- Completed less than 50 percent
- Completed 50 percent or more
- Completed

Project Demographics:

- Does the project serve a Qualified Census Tract or a disproportionately impacted community?
- Services provided to disproportionately impacted communities
- Services provided to citizens in disproportionately impacted communities

Obligations & Expenditures:

- Current period obligation
- Cumulative obligation
- Current period expenditure
- Cumulative expenditure

Expenditure Details:

- Pay to workers
- Payroll
- Benefits
- Goods, Services, Equipment:
 - Receipts
 - Contracts
 - Service Agreements
 - Funds distributed to beneficiaries
 - Program agreement
 - Sign-in sheet

Signature of SUBRECIPIENT's Authorized Official

Sharon Lee, Executive Director

Printed Name and Title of SUBRECIPIENT's Authorized Official

Date

Exhibit D:

MHSUD Contractual Language

1. Contractor will use Medicaid dollars when available

2. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Obligations and Activities of the CONTRACTOR

- a) The CONTRACTOR agrees not to use or disclose protected health information other than as permitted or required by this Contract, HIPAA, and the Health Information Technology for Economic and Clinical Health Act (HITECH). The CONTRACTOR shall use and disclose protected health information only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR § 164.504(e). The CONTRACTOR is directly responsible for full compliance with the privacy provisions of HIPAA and HITECH that apply to business associates.
- b) The CONTRACTOR agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains, or transmits on behalf of the CITY as required by 45 CFR, Part 164, Subpart C. The CONTRACTOR is directly responsible for compliance with the security provisions of HIPAA and HITECH that apply to business associates, including sections 164.308, 164.310, 164.312, and 164.316 of title 45 CFR.
- c) Within two (2) business days of the discovery of a breach as defined by 45 CFR § 164.402 the CONTRACTOR shall notify the CITY of any breach of unsecured protected health information. The notification shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the CONTRACTOR to have been, accessed, acquired, or disclosed during such breach; a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; a description of the types of unsecured protected health information that were involved in the breach (such as whether full name, Social Security Number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); any steps individuals should take to protect themselves from potential harm resulting from the breach; a brief description of what the CONTRACTOR is doing to investigate the breach to mitigate harm to individuals, and to protect against any further breaches; the contact procedures of the CONTRACTOR for individuals to ask questions or learn additional information, which shall include a toll free number, an e-mail address, website, or postal address; and any other information required to be provided to the individual by the CITY pursuant to 45 CFR § 164.404, as amended. A breach shall be treated as discovered in accordance with the terms of 45 CFR § 164.410. The information shall be updated promptly and provided to the CITY as requested.
- d) The CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to the CONTRACTOR of a use or disclosure of protected health information by the CONTRACTOR in violation of the requirements of this Contract or the law.
- e) The CONTRACTOR agrees to report in writing all unauthorized or otherwise improper disclosures of protected health information or security incident to the CITY within two (2) business days of the CONTRACTOR's knowledge of such event.
- f) The CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created, or received by the CONTRACTOR on behalf of the CITY, agrees to the same restrictions and conditions that apply through this Contract to the CONTRACTOR with respect to such information.
- g) The CONTRACTOR agrees to make available protected health information in accordance with 45 CFR § 164.524.

- h) The CONTRACTOR agrees to make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.526.
- i) The CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of protected health information received from, or created, or received by the CONTRACTOR on behalf of the City of Lakewood, available to the Secretary, in a reasonable time and manner for purposes of the Secretary determining the CITY's compliance with HIPAA, HITECH or this Contract.
- j) The CONTRACTOR agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528. Should an individual make a request to the CITY for an accounting of disclosures of his or her protected health information pursuant to 45 CFR § 164.528, CONTRACTOR agrees to promptly provide an accounting, as specified under 42 U.S.C. § 17935(c) (1) and 45 CFR §164.528, of disclosures of protected health information that have been made by the CONTRACTOR acting on behalf of the CITY. The accounting shall be provided by the CONTRACTOR to the CITY or to the individual, as directed by the CITY.

Permitted Uses and Disclosures by Business Associate

- i. The CONTRACTOR may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the City of Lakewood as specified in this Contract, provided that such use or disclosure would not violate HIPAA if done by the CITY or the minimum necessary policies and procedures of the City of Lakewood.

Effect of Termination

Except as provided elsewhere in this section, upon termination of this Contract, for any reason, the CONTRACTOR shall return or destroy all protected health information received from the CITY, or created or received by the CONTRACTOR on behalf of the

- i. CITY. This provision shall apply to protected health information that is in the possession of subcontractors or agents of the CONTRACTOR. The CONTRACTOR shall retain no copies of the protected health information.
- ii. In the event the CONTRACTOR determines that returning or destroying the protected health information is infeasible, the CONTRACTOR shall provide to the CITY notification of the conditions that make return or destruction infeasible. Upon notification that return or destruction of protected health information is infeasible, the CONTRACTOR shall extend the protections of the Contract to such protected health information and limit further uses and disclosure of such protected health information to those purposes that make the return or destruction infeasible, for so long as the CONTRACTOR maintains such protected health information.

Reimbursement for Costs Incurred Due to Breach

CONTRACTOR shall reimburse the CITY, without limitation, for all costs of investigation, dispute resolution, notification of individuals, the media, and the government, and expenses incurred in responding to any audits or other investigation relating to or arising out of a breach of unsecured protected health information by the CONTRACTOR.

Exhibit E: Lakewood Notice of Award ST 9045

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

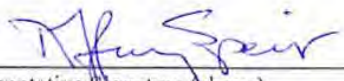
U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: City of Lakewood 6000 Main Street SW Lakewood, Washington 98499-5027	DUNS Number: 949462758 Taxpayer Identification Number: 911698185 Assistance Listing Number and Title: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipients hereby agrees, as a condition to receiving such payment from Treasury, agrees to the terms attached hereto.

Recipient:

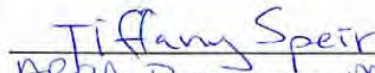


Authorized Representative Signature (above)

Authorized Representative Name:

Authorized Representative Title:

Date Signed:


ARPA Program Manager
12/27/21

U.S. Department of the Treasury:



Authorized Representative Signature (above)

Authorized Representative Name:

Authorized Representative Title:

Date Signed:

Jacob Leibenluft

Chief Recovery Officer, Office of Recovery Programs

August 17, 2021

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

**U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS**

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

ATTACHMENT B
Tacomaprobono Eviction Prevention Services

In 2022, Tacomaprobono served 267 Lakewood clients and has closed 226 of those cases as of February 3, 2023. Clients' demographics are include below:

Gender	Race	Age
178 women 74 men (some clients did not record gender)	89 White; 84 Black/African American; 23 Hispanic or Latino; 21 Native Hawaiian or Pacific Islander; 4 Asian; 4 American Indian/Alaska Native/First Nations; 11 multiracial; and 31 unknown race	20 to 93 years old

In its 4th Quarter 2022 Report, Tacomaprobono (TPB) reported that it will be able to expand and was exploring new partnerships designed to more holistically help clients. TPB will be transitioning a full-time Limited License Legal Technician (LLLT) to the Lakewood program who can provide many of the same legal services as an attorney, but at a lower cost. Their work will focus on the intersection of housing stability and family law – providing a desperately needed service for low-income clients (mostly women and children) who face instability during family law proceedings.

Additionally, TPB is exploring a medical-legal partnership with Community Health Care in Lakewood. The goal is to station staff at the clinic – identifying and helping clients at high-risk of homelessness on the same day they receive medical care, therefore more holistically and successfully addressing need.

Nearly 76% of Q4 clients clearly saw a benefit, with everything from enforcing the tenant's rights, to obtaining access to housing, to preventing eviction.

Included below is information from Tacomaprobono explaining its ARPA-funded program currently provided to Lakewood residents.

Through ARPA funding, TPB provides essential eviction prevention and anti-homelessness services to Lakewood's low-income population. The Lakewood funding is a necessary counterpart to the funding from 2ESSB 5160 and other eviction prevention programs.

1) Lakewood ARPA funding is a necessary counterpart to 2ESSB 5160.

SB 5160 safeguards tenants facing eviction after the moratorium period:

- First, SB 5160 requires landlords to offer reasonable repayment plans to tenant facing rent arrearages.
- Second, SB 5160 requires landlords evicting tenants for nonpayment of rent to use the Eviction Resolution Pilot Program (ERPP). The ERPP aspires to bring landlords - with their attorneys - together with tenants to negotiate schedules for repayment of rent owing.
- Third, SB 5160 provides funding for low-income tenants to have legal representation at eviction hearings. But this “right to counsel” *only attaches upon the filing of eviction paperwork* with the court.

Based on Pierce County’s population, SB 5160 provided TPB’s HJP with enough funding for 11 eviction-defense attorneys to represent low-income tenants (between 2,500 and 3,500 eviction cases each year) *during* the courtroom eviction proceeding.

While low-income tenants will have representation at eviction hearings under SB 5160, the bill provides *no* funding for tenants before an eviction appears before the court. Furthermore, while the ERPP brings landlords - and their attorneys - together with tenants to work out repayment plans, the ERPP process does *not* provide legal representation to tenants.

Through Lakewood ARPA funds, TPB’s Housing Justice Project (HJP) has the funding and staff to assist Lakewood’s low-income tenants with many issues that occur *before* and *after* eviction is filed with the court. The Lakewood HJP is able to assist low-income tenants with almost any landlord-tenant issue.

TPB attorneys and paralegals provide this advocacy in-house at Lakewood City Hall on Thursdays. This increases access for Lakewood residents and clearly demonstrates the City’s commitment to helping its residents with situations such as:

- Eviction notices.
- Habitability issues.
- Emergency relief for self-help evictions.
- Tenant relief from improper evictions.
- Security deposit returns.
- Retaliation by landlords.
- ERPP representation. HJP provides legal representation during the ERPP process including appearing at ERPP mediations.
- Orders of Limited Dissemination.
- Vacation of criminal records and eliminating legal financial obligations.

Lakewood's ARPA funding provides a second avenue of eviction prevention - assisting tenants before an eviction is filed and removing barriers to finding housing. The presence of an eviction filing on someone's record alone creates a significant barrier to securing safe housing in the future and is a trigger for homelessness.

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