



## LAKEWOOD CITY COUNCIL AGENDA

Monday, July 17, 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.

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Page No.

### CALL TO ORDER

### ROLL CALL

### PLEDGE OF ALLEGIANCE

### PROCLAMATIONS AND PRESENTATIONS

- (4) 1. Proclamation recognizing August 1, 2023 as National Night Out.  
– *Chief Patrick Smith, Lakewood Police Department*

*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.*

- (5) 2. Presentation from Woodbrook Wagon Homeowners Cooperative.  
– Amy M. Chhom, Vice President, Technical and Special Projects, ROC USA

## PUBLIC COMMENTS

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

- (6) A. Approval of the minutes of the City Council special meeting of June 26, 2023.
- (8) B. Approval of the minutes of the City Council study session of June 26, 2023.
- (12) C. Approval of the minutes of the City Council meeting of July 3, 2023.
- (17) D. Motion No. 2023-67
- Authorizing the execution of a professional services agreement with KPG Promas, in the amount of \$251,750, for design engineering services related to the Wadsworth, Silcox and Boat Street Sewer Extension Project.
- (37) E. Motion No. 2023-68
- Authorizing the execution of an interagency agreement with the State of Washington Department of Ecology for the Pollution Prevention Assistance Partnership.
- (61) F. Motion No. 2023-69
- Authorizing the execution a professional services agreement with Flock Safety for vehicle technology.
- (86) G. Motion No. 2023-70
- Authorizing the execution of an interlocal agreement with the City of Kent for Wireless Network Forensics Server Use.
- (98) H. Motion No. 2023-71
- Authorizing the award of a construction contract to Sound Pacific Construction, LLC, in the amount of \$893,699, for the construction of the Union Avenue SW Sidewalk Project.

*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.*

(101) I. Motion No. 2023-72

Accepting a donation from Amazon, in the amount of \$8,000, to support South Sound Military and Community Partnerships (SSMCP) special events and initiatives.

(102) J. Motion No. 2023-73

Appointing Ross Drangsholt, Mark Herr, Shawn C. Hill, Kris Kauffman, and Linda Smith to serve on the Independent Salary Commission.

(113) K. Motion No. 2023-74

Appointing Councilmember Don Anderson to serve as Alternate on the Pierce County Regional Council (PCRC).

## **R E G U L A R   A G E N D A**

### **RESOLUTION**

(119) Resolution No. 2023-07

Expressing support for the public-private partnership with Partners for Parks for the H-Barn Complex project at Fort Steilacoom Park.

### **UNFINISHED BUSINESS**

### **NEW BUSINESS**

### **REPORTS BY THE CITY MANAGER**

(122) Review of 2<sup>nd</sup> Quarter (2023) Police Report.

### **CITY COUNCIL COMMENTS**

### **ADJOURNMENT**

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

# CITY OF LAKEWOOD



## PROCLAMATION

**WHEREAS**, on Tuesday, August 1, 2023, residents of the City of Lakewood will have an opportunity to get together in their neighborhoods to participate in the 39<sup>th</sup> annual “National Night Out Against Crime;” and

**WHEREAS**, National Night Out provides an exceptional opportunity for the City of Lakewood to join a national event where thousands of other communities and millions of people around the world come together to promote cooperative, police-community crime prevention efforts; and

**WHEREAS**, Lakewood residents play a vital role in assisting the Lakewood Police Department through joint crime and drug prevention efforts in the City of Lakewood; and

**WHEREAS**, it is essential that all residents of Lakewood be made aware of the importance of community policing partnerships, neighborhood safety, awareness and cooperation and the impacts that their participation can have on reducing crime, drugs and violence in Lakewood; and

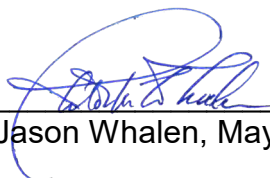
**WHEREAS**, National Night Out enhances these relationship between neighbors and law enforcement while bringing back a true sense of community.

**NOW, THEREFORE**, the Lakewood City Council hereby proclaims August 1, 2023 as

## NATIONAL NIGHT OUT AGAINST CRIME

in the City of Lakewood and urges all residents to sign up their neighborhood to officially participate in the event by registering with the Lakewood Police Department and bring people together to strengthen neighborhood bonds and engage with police and city officials on the night of the event.

PROCLAIMED this 17<sup>th</sup> of July, 2023.

  
\_\_\_\_\_  
Jason Whalen, Mayor



TO: Lakewood City Council

FROM: Dave Bugher, Assistant City Manager/Community & Economic Development Director

THROUGH: Tho Kraus, Acting City Manager *Tho Kraus*

DATE: July 17, 2023

SUBJECT: Presentation from Woodbrook Wagon Homeowners Cooperative

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In 2017, the owners of the mobile home units at Wagon West purchased their manufactured home community, 4.7 acres, located at 14818 Woodbrook Drive SW. The purchase price was \$1,970,000. In this process, they became a “resident owned community.”

Unfortunately, they inherited a property with outstanding issues - rental housing and building code violations, property maintenance, and general nuisances. By 2019, the City had begun taking enforcement action. The Cooperative was overwhelmed and contacted the ROC USA for assistance.

ROC USA is a non-profit organization, helping resident groups purchase manufactured home communities or “mobile home parks” which are for sale. ROC USA also provides resident groups with ongoing technical training and networking support to help them build value and be successful over time. In short, ROC USA works to preserve and improve affordable communities, build assets for low- and moderate-income families and individuals, and supports communities and community leaders. ROC works with 309 resident-owned communities nationwide, with about 20 communities in the Pacific Northwest.

Since the fall of 2022, the City has been working with ROC USA, Amy Chhom, Vice President, Technical & Special Projects, and residents to solve outstanding problems. A significant amount of progress has been made to turn things around, and preserve needed affordable housing.

The presentation this evening has two purposes: 1) introducing the City Council to ROC and members of the Cooperative; and 2) applauding the work of the residents. “Repairing” mobile home parks are some of the most difficult challenges that we work on. So, when we have a success story, where everyone works together, it is worth mentioning.



## **LAKEWOOD CITY COUNCIL AND LAKEWOOD WATER DISTRICT BOARD JOINT MEETING MINUTES**

Monday, June 26, 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

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### **CALL TO ORDER**

Mayor Whalen called the meeting to order at 6:00 p.m.

### **ROLL CALL**

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

Lakewood Water District Board of Commissioners: 3 – President John Korsmo, Jr., Vice President Gregory Rediske and Secretary Gary Barton.

### **ITEMS FOR DISCUSSION:**

#### **PFAS (per-and polyfluoroalkyl substances) Status.**

Randy Black, General Manager provided an update on PFAS substances in the city, reviewed recommendations for project areas and financial impacts. Discussion ensued.

#### **Franchise Agreement.**

The current franchise agreement with the City and Lakewood Water District runs through December, 2026. Randall Black spoke about reimbursement clause for work in the right of way when working together to move, relocate or build new infrastructure. Discussion ensued.

#### **Housing Density Mandates.**

Mayor Whalen shared that the State Legislature is imposing greater housing density mandates for all cities and towns in Washington State. For Lakewood, this means that all residential property will be mandated to allow up to 2 accessory dwelling units (ADUs) on each single family residential property and 2 units on every single-family residential, as well as 4 units on every lot within a ¼ mile walking distance of commuter rail or BRT station. Discussion ensued.

**Grant Collaboration.**

Mayor Whalen spoke briefly about the City and Lakewood Water District working collaboratively and proactively to secure funding for grants for infrastructure projects.

**Pavement Degradation Charges.**

President Korsmso shared that Pavement Degradation Charges are costing the ratepayers, assessments have changed and the District would like to understand the components and formulas of how the fees are calculated. Discussion ensued.

**Connection Charge Waivers.**

Randall Black spoke about the passage of House Bill 1326 that authorizes city owned and operated water and sewerage systems to establish a program to waive connection charges for properties owned or developed by, or on the behalf of, a nonprofit organization, public development authority, housing authority, or local agency that provides emergency shelter, transitional housing, permanent supportive housing, or affordable housing.

**Cross Connection Program.**

The City and District discussed the responsibility of in-premise backflow assemblies.

**Fluoridated Water.**

Mayor Whalen spoke about the residents of Lakewood supporting the addition of fluoride into the Lakewood Water District's water a number of years ago. Randall Black provided an overview of the history of the District's decision to not provide fluoridated water. Discussion ensued.

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Discussion ensued regarding the Lakewood Water District taking over the water supply at Western State Hospital and Ponders Well site.

**ADJOURNMENT**

There being no further business, the meeting adjourned at 7:27 p.m.

ATTEST:

\_\_\_\_\_  
JASON WHALEN, MAYOR

\_\_\_\_\_  
BRIANA SCHUMACHER  
CITY CLERK



## **LAKEWOOD CITY COUNCIL STUDY SESSION MINUTES**

Monday, June 26, 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

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### **CALL TO ORDER**

Mayor Whalen called the meeting to order at 7:38 p.m.

### **ROLL CALL**

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

### **ITEMS FOR DISCUSSION:**

#### **Review of Multifamily Tax Exemption Code.**

Economic Development Director Becky Newton was joined by Assistant City Manager Dave Bugher. Newton shared that Lakewood Municipal Code Section 3.64.020 provides for property tax exemptions for multifamily housing and in 2021 the State of Washington amended several statutes related to multifamily tax exemption programs. She shared that the potential impacts were previously presented to the City Council in January, 2022. She reported that the purpose of the legislation is to incentivize multifamily housing, increase densities, increase production of market rate housing, develop permanent affordable housing opportunities, promote economic development and to create family wage jobs. She then shared that the Planning Commission held a public hearing on May 17<sup>th</sup> and adopted Resolution 2023-02 on June 7<sup>th</sup> formalizing its recommendations for City Council consideration. She reviewed each of the recommendations and shared that next steps will include review of the Housing Needs Assessment followed by City Council action by Ordinance. Discussion ensued.

#### **Review of Public Nuisance Code Amendments.**

Assistant City Manager Dave Bugher shared that the proposed code amendments will consolidate under Title 8 Public Nuisances, common nuisance violations specific to the Rental Housing Safety Program. This item will come forward for City Council approval on July 3<sup>rd</sup>.



**Review of Tactical Tailor lease modification agreement.**

Economic Development Director Becky Newton was joined by City Attorney Heidi Wachter. Newton shared that Tactical Tailor has requested a proposed lease amendment to reduce the monthly lease payment from \$18,000 to \$10,000 beginning in July 2023 through December, 2025. In addition, the lease would be reduced by one year along with a specific timeline for Tactical Tailor to relocate to a new property and return the property back to City by the end of 2025. Discussion ensued.

**2023-2024 Strategic Plan Update.**

Assistant to the City Manager Michael Vargas provided an overview of updates to the 2023-2024 Strategic Plan. He shared that the current City Council goals were adopted in 2021 and the 2023-2024 Strategic utilizes the same format as the 2018-2020 Strategic Plan. He shared that it is recommended that the City Council adopt the 2023-2024 Strategic Plan and after discussion the City Council recommended that the Strategic Plan come forward for review at a future study session.

**ITEMS TENTATIVELY SCHEDULED FOR THE JULY 3, 2023 REGULAR CITY COUNCIL MEETING:**

1. Proclamation recognizing July as Parks and Recreation month.  
– *Jason Gerwen, Parks and Recreation Advisory Board*
2. Business Showcase. – *Biscuit House*
3. Clover Park School District Report.
4. Authorizing the execution of a lease modification agreement with 107<sup>th</sup> Street Building, LLC for Tactical Tailor. – (Motion – Consent Agenda)
5. Approving the 2023-2024 Strategic Plan. – (Motion – Consent Agenda)
6. Approving the 2023 Comprehensive Plan amendments. – (Ordinance – Regular Agenda)
7. Amending Lakewood Municipal Code Chapter 8.16 Public Nuisances.  
– (Ordinance – Regular Agenda)
8. Adopting the Six-Year (2024-2029) Transportation Improvement Program.  
– (Resolution – Regular Agenda)

**REPORTS BY THE CITY MANAGER**

City Manager Caulfield shared that the City received notification that the Mayor of Sister City Buaung, Philippines is travelling to Lakewood and is available to meet with city officials on the morning of July 11<sup>th</sup>.

He reported that Historic Fort Steilacoom Association is in support in transferring ownership of that property to the City and five applications have been received for the Independent Salary Commission, those applications will come forward for confirmation by the City Council on July 17<sup>th</sup>.

The City Council discussed an Oak Tree that is being removed as part of American Lake Park Improvements. The purpose of these park improvements is to make the park and access to the lake shoreline ADA accessible as well as addressing degraded and failing facilities such as retaining walls and the restroom building. After discussion the City Council agreed to place \$9,000 in the tree fund even though a tree permit was not required for this project.

He then announced the following upcoming meetings and events:

- June 27, 2:00 P.M., Lakewood Farmers Market, Fort Steilacoom Park
- June 27, 6:30 P.M.; Summer Concert, Fort Steilacoom Park Pavilion
- July 15, 11 A.M.; SummerFEST, Fort Steilacoom Park
- July 15 and July 16; JBLM Air Show and Warrior Expo, Joint Base Lewis McChord
- July 27, 5:00 P.M.; Groundbreaking Ceremony for Fort Steilacoom Park Athletic Fields

## **CITY COUNCIL COMMENTS**

Councilmember Bocchi shared that he attended the South Sound Housing Affordability Partners (SSHA<sup>3</sup>P) meeting.

Councilmember Brandstetter shared that he attended the Association of Washington (AWC) Annual Conference.

Councilmember Belle shared that she also attended the Association of Washington (AWC) Annual Conference and thanked the Lakewood Water District Board for meeting this evening.

Councilmember Lauricella shared that last week he attended the Lakewood Farmers Market, the Landmarks and Heritage Advisory Board meeting and a Ribbon Cutting Ceremony for Windermere Abode. He shared that he had his Diversity, Equity and Inclusion interview and he thanked the residents who provided comments at the June 20<sup>th</sup> meeting and the Lakewood Water District Board for meeting this evening.

Councilmember Anderson shared that he travelled to Washington, D.C. where he attended the Association of Defense Communities Board meeting.

Deputy Mayor Moss shared that she attended the Association of Washington (AWC) Annual Conference and had her Diversity, Equity and Inclusion interview.

Mayor Whalen shared that he attended the Association of Washington (AWC) Annual Conference, he thanked the Lakewood Water District Board for meeting this evening and encouraged attendance at the Farmers Market. He spoke about public comments during the June 20<sup>th</sup> Council meeting and building trust with residents.

### **ADJOURNMENT**

There being no further business, the meeting adjourned at 9:41 p.m.

ATTEST:

\_\_\_\_\_  
JASON WHALEN, MAYOR

\_\_\_\_\_  
BRIANA SCHUMACHER  
CITY CLERK



## **LAKEWOOD CITY COUNCIL MINUTES**

Monday, July 3, 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

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### **CALL TO ORDER**

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

### **ROLL CALL**

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

### **PLEDGE OF ALLEGIANCE**

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

### **PROCLAMATIONS AND PRESENTATIONS**

#### **Proclamation recognizing July as Parks and Recreation Month.**

COUNCILMEMBER ANDERSON PRESENTED A PROCLAMATION RECOGNIZING JULY AS PARKS AND RECREATION MONTH TO JASON GERWEN, CHAIR, PARKS AND RECREATION ADVISORY BOARD.

#### **Business Showcase – *Biscuit House, Sofia Davis***

MAYOR WHALEN PRESENTED A CERTIFICATE OF RECOGNITION TO GALINA ONISHCHENKO, OWNER, BISCUIT HOUSE AS THE JULY 2023 BUSINESS SHOWCASE FOR SERVING THE LAKEWOOD COMMUNITY SINCE 2016.

### **PUBLIC COMMENTS**

Speaking before the Council were:

*Angie Buckley, Lakewood resident*, spoke on behalf of the Clover Creek Crossing Condo Association about safety concerns at 112<sup>th</sup> Street and Gravelly Lake Drive and requested additional safety enhancements at the intersection.

*Susan Hostetter, Lakewood resident*, spoke about safety concerns at 112<sup>th</sup> Street and Gravelly Lake Drive and requested additional safety enhancements at the intersection.

*Ebrahim Mirjalili, Lakewood resident*, spoke about his property located at 9132 Edgewater Drive SW, referenced property maps and surveys conducted.

*James Dunlop, Lakewood resident*, spoke about City equity discussions, City Council statements about educating the public and the trust deficit with the community.

## 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 June 12, 2023.
- B. Approval of the minutes of the City Council meeting of June 20, 2023.
- C. Approval of claims vouchers, in the amount of \$4,274,373.39, for the period of May 16, 2023 through June 15, 2023.
- D. Approval of payroll checks, in the amount of \$2,790,613.18, for the period of May 16, 2023 through June 15, 2023.
- E. Motion No. 2023-65  
  
Approving a lease modification agreement with 107<sup>th</sup> Street Building, LLC for Tactical Tailor.
- F. Motion No. 2023-66  
  
Approving the 2024 South Sound Housing Affordability Partners (SSHA<sup>3</sup>P) Budget.
- G. Items filed in the Office of the City Clerk:
  - 1. Lakewood's Promise Advisory Board meeting minutes of May 4, 2023.
  - 2. Landmarks and Heritage Advisory Board meeting minutes of May 11, 2023.
  - 3. Planning Commission meeting minutes of May 17, 2023.
  - 4. Planning Commission meeting minutes of May 31, 2023.

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

## R E G U L A R   A G E N D A

### ORDINANCE

**Ordinance No. 789 Adopting 2023 Amendments to the Lakewood Comprehensive Plan, Future Land Use Map and Zoning Map and Lakewood Municipal Code Title 18A.**

COUNCILMEMBER BRANDSTETTER MOVED TO ADOPT ORDINANCE NO. 789. SECONDED BY COUNCILMEMBER BOCCHI.

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COUNCILMEMBER ANDERSON MOVED TO AMEND ORDINANCE NO.789 TO SELECT OPTION D, IN AMENDMENT 2023-05, WHICH WOULD NOT ADOPT AN OVERLAY AND WOULD LIMIT EMERGENCY HOUSING/SHELTER TO THE CITY'S ZONES THAT ALLOW HOTELS AND MOTELS. SECONDED BY COUNCILMEMBER BRANDSTETTER. A VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

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VOICE VOTE WAS TAKEN ON ORDINANCE NO. 789 AS AMENDED AND CARRIED UNANIMOUSLY.

**Ordinance No. 790 Amending Lakewood Municipal Code Chapter 8.16 Public Nuisances.**

COUNCILMEMBER BELLE MOVED TO ADOPT ORDINANCE NO. 790. SECONDED BY COUNCILMEMBER BRANDSTETTER. A VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

**RESOLUTION**

**Resolution No. 2023-06 Adopting the Six-Year (2024-2029) Transportation Improvement Program.**

COUNCILMEMBER BRANDSTETTER MOVED TO ADOPT RESOLUTION NO. 2023-06. SECONDED BY COUNCILMEMBER LAURICELLA. A VOICE VOTE WAS TAKEN AND CARRIED UNANIMOUSLY.

**UNFINISHED BUSINESS**

None.

**NEW BUSINESS**

None.

**REPORTS BY THE CITY MANAGER**

Acting City Manager Kraus shared fireworks use has been restricted in the City to July 4 from 11 A.M. to 11 P.M. To report a fireworks violation, please visit [www.fireworksreport.com](http://www.fireworksreport.com).

She then announced the following upcoming meetings and events:

- July 11 to September 19, Tuesdays, 2:00 P.M. to 7:00 P.M., Lakewood Farmers Market, Fort Steilacoom Park
- July 11 to August 29, Tuesdays, 6:30 P.M. to 8:00 P.M., Summer Concerts, Fort Steilacoom Park Pavilion

- July 15, SummerFEST, Fort Steilacoom Park
- July 15 and 16, JBLM Airshow & Warrior Expo, JBLM
- July 27, 5:00 P.M., Groundbreaking for the Fort Steilacoom Park Turf Fields Improvement Project, Fort Steilacoom Park
- July 27, 6:00 P.M., Mayors Coffeehouse, Fort Steilacoom Park Pavilion

## CITY COUNCIL COMMENTS

Councilmember Brandstetter shared that he looks forward to celebrating the 4<sup>th</sup> of July and this week he will attend the funeral for a 16 year old homicide victim from the Lakewood community.

Councilmember Bocchi shared that he will attend the SSHA<sup>3</sup>P meeting on July 7<sup>th</sup>.

Councilmember Belle wished everyone a safe and happy 4<sup>th</sup> of July.

Councilmember Lauricella spoke about parcels owned by the Lakewood Water District in the Nyanza Park neighborhood and questioned City Council's interest in working to develop these parcels for public space. After discussion, the City Council requested the City Manager review the properties and see how they will fit into the Parks Legacy Plan.

Councilmember Anderson shared that he attended the Colonel Lamb to Colonel Campbell Change of Command Ceremony.

Deputy Mayor Moss responded to public comments clarifying that she indicated that public comments is not a dialogue.

Mayor Whalen requested follow up to the public comments by residents of the Clover Creek Crossing Condo Association and spoke about the progress of the Angle Lane improvements. He spoke about the reader boards and questioned whether Fort Steilacoom Park will be an option as a location for a reader board installation. He reported that he will be absent from the July 10 and July 17 City Council meetings.

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Mayor Whalen announced that the City Council will recess into Executive Session for approximately 20 minutes pursuant to RCW 42.30.110(1)(i) to discuss with legal counsel representing the city - litigation or potential litigation. The City Council is not expected to take action following the Executive Session other than to adjourn the meeting. The City Council recessed into Executive Session at 8:22 p.m.

At 8:40 p.m., Mayor Whalen announced that the Executive Session will be extended for an additional 15 minutes. At 8:55 p.m., Mayor Whalen announced that

the Executive Session will be extended for an additional 5 minutes. At 9:00 p.m., Mayor Whalen announced that the Executive Session will be extended for an additional 5 minutes.

The City Council reconvened at 9:05 p.m.

## **ADJOURNMENT**

There being no further business, the meeting adjourned at 9:05 p.m.

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JASON WHALEN, MAYOR

ATTEST:

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BRIANA SCHUMACHER  
CITY CLERK



# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> July 17, 2023	<b>TITLE:</b> Motion authorizing the City Manager to execute a professional services agreement with KPG Promas in an amount not to exceed \$251,750 for design engineering services related to the Wadsworth, Silcox and Boat St. sewer extension project.	<b>TYPE OF ACTION:</b> — ORDINANCE — RESOLUTION <u>X</u> MOTION 2023-67
<b>REVIEW:</b> July 17, 2023	<b>ATTACHMENTS:</b> Project Scope of Services including cost estimate	— OTHER

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

**RECOMMENDATION:** It is recommended that the City Council authorize the City Manager to execute a professional services agreement with KPG Promas in an amount not to exceed \$251,750 for engineering design services related to the Wadsworth, Silcox & Boat St. sewer extension project.

**DISCUSSION:** Through this project the City will place a sanitary sewer pipeline extension along Wadsworth, Silcox, and Boat St. The project will be installing side sewer connections to 61 properties, approximately 2,900 lineal feet of pipe, pavement and storm drain restoration.

**ALTERNATIVE(S):** There is no practical alternative other than to conduct a new consultant selection process and negotiate a new fee. PWE believes the design budget is in line with the work requested and a new RFQ process will not result in savings.

**FISCAL IMPACT:** This project will be funded via the ARPA grant received from Pierce county for \$1,182,822 and the city's 50% share from the Sewer Availability Charges.

Charles "Ted" Hill, P.E.  
Prepared by

Paul A. Bucich, P.E.  
Department Director

  
Acting City Manager Review

**PROFESSIONAL SERVICES AGREEMENT  
F O R**

Wadsworth St SW, Silcox Dr SW, & Boat St SW Sewer Extension

This Professional Services Agreement ("Agreement"), made and entered into this \_\_\_\_ day of \_\_\_\_, 2023, by and between the City of Lakewood, a Washington municipal corporation ("City"), and KPG Psomas Inc., \_\_\_\_\_ ("Contractor"). The City and Contractor (together "Parties") are located and do business at the below addresses which shall be valid for any notice required under this Agreement:

KPG Psomas Inc. 2502 Jefferson Ave Tacoma, WA 98402	:	<b>CITY OF LAKEWOOD:</b>
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The Parties agree as follows:

1.     **TERM.** The term of this Agreement shall commence upon the effective date of this Agreement, which shall be the date of mutual execution, and shall continue until the completion of the Work, but in any event no later than 12/31/25 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

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

3.     **TERMINATION.** Either party may terminate this Agreement, with or without cause, upon providing the other party 10 days written notice at its address set forth above. The City may terminate this Agreement immediately if the Contractor fails to maintain required insurance policies, breaches confidentiality, or materially violates Section 12; and such may result in ineligibility for further City agreements.

#### **4. COMPENSATION.**

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

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

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

#### **5. INDEMNIFICATION.**

5.1 Contractor Indemnification for non-professional services. Contractor shall defend, indemnify and hold the Public

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the Contractor, shall not be deemed to convert this Agreement to an employment contract. If the Contractor is a sole proprietorship or if this Agreement is with an individual, the Contractor agrees to notify the City and complete any required form if the Contractor retired under a State of

Washington retirement system and agrees to indemnify any losses the City may sustain through the Contractor's failure to do so.

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

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

## **12. GENERAL PROVISIONS.**

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

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

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

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

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

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

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

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

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

[Signature page follows]



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

Date: \_\_\_\_\_

CITY OF LAKEWOOD

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

John J. Caulfield, City Manager

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

Briana Schumacher, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

Heidi Ann Wachter, City Attorney

**EXHIBIT A**  
**City of Lakewood**  
**Wadsworth St SW, Silcox Dr SW, & Boat St SW**  
**Sewer Extension**

**KPG Psomas**  
**Scope of Work**  
**April 2023**

## **INTRODUCTION**

### **A. PROJECT UNDERSTANDING**

The following Scope of Work outlines the effort required by KPG Psomas to complete Plans, Specifications, and Estimates for a sewer system extension within Wadsworth St, Silcox Dr and Boat St connecting to previously installed stubs as part of the Portland Avenue SW sewer system. The City of Lakewood has previously completed 30% layout of the sewer system. KPG Psomas will produce two sets of plans, one plan set will consist of roadway restoration, the other plan set will consist of sewer improvement plans to be submitted to Pierce County via their P.A.L.S. system.

The sewer plans will be developed per Pierce County Sewer standards. The roadway plans will be developed per City of Lakewood Standards

Approximately 2,060 linear feet of new 8-inch gravity sewer main and 800 linear feet of force main will be constructed with stubs to 61 identified properties along with pavement restoration.

Restoration will be as follows:

- Roadway restoration will be a trench patch per City of Lakewood Standard Plans with the possibility of a grind and inlay
- Project-specific pavement sections will not be designed.
- No curb ramps will be replaced or constructed as part of this project.
- One (1) driveway entrance will be impacted and will be reconstructed per City of Lakewood Standard Plans.

### **B. ASSUMPTIONS**

The following general assumptions were made to establish a scope and fee estimate for this project. Project specific assumptions are provided in the Scope of Work below:

- Project-specific Traffic Control Plans will not be developed under this Scope of Work. Example Traffic Control Plans will be provided in an appendix to the specifications.
- A Stormwater Pollution Prevention Plan (SWPPP) will not be developed. The SWPPP will be developed by the Contractor.
- This project is SEPA exempt.
- Plans will be developed utilizing AutoCAD 2022 Civil 3D using KPG Psomas drafting standards and plotted on the KPG Psomas Title Block.
- Neither stormwater quality nor quantity treatment will be required. A drainage report will not be developed.
- Project funding is through ARPA which is administered locally and considered “local funds”. Projects using ARPA funds do not require the contract stipulations typical to federally funded projects.

## EXHIBIT A

- City staff will be present at project progress and design meetings. City staff will have the authority to make decisions and provide direction regarding critical project elements.
- Utility improvements will consist of:
  - Sewer main and lateral replacement to the extents specified above. Sewer laterals will include a cleanout at the right of way line.
  - Minor storm improvements as needed when in conflict with improvements and as needed to accommodate existing grading. Drainage improvements shall consist of using City Standard infiltration trenches.
- The new sewer main will be located utilizing Pierce County Sewer Design Standards to the extent feasible to maintain clearance from existing utilities. Slopes shall be per Pierce County Sewer Standards or as identified in the Ecology Orange Book (Criteria for Sewer Works Design).
- Gravity main sizing will be provided by Pierce County, force main sizing will be by KPG Psomas.
- All submittals will be electronically posted to KPG Psomas's ftp site.
- The use of applicable Lakewood Standard Details will be optimized and provided on sheets within the Plans.
- This project may include new permanent utility easements.
- Pierce County will require that a Sewer Line Extension Permit be acquired for this project. Acquiring a Sewer Service Permit will not be required for this project. No other Pierce County permits are required for this project.
- The City shall be responsible for all permit fees.
- Temporary Construction Easements, if required, will be completed by the City or as a supplement to this scope.

### C. INFORMATION PROVIDED BY THE CITY

The City of Lakewood will provide the following in aid of design:

- Submittal reviews, comments, and approvals
- Existing City-owned utility record drawings
- Proposed sewer main sizing
- Applicable/required technical reports pertinent to the project (geotechnical, environmental, etc.)
- ROW and easement(s) investigation, acquisition, and support services
- City GSP's and Standard Details

## SCOPE OF WORK

### Task 1 – Management / Coordination / Administration

This task covers the effort required to manage the contract and to assure that the project meets the City's expectations for schedule, budget, and quality of product. Efforts included under this task is as follows:

- 1.1 KPG Psomas will provide continuous project coordination and internal management for the project duration (estimate 9 months design).
- 1.2 The Consultant will prepare for and attend coordination/progress meetings with City staff at regular intervals during the project to discuss key issues and track progress (estimate 6 meetings). In addition, conference calls will be scheduled to discuss key issues with the City as needed.
- 1.3 Prepare and submit electronic monthly invoices for review and approval by the City. Each invoice shall include the Billing Period (start and end date), description of work accomplished for the

## EXHIBIT A

billing period, and the names, billing rate, and hours for each resource included with each task on the invoice.

- 1.4 Develop and update the project schedule (if/as necessary) throughout the project.

### Task 1 Deliverables:

- Monthly invoices (9 months)
- Monthly progress reports (9 months)
- Meeting notes for Consultant/City Meeting
- QA/QC Documentation
- Project schedule and updates

### **Task 2 – Field Survey and Base Map Development**

This task covers the effort to conduct field survey at the subject locations sufficient to complete design for proposed improvements.

- 2.1 Survey Control: Existing monuments will be located, and horizontal and vertical control will be set.
- 2.2 Field Survey: The limits of the survey are based on the improvement locations specified above. The survey locations will be as follows:
  - An underground conductible utility locate within the project limits to be performed by a private utility locating firm. KPG Psomas will survey the location of the locate paint marks. While every reasonable effort will be made by KPG Psomas to depict the location of underground utilities based on utility locates, KPG Psomas is not liable for errors or omissions by utility locators or erroneous or insufficient information shown on utility record drawings.
  - Street Mainlines: Detailed survey from gutter lip or edge of pavement to 5 feet beyond back of walk. Pick up roadway centerline, utility paint marks, and surface utilities. Iron within roadway will be surveyed and gravity utilities will be DIPPED to determine existing invert elevations.
  - All other intersections: Detailed survey from gutter lip to 5 feet beyond back of walk. Survey extents shall extend approximately 25 feet beyond curb return PC/PT.
- 2.3 Right of Way: Right of Way will be determined based on publicly available information and existing street monuments. Right of Way will be shown on the completed based maps.
- 2.4 Utility Potholes: Locate utility potholes and include data in base map (12 Assumed).

### Task 2 Deliverables:

- Electronic Base Map.

### Task 2 Assumptions:

- Survey datum will be: Horizontal-South Zone, NAD 83/2011, Vertical-NAVD 88.
- Base map will be prepared with AutoCAD 2022 Civil 3D using KPG Psomas drafting standards.
- Staking of property corners and/or right of way will not be required.
- A private utility locate company will be utilized for private utility locates. Public utilities will be marked by City or District staff.
- Right of entry will be acquired by the City.

## EXHIBIT A

- Right of way determination will be based on available public documents (i.e., Plat information, etc.) and title reports will not be necessary.

### **Task 3 –Utility Coordination**

To avoid utility conflicts and potential project delays, KPG Psomas will take an active role in coordinating with private utilities that are located within the vicinity of the proposed improvements. This effort is limited to coordination with private utilities to determine depths to avoid large relocation efforts. Efforts included under this task is as follows:

- 3.1 Prepare letters requesting utility record information and send an email to each purveyor. Letters will be sent prior to starting design. Effort includes logging utility responses and filing received record drawings.
- 3.2 Develop a potential utility conflict figure and route to all affected purveyors. Utilities thought to be in conflict will be potholed. This plan will be developed between the 30 percent and the 60 percent submittals.
- 3.3 Cross-check franchise utility-provided maps with field survey information and resolve conflicts between utility maps and field conditions.
- 3.4 Coordinate utility appurtenance potholing with the City and relocation, and/or adjustment as needed to accommodate proposed improvements with the utility purveyor.
- 3.5 Prepare for and attend up to one (1) overall utility coordination meeting with franchise utilities.

#### Task 3 Deliverables

- Up to (6) letters to private utility purveyors requesting record drawing information.
- Utility Conflict Drawing showing locations of required utility potholes.
- Utility Coordination Meeting Agendas and Notes.

#### Task 3 Assumptions

- Six (6) utility purveyor letters will be developed.
- Utility record information and pothole data will be incorporated into the survey base map.
- KPG Psomas will coordinate utility appurtenance relocation and/or adjustment as needed with franchise utilities to accommodate proposed improvements.
- Potholes needed for project design will be completed through the City's on-call vector contractor.
- Franchise utility relocation design (if applicable) will be developed by the franchise utility. Survey for franchise utility relocation is not included in this Scope of Work.

### **Task 4 – Preliminary Design (30% Design)**

This task covers the effort required to prepare 30% Plans for the sewer and roadway improvements

- 4.1 Preliminary Design: The 30% Plans will consist of the following:
  - Preliminary horizontal and vertical location of gravity sewer mains to assist in determining limits of force main improvements.
  - Horizontal location of storm improvements, if needed
  - Horizontal location of roadway improvements
  - Pavement restoration section(s)

## EXHIBIT A

Title	Sewer Number	Roadway Number
Cover Sheet	1	1
Legend & Abbreviation	1	1
Survey Control & Alignment	1	1
Typical Sections	1	1
Site Preparation & TESC Plan (Plan/Plan)	5	5
Sanitary Sewer Improvements Plan & Profile	9	0
Roadway Plan & Profile (20 scale)	0	9
<b>TOTAL</b>	<b>18</b>	<b>18</b>

- 4.2 Field Walk: KPG Psomas will schedule and attend a plans in hand field walk with the City of Lakewood to determine restoration limits, identify additional survey needs.
- 4.3 Preliminary OPCC: Prepare Preliminary Opinion of Probable Construction Cost based on 30% Plans.
- 4.4 Preliminary Design Review Meeting: The purpose of this meeting is to confirm design elements shown in the Preliminary design plans prior to proceeding with design development.

### Task 4 Deliverables

- Preliminary Design Plans for sewer and roadway (PDF and 2 half-size hard copies)
- Preliminary Construction Cost Estimate

### Task 4 Assumptions

- The new wastewater gravity main diameter will be 8 inches. Low pressure force main if needed will be sized based on a capacity analysis.
- New curb and gutter and/or sidewalk will not be constructed in areas that don't currently have curb and gutter or sidewalk.
- Once the design decisions have been made at the 30% design review meeting, changes to these decisions will be considered out of scope work.

## **Task 5 – Design Development (60% Design)**

This task includes the effort required to further the design, making minor modifications requested in the design review and comments received from the 30% review. Produce a set of 60% Contract documents (design drawings and technical specifications) for City review and comment.

- 5.1 Prepare Design Development (60% Design) Plans: These Plans will consist of the following:

Title	Sewer Number	Roadway Number
Cover Sheet	1	1
Legend & Abbreviation	1	1
Survey Control & Alignment	1	1
Typical Sections & Details	2	2
Site Preparation & TESC Plan (Plan/Plan)	5	5
Sanitary Sewer Improvements Plan & Profile	9	0

## EXHIBIT A

Roadway Plan & Profile (20 scale)	0	9
Storm Crossing Profiles & Details	0	2
<b>TOTAL</b>	<b>19</b>	<b>21</b>

- 5.2 60% OPCC: Prepare 60% Design Opinion of Probable Cost based on the 60% Plans.
- 5.3 Prepare Draft Technical Specifications: Special Provisions will be based on 2023 Standard Specifications.
- 5.4 60% QA/QC Review: KPG Psomas will provide internal quality assurance/quality control (QA/QC) reviews of 60% submittal prior to submittal for City review.
- 5.5 60% Design Review Meeting: The purpose of this meeting is to confirm design elements shown in the design plans prior to proceeding with continued design development.
- 5.6 Pierce County Pre-Application Meeting: KPG Psomas will arrange, schedule and attend a pre-application meeting with Pierce County Engineering to confirm applicable design standards and deliverables required to acquire a Sewer Line Extension Permit.

### Task 5 Deliverables

- Preliminary (60%) Design Plans for roadway and sewer (PDF).
- Preliminary (60%) Design OPCC (PDF).
- Preliminary (60%) Project Technical Specifications (PDF).
- QA/QC of submittal.
- Response to the City's 30% comments via Issue/Resolution Form (Excel)
- Pre-application meeting notes

### Task 5 Assumptions

- Once the design decisions have been made at the Design Development (60% design) review meeting, subsequent changes to these decisions will be considered out of scope work.
- No significant change to horizontal / vertical alignment will occur on the roadways. The roadways will be reconstructed at approximately preconstruction line and grade.

## **Task 6 – Public Involvement/Outreach**

Effort under this task includes work necessary to garner stakeholder feedback and to meet with property owners discuss the project impacts to private property and impacts during construction.

- 6.1 Field Meetings: Prepare for and attend up to five (5) one-on-one field meetings with property owners along the corridor. KPG Psomas shall also prepare necessary exhibits and maintain a conversation log that outlines specific concerns for each parcel owner along the corridor.

### Task 6 Deliverables:

- Summary notes and sketches from property owner meetings

### Task 6 Assumptions:

- The City will send all mailers and public meeting notifications.
- No Open house is currently planned for this project, if an Open House is determined to be needed the cost for KPG Psomas to prepare for and attend will be covered under Management Reserve.

## EXHIBIT A

### Task 7 – Final (90%, 100% (Pierce Co Permitting) & Final) Design

This task includes the effort required to complete the final design, making the minor modifications requested in the design review process and comments received from the 60% review. Produce a set of 90% Contract Documents (design drawings and technical specifications) for City review and comment. City comments will be addressed and KPG Psomas will produce Permitting set for submittal to Pierce County P.A.L.S.

- 7.1 Develop 90% Plans: Incorporate all comments received during the 60% design plan review meeting. It is anticipated that the 90% and Permitting Documents submittals will contain the following sheets:

Title	Sewer Number	Roadway Number
Cover Sheet	1	1
Legend & Abbreviation	1	1
Survey Control & Alignment	1	1
Typical Sections & Details	2	3
Site Preparation & TESC Plan (Plan/Plan)	5	5
Sanitary Sewer Improvements Plan & Profile	9	0
Roadway Plan & Profile (20 scale)	0	9
Storm Crossing Profiles	0	2
Existing Conditions & Pothole Plans (Plan/Plan)	5	5
City/WSDOT Roadway Standard Details	0	6
Pierce County Standard Sewer Details	4	0
<b>TOTAL</b>	<b>28</b>	<b>33</b>

- Plans will be prepared in such detail as to permit field layout and construction within a degree of accuracy acceptable to the City and in accordance with industry, City, Pierce County and WSDOT standards.
  - Typical sections and details shall be provided, except for items available such as standard details from the City, County, State or APWA drawings which will be included as Plan Sheets.
- 7.2 90% Specifications: This includes Bid Proposal, Contract Forms, and Special Provisions. Special Provisions will be based on WSDOT 2023 Standard Specifications utilizing City of Lakewood GSPs and if applicable Pierce County GSPs.
- 7.3 90% OPCC: A 90% Opinion of Probable Cost will be developed based on the 90% PS&E package.
- 7.4 90% QA/QC Review: KPG Psomas will provide internal quality assurance/quality control (QA/QC) reviews of all 90% submittal prior to submittal for City review.
- 7.5 90% Design Review Meeting: The purpose of this meeting is to conduct a working review of the 90% PS&E. The comments, discussion, and decisions from this meeting will be incorporated into the Pierce County Permitting documents and 100% City Roadway plans.
- 7.6 Pierce County Permit Set: KPG Psomas will make revisions needed to sewer from 90% Design Review meeting and submit the sanitary sewer plans to Pierce County for Review through the P.A.L.S. system. KPG Psomas will resubmit sewer plans to Pierce County as needed to obtain permit approval.
- 7.7 Pierce County Permit Submittal: KPG Psomas will complete and submit the Pierce County Sewer Line Extension Permit Application (A1). Additionally, KPG will review and submit the Pierce County Sewer Line Extension Design Checklist (C1).



## EXHIBIT A

- 7.8 Address Comments and Resubmit Pierce County Permit Submittal: KPG Psomas will address Pierce County's comments and resubmit for approval.
- 7.9 Bid Ready Plans: The sewer plans will be revised based on comments from Pierce County P.A.L.S. review. Roadway plans will be revised based on City comment from the 90% Design review meeting.
- 7.10 Bid Ready Specifications: The specifications will be revised based on City Review and any revisions from Pierce County permitting process.
- 7.11 Bid Ready Engineer's Opinion of Probable Construction Cost(OPCC): The Engineer's OPCC will be revised to reflect changes from the 90% Plans and Specifications and Pierce County permitting.
- 7.12 Bid Package QA/QC: KPG Psomas will provide internal Quality Assurance/Quality Control (QA/QC) reviews of the Bid Package prior to submittal for Ad.

### Task 7 Deliverables

- 90% Review Submittal
  - One (1) Set half-size hard copy 90% Plans (11"x17" size).
  - 90% Draft Construction Specifications (Hard Copy and Electronic: PDF).
  - One (1) 90% Engineer's OPCC (Hard Copy and Electronic: PDF).
  - Electronic 90% Plans, Specifications and Estimate posted to FTP Site.
  - Responses to the City 60% Comments (PDF)
- 100% Pierce County Permitting Submittal
  - One (1) set of half-size PDF 100% Sewer Plans (11"x17" size).
  - One (1) Stamped Engineer's OPCC for all sanitary sewer facilities
  - One (1) Pierce County Sewer Extension Permit Application (A1)
  - One (1) Completed Pierce County Sewer Line Extension Design Checklist (C1)
- Final Submittal
  - Bid Documents (Hard Copy and Electronic: PDF)
  - One (1) Engineer's OPCC
  - Five (5) Sets half-size Plans (11"x17" size)
  - One (1) Full-size Plans (22"x34" size)

### Task 7 Assumptions

- The City will not make changes to improvements approved during the Design Development task.
- Project-specific Traffic Control plans will not be provided.
- The Contract Legal, General, and Technical Specifications will be based on the 2023 WSDOT Standard Specifications for Road, Bridge and Municipal Construction and City of Lakewood GSPs.
- The 90% Contract Documents will be reviewed in a single meeting with the City. Plans and Specifications will be submitted to the City 1 week before the review meeting. City Comments and redlines obtained during the review meetings will be incorporated to develop the Final Bid Ready PS&E.
- KPG Psomas construction management staff will perform a 90% constructability review.
- No more than two submittals to Pierce County will be required to acquire the Sewer Line Extension Permit.

## EXHIBIT A

### Task 8 – Permanent Utility Easement Assistance (As Needed)

This task includes the effort required to provide the City with assistance in acquiring permanent utility easements for the sewer main if needed as part of the design. (Assumed 3 parcels)

8.1 Develop & Finalize Easement Legal Exhibits

8.2 Develop & Finalize Easement Legal Descriptions

### Task 9 – Assistance During Bid Period (Limited)

This task includes providing assistance to the City on an as needed/requested basis during the bid period. Efforts under this task may include:

- 9.1 Pre-Bid Meeting: Attend a pre-bid conference for the project and provide support to the City for specific agenda items.
- 9.2 Addenda: Prepare addenda and respond to bidder questions.
- 9.3 Recommendation of Award: Tabulate and review bid results, check references, prepare award package and provide recommendation of Award.

#### Task 9 Deliverables

- Pre-bid conference specific agenda items in word format.
- Addenda documents (if necessary)
- Recommendation of Award and backup documentation (word and PDF)

### Task 10 – Management Reserve

A Management Reserve has been established for this project to provide flexibility of authorizing additional funds to the Agreement for allowable unforeseen costs or reimbursing KPG Psomas for additional work beyond that already defined in this Agreement. Such authorization(s) shall be in writing, prior to KPG Psomas expending any effort on such services, and shall not exceed \$10,000.

## ADDITIONAL SERVICES

It may be necessary for KPG Psomas to provide services in addition to those outlined above as requested and approved by the City. It is assumed that additional services could include tasks such as additional design elements, construction engineering support, construction survey, and/or other work tasks not included in the Scope of Work. At the time these services are required, the Consultant shall provide the City with a detailed Scope of Work and an estimate of costs. The Consultant shall not proceed with the work until the City has authorized the work and issued a Notice to Proceed.

## **EXHIBIT “B”**

### **COMPENSATION**

1. Total Compensation: In return for the Services, the City shall pay the Contractor an amount not to exceed two hundred fifty-one thousand seven hundred and fifty and 00/100 Dollars (\$251,750.00) and Washington State sales tax equal to N/A and N/A/100 Dollars (\$N/A) for a total amount not to exceed two hundred fifty-one thousand seven hundred fifty and 00/100 Dollars (\$251,750.00).
2. Method of Compensation:

EXHIBIT B

PRIME CONSULTANT COST COMPUTATIONS

Client:City of Lakewood

Project Name:Wadsworth St, Silcox Dr. & Boat Street Sewer Extension

KPG Psomas Inc. Project Number:9XXX0X0X00

Date:4/19/2023

Task No.	Task Description	Labor Hour Estimate											Total Hours and Labor Cost Computations by Task	
		Principal	Project Engineer III	Design Engineer I	Senior Project Manager Survey	Survey Crew II (W/Equip)	Survey Crew I (W/Equip)	Project Surveyor	Surveyor III	Construction Manager	Senior CAD Technician	Senior Admin		
		\$285.00	\$188.00	\$133.00	\$251.00	\$260.00	\$205.00	\$164.00	\$137.00	\$185.00	\$138.00	\$133.00	Hours	Totals
Task 1 - Management/Coordination/Administration														
1.1	Project Management		16	8								12	36	\$ 5,668.00
1.2	Progress Meetings	2	8										10	\$ 2,074.00
1.3	Monthly invoices		6										6	\$ 1,128.00
1.4	Develop and Update Schedule	2	6										8	\$ 1,698.00
Task Total		4	36	8	0	0	0	0	0	0	0	12	60	\$ 10,568.00
Task 2 - Field Survey and Basemap Development														
2.1	Survey Control				1	16		3					20	\$ 4,903.00
2.2	Field Survey				2	8	80						90	\$ 18,982.00
2.3	Basemap				1				80				81	\$ 11,211.00
2.4	Right of Way				1			32	8				41	\$ 6,595.00
2.5	Utility Potholes						8		2				10	\$ 1,914.00
Task Total		0	0	0	5	24	88	35	90	0	0	0	242	\$ 43,605.00
Task 3 - Utility Coordination														
3.1	Prepare Utility Letters		2	6									8	\$ 1,174.00
3.2	Develop Utility Conflict Drawing		4	4									8	\$ 1,284.00
3.3	Cross Check Utility Maps/Survey		4	4									8	\$ 1,284.00
3.4	Coordnation with Potholing/relocation		4	8									12	\$ 1,816.00
3.5	Utility Coordination Meeting		2	2									4	\$ 642.00
Task Total		0	16	24	0	0	0	0	0	0	0	0	40	\$ 6,200.00
Task 4 - Preliminary (30%) Design														
4.1	Preliminary Design (2-18 Sheet Sets)	4	42	76	0	0	0	0	0	0	38	0	160	\$ 24,388.00
4.2	Field walk		2	2									4	\$ 642.00
4.3	Preliminary OPCC		2	8									10	\$ 1,440.00
4.4	Preliminary Design Review Meeting	2	2										4	\$ 946.00
Task Total		6	48	86	0	0	0	0	0	0	38	0	178	\$ 27,416.00
Task 5 - Design Development (60% Design)														
5.1	Prepare 60% Plans (19 & 21 Sheets)	4	82	136	0	0	0	0	0	0	44	0	266	\$ 40,716.00
5.2	60% OPCC		2	8									10	\$ 1,440.00
5.3	Prepare Draft Technical Specifications	2	24									4	30	\$ 5,614.00
5.4	60% QA/QC Review	8								8			16	\$ 3,760.00
5.5	60% Design Review Meeting	2	2										4	\$ 946.00
5.6	Pierce County Pre-app meeting	2	2										4	\$ 946.00
Task Total		18	112	144	0	0	0	0	0	8	44	4	330	\$ 53,422.00
Task 6 - Public Involvement/Outreach														
6.1	Field Meetings (5 assumed)		10	15									25	\$ 3,875.00
Task Total		0	10	15	0	0	0	0	0	0	0	0	25	\$ 3,875.00
Task 7- Final (90%, 100% (Pierce Co Permitting) & Final) Design														
7.1	Develop 90% Plans (27 & 32 Sheets)	4	64	148	0	0	0	0	0	0	36	0	252	\$ 37,824.00
7.2	90% Specifications	4	24									8	36	\$ 6,716.00
7.3	90% OPCC		2	8									10	\$ 1,440.00
7.4	90% QA/QC Review	8								8			16	\$ 3,760.00
7.5	90% Design Review Meeting	2	2										4	\$ 946.00
7.6	Pierce County Permit Set	2	16	16									34	\$ 5,706.00
7.7	Pierce County Permits		8	16							8	2	34	\$ 5,002.00
7.8	Pierce County Permit Resbumittal	2	16	16							4	2	40	\$ 6,524.00
7.9	Bid Ready Plans		16	24									40	\$ 6,200.00
7.10	Bid Ready Specifications	2	8									8	18	\$ 3,138.00
7.11	Bid Ready OPCC		2	8									10	\$ 1,440.00
7.12	Bid Package QA/QC	8											8	\$ 2,280.00
Task Total		32	158	236	0	0	0	0	0	8	48	20	502	\$ 80,976.00
Task 8 - Permanent Utility Easement Assistance (As Needed)														
8.1	Develop and Finalize Exhibits				1			2	10				13	\$ 1,949.00
8.2	Develop and Finalize Descriptions				1			8					9	\$ 1,563.00
Task Total		0	0	0	2	0	0	10	10	0	0	0	22	\$ 3,512.00
Task 9 - Assistance During Bid Period (Limited)														
9.1	Attend Pre-Bid Conference	2	2										4	\$ 946.00
9.2	Prepare Addenda/Respond to Questions	2	16										18	\$ 3,578.00
9.3	Recommendation of Award	1	2										3	\$ 661.00
Task Total		5	20	0	0	0	0	0	0	0	0	0	25	\$ 5,185.00
Task 10 - Management Reserve														
													0	\$ -
													0	\$ -
													0	\$ -
													0	\$ -
Task Total		0	0	0	0	0	0	0	0	0	0	0	0	\$ 10,000.00
Total Labor Hours and Fee		65	400	513	7	24	88	45	100	16	130	36	1,424	\$ 244,759.00
Reimbursable Direct Non-Salary Costs														
Mileage at current IRS rate													\$	450.00
Title Reports (assumes 3)													\$	2,500.00
Utility Locating													\$	4,000.00
Reproduction Allowance													\$	41.00
Total Reimbursable Expense													\$	6,991.00
Total Estimated Budget													\$	251,750.00

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> July 17, 2023	<b>TITLE:</b> Authorizing the execution of an agreement with the WA Department of Ecology for the Pollution Prevention Assistance Partnership.	<b>TYPE OF ACTION:</b> — ORDINANCE NO.
<b>REVIEW:</b>	<b>ATTACHMENTS:</b> Interagency Agreement with WA Department of Ecology	— RESOLUTION NO.
		<u>X</u> MOTION NO. 2023-68
		— OTHER

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

**RECOMMENDATION:** That the City Council pass a motion authorizing the City Manager to approve an Interagency Agreement with Department of Ecology for the Pollution Prevention Assistance Partnership.

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

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

**FISCAL IMPACT:** The contract for \$186,958.14 will reimburse the City for the salary of the City's current Storm Water Compliance Inspector over two years; in addition the program allows for reimbursement of items and services that can assist Lakewood businesses in reducing stormwater pollution discharges, a net benefit of \$186,958.14 to the Utility.

Prepared by:  
Weston Ott, PE, Engineer Services Manager

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



Acting City Manager Review:



**IAA No. C2400025**

**INTERAGENCY AGREEMENT (IAA)**

**BETWEEN**

**THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY**

**AND**

**City of Lakewood**

**THIS INTERAGENCY AGREEMENT** (“Agreement” or “IAA”) is made and entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “**ECOLOGY**,” and the City of Lakewood hereinafter referred to as the “**CONTRACTOR**,” pursuant to the authority granted by Chapter [39.34](#) of the Revised Code Washington, Interlocal Cooperation Act.

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

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

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**1. SCOPE OF WORK**

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

## 2. PERIOD OF PERFORMANCE

The period of performance of this IAA will commence on **July 1, 2023**, and be completed by **June 30, 2025**, unless the Agreement is terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

## 3. COMPENSATION

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

Compensation for this agreement will be release in two 1-year phases. Phase One is limited to 50 percent of the project budget and Phase Two can be up to the remaining percentage of the project budget. On or before August 15, 2024, Ecology will evaluate available funding and the CONTRACTOR's performance and progress towards meeting contract deliverables and spending. To release the second-year funding the CONTRACTOR, by June 30, 2024, must:

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

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

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

The parties have determined that the cost of accomplishing the work identified herein will not exceed One hundred eighty-six thousand, nine hundred fifty-eight dollars and fourteen cents (\$186,958.14), including any indirect charges. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree via an amendment to a higher amount. Compensation for services shall be based on the terms and tasks set forth in Appendix A, *Statement of Work*. ECOLOGY will not make payment until it has reviewed and accepted the work.

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

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

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

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

#### **4. BILLING AND PAYMENT PROCEDURE**

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

Send invoices to:

State of Washington  
Department of Ecology  
Hazardous Waste & Toxics Reduction Program  
Attn: Andrew Maher  
4601 N. MONROE ST.  
SPOKANE, WA 99205

**OR**

Electronically submit invoices to:  
Andrew Maher at [anma461@ecy.wa.gov](mailto:anma461@ecy.wa.gov) AND  
Kristine Ray at [kray461@ecy.wa.gov](mailto:kray461@ecy.wa.gov)

Payment requests will be submitted on a Quarterly basis. Invoices must be submitted by the dates outlined in Appendix A, *Statement of Work*, Section X, Table 8. Upon expiration of this Agreement, any claim for payment not already made shall be submitted to ECOLOGY within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

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

Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment, CONTRACTOR must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it->



[systems/statewide-vendorpayee-services](#). For questions about the vendor registration process, contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).

## **5. ALTERATIONS AND AMENDMENTS**

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

## **6. ASSIGNMENT**

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

## **7. ASSURANCES**

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

## **8. CONFORMANCE**

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

## **9. DISPUTES**

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

## **10. FUNDING AVAILABILITY**

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

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

## **11. GOVERNING LAW AND VENUE**

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

## **12. INDEPENDENT CAPACITY**

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

## **13. ORDER OF PRECEDENCE**

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

- a. Applicable federal and state of Washington statutes, regulations, and rules.
- b. Mutually agreed upon written amendments to this Agreement.
- c. This Agreement, number C2400025.
- d. Appendix A, *Statement of Work*.
- e. Appendix B, *Budget Detail*.
- f. Appendix C, *Special Terms and Conditions*.
- g. Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

## **14. RECORDS MAINTENANCE**

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

## **15. RESPONSIBILITIES OF THE PARTIES**

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

## **16. RIGHTS IN DATA**

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

## **17. SEVERABILITY**

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

## **18. SUBCONTRACTORS**

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

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

## **19. SUSPENSION FOR CONVENIENCE**

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

## **20. TERMINATION FOR CAUSE**

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

## **21. TERMINATION FOR CONVENIENCE**

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

## **22. WAIVER**

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

## **23. AGREEMENT MANAGEMENT**

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

### **The ECOLOGY Representative is:**

Name: Andrew Maher  
Address: 4601 N. Monroe Street  
Spokane, WA 99205  
Phone: (509) 290-7806 cell  
Email: [anma461@ecy.wa.gov](mailto:anma461@ecy.wa.gov)

### **The City of Lakewood Representative is:**

Name: Diana Halar  
Address: 6000 Main Street SW  
Lakewood, WA 98499  
Phone: (253) 255-1233  
Email: [dhalar@cityoflakewood.us](mailto:dhalar@cityoflakewood.us)

## 24. ALL WRITINGS CONTAINED HEREIN

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

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

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

### State of Washington Department of Ecology

By:

\_\_\_\_\_  
Signature Date

Katrina Lassiter

\_\_\_\_\_  
Print Name

Hazardous Waste and Toxics Reduction  
Program Manager

\_\_\_\_\_  
Title

### City of Lakewood

By:

\_\_\_\_\_  
Signature Date

John Caulfield

\_\_\_\_\_  
Print Name

City Manager

\_\_\_\_\_  
Title

### City of Lakewood

By:



\_\_\_\_\_  
Signature Date

Heidi Ann Wachter

\_\_\_\_\_  
Print Name

City Attorney

\_\_\_\_\_  
Title

### City of Lakewood

By:

\_\_\_\_\_  
Signature Date

Briana Schumacher

\_\_\_\_\_  
Print Name

City Clerk

\_\_\_\_\_  
Title

## APPENDIX A

### STATEMENT OF WORK

#### Section I. Introduction

This Statement of Work is for the 2023 – 2025 biennial Interagency Agreement (IAA) for the Pollution Prevention Assistance (PPA) Partnership, which is overseen by the Washington State Department of Ecology (ECOLGY), Hazardous Waste & Toxic Reduction Program.

The mission of the Pollution Prevention Assistance (PPA) Partnership is:

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

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

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

PPA work is expected to fall within these general proportions:	
<b>Technical Assistance (TA) Visits</b> (Approximately 10 – 15% of TA Visits may involve PRP) (See Section III)	65%
<b>Unique Program Elements</b> (See Section II)	20%
<b>Training</b> (See Section VIII)	10%
<b>Other (admin, staff meetings, etc.)</b>	5%

The CONTRACTOR is expected to:

- Interact with other partners within the PPA Partnership to provide technical assistance and training and share resources and experiences.
- Set up alerts to receive notifications when requests for information have been made on the PPA Partnership SharePoint Discussion Board.
- Ensure at least one staff member is available to provide timely information and feedback to ECOLOGY’s PPA Coordinator and to attend mandatory meetings and trainings. Feedback on Partnership goals, direction, and projects will occasionally be requested via online surveys and email requests.

- Act in a professional and ethical manner and shall avoid any conflict of interest that might influence the CONTRACTOR's actions or judgement.
- Disclose immediately to ECOLOGY any interest, direct or indirect, that might be construed as prejudicial in any way to the professional judgment of the CONTRACTOR in rendering service under this Agreement.

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

**Table 1: Key Staff**

Staff Name	Estimated FTE	Role
Weston Ott	0.05	Contract Management
Diana Halar	0.50	PPA Specialist
Intern (role not currently filled)	0.25	Intern
Randy Dunn	0.05	Billing
Derek Gibson	0.05	Outreach / Website

## Section II. Unique Program Elements

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

**Table 2: Unique Program Elements**

Unique Program Element	Description	Deliverable(s)
2024 & 2025 Stormwater Outreach Calendars	Educational calendars that reach the entire Lakewood Community. 1,000 – 1,500 calendars will be printed with stormwater messages, done by students K – 12 <sup>th</sup> grade, handed out free to residents & businesses.	<ul style="list-style-type: none"> <li>• Host two assembly style education talks. First assembly with K – 8<sup>th</sup> grade, second assembly with 9<sup>th</sup> – 12<sup>th</sup> grade.</li> <li>• Produce, publish, and distribute calendars containing education and best management practice messages regarding stormwater.</li> <li>• Complete the 2024 calendar by December 2023; Complete the 2025 calendar by December 2024.</li> <li>• Include PPA Branding elements as appropriate.</li> </ul>

All-Staff Planning Committee	Four separate committees (one for each training event) made up of PPA Specialists and Ecology. The committee will work to schedule and facilitate the meetings. The format for these meetings will likely be one in-person per year and one virtual meeting per year.	<ul style="list-style-type: none"> <li>• Work with one or two other jurisdictions to plan 1 All-Staff Training Event (virtual or in-person).</li> <li>• With other committee members, determine a committee chair to schedule planning meetings, track tasks, and finalize the agenda.</li> <li>• Arrange for meeting logistics (venue, food, and beverage, if in person) and speakers.</li> <li>• Participate in all workgroup meetings. If you are unable to attend the meeting, give the committee chair as much notice as possible, and follow up with any assignments or document review as soon as possible.</li> </ul>
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### Section III. Technical Assistance Visits

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

- An **Initial Visit** occurs at the actual site and results in a completed “Basic Checklist” (or enough data gathered to complete data entry into the LSC Database). It will either be the first complete visit to a site OR the first visit in two (2) or more years.
- A **Screening Visit** is an attempted visit to the site, but the business declined or put off the visit, **OR** you were interrupted during the visit and were unable to gather complete data, **OR** you discover that the facility does not exist anymore **OR** you discover that the business does not qualify for a visit under the PPA program (e.g., it is a medium or large quantity generator).
- A **Follow-Up Visit** should occur within 90 days of the Initial Visit. Follow-up should generally be done through an on-site visit. However, a phone conversation, mail or email exchange may count as a Follow-Up Visit if it includes confirmation that the issues that were identified in the initial visit were resolved. Follow-Up Visits must be conducted to resolve High Priority Environmental Issues (See Section Below).

**Table 3: Total Number of Technical Assistance Visits**

<b>Number of Total Visits</b>	<b>200</b>
<b>Target for Initial Visits (60% of Total)</b>	<b>120</b>

Business sectors, organizations, waste streams, and/or geographical area that will provide a focus for the 2023 – 2025 technical assistance visits are listed in Table 4.

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



**Table 4: Technical Assistance Targets**

Technical Assistance Targets	Rationale for Selection
Automotive Repair Shops	Auto repair shops traditionally have the most potential to pollute. Continued outreach & education through inspections is important.
Auto Detail Shops	Washing cars in commercial car washes vs pavement, using safer solvents etc.
Restaurants	The restaurant industry has FOG waste, pressure washing exterior, interior, hood cleaning, community/shared garbage areas, trash compactors all of which they could use education on.

### **High Priority Environmental Issues**

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

When unable to resolve High Priority Environmental Issues, the Pollution Prevention Specialists will refer the issue to ECOLOGY or another appropriate agency. Serious concerns about impacts to human health and/or the environment warrant a consultation with ECOLOGY or other regulatory agencies to determine whether the issue needs to be referred.

#### High Priority Environmental Issues List:

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

### **Visit Guidance**

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

#### **Prior to the Visit:**

- Coordinate with other entities that may be conducting business visits in the area to reduce potential "inspection fatigue".
- Check with ECOLOGY Urban Waters Staff (where applicable) to ensure that the business is not currently being visited by Urban Waters Staff.

- Research site and issues prior to the visit using a combination of data sources such as LSC Database for previous visits or visit to similar businesses, industry resources, news articles, etc.
- To the extent possible, verify the site is not a medium or large quantity generator.
- Check to see if a sector specific Checklist or Tip Sheet is available on the PPA Partnership SharePoint site to help guide the visit.

#### **During the Visit:**

- Provide technical assistance on proper management of dangerous waste, prevention of stormwater pollution, spill prevention, and reduction of hazardous substance use (when applicable).
- Ensure, at a minimum, all items on the Basic Checklist are reviewed.
- If while at the site, it becomes apparent the business is a medium or large quantity generator, either complete the visit and count it as a screening visit, OR formally refer the dangerous waste portion to ECOLOGY to count it as a full initial visit.
  - This site should not be scheduled for future visits, unless it is likely their generator status has changed to qualify as an SQG.
- If appropriate, encourage businesses to participate in local green business programs, such as the EnviroStars business certification program, EnviroCertified, or other green business programs.
- If a Product Replacement Program (PRP) opportunity exists for the business, discuss the opportunity, terms and conditions, and steps to qualify as outlined in Appendix A, *Statement of Work*, Section V, Product Replacement Program.
- Discuss spill response preparedness and offer spill kit for developing a plan. Funds can be used to purchase spill kits to provide to businesses. Occasionally, ECOLOGY will provide spill kits through a bulk order if funding is available.
- Photograph observed issues for before and after photos to use in writing up case studies.
- Activities that may be beneficial during the visit include, but are not limited to:
  - Walking the site (interior and exterior).
  - Checking storm drains.
  - Checking for illicit connections.
  - Checking dumpster and waste storage.
  - Providing handouts with technical information and guidance.
  - Ensuring necessary permits are in place.

#### **End of Visit / After Visit:**

- Provide written follow-up to the business to document the results of the visit. This can be done by leaving a copy of the checklist or other documentation with the business at the end of the visit, by using a commitment postcard (format available in Education & Outreach Documents on PPA Partnership SharePoint), or by sending follow-up letters/emails, or alternatively by sending a “thank you” postcard if no issues were identified.
- If necessary, coordinate with other agencies (e.g., the fire marshal, code enforcement, stormwater, wastewater treatment, and/or moderate risk waste staff) to ensure that the information you are providing is consistent with the other agency’s regulations and/or best management practices.
- PPA Specialists will make referrals to ECOLOGY as needed and report results.

### **Section IV: Partnership Branding and Outreach**

When unique outreach or education materials are developed by the CONTRACOTR using PPA Partnership funds, a draft must be sent to ECOLOGY for review and approval. To the extent feasible, the CONTRACTOR must utilize the Partnership’s branding tools and templates available to produce these

materials. The intent of this requirement is to facilitate a unified branding image and consistent messaging across the Partnership. The Partnership logo and other branding resources are available on the PPA Partnership SharePoint site.

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

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

Each CONTRACTOR must maintain a PPA webpage which meets the minimum requirements. See PPA Partnership SharePoint site for requirements (Link in Appendix A, *Statement of Work* section XII Resources).

## **Section V: Product Replacement Program (PRP)**

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

PPA contractors are integral to the PRP. The CONTRACTOR will seek and discuss opportunities to assist businesses with switching processes, products, or equipment to use effective safer alternatives.

The CONTRACTOR will assist ECOLOGY with the following programs:

- Replacement of dry-cleaning technology that uses perchloroethylene by visiting dry cleaners, discussing the program, assisting with required paperwork, and completing the final visit after new machine installations. Guidelines for this program are outlines in separate documents and posted on the PPA Partnership SharePoint.
- Degreasers in parts washing systems in the automotive repair sector by visiting automotive repair facilities, discussing the program, assisting with required paperwork, and completing the final visit after new machine installation. Guidelines for this program are outlines in separate documents and posted on the PPA Partnership SharePoint.
- Promoting proper management and recycling of mercury containing thermostats through the national program Thermostat-Recycle.Org

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

- BPA Thermal receipts replacement program to replace thermal receipts which contain BPA.
- Flame retardants in foam and equipment at gymnasiums, play centers, and recreations facilities.
- PCB containing light ballasts in public schools.
- Public School Laboratory Clean-Outs
- PFAS-containing firefighting foam takeback program. Currently ECOLOGY is working directly with fire departments, but this program may be expanded to businesses with PFAS-containing fire suppression systems.

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

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

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

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

For information about an optional voucher program that the CONTRACTOR can provide directly to a business, see Appendix A, *Statement of Work*, Section XI, Small Change Voucher Program.

## Section VI: Timeline

**Table 5: Timeline**

Time Period	Goal for # of Site Visits	Unique Program Element Activities	Technical Assistance Target Activities
July 1, 2023 – December 31, 2023	35 initial, 10 follow-up, and 5 screening.	Create 2024 Stormwater Outreach Calendar with	Auto Repair Shops, Auto detail and restaurants

		Student living at Western State Hospital.	
January 1, 2024 – June 30, 2024	35 initial, 10 follow-up, and 5 screening.	Will be on assist with Auto Repair shop to improve environmental stewardship. PPA All-Staff Training Committee	Auto Repair Shops, Auto detail and restaurants
July 1, 2024 – December 31, 2024	35 initial, 10 follow-up, and 5 screening.	Education & Outreach at a local elementary school regarding stormwater and wastes. Students will then assist in creating the 2025 Stormwater Outreach Calendar. PPA All-Staff if needed.	Auto Repair Shops, Auto detail and restaurants
January 1, 2025 – June 30, 2025	35 initial, 10 follow-up, and 5 screening.	PPA All-Staff if needed.	Auto Repair Shops, Auto detail and restaurants

## Section VII: Local Source Control (LSC) Database

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

- Collect enough information to complete all the applicable fields in ECOLOGY's LSC database and enter it into the database within 15 workdays of the visit.
- If you make a referral to a regulatory agency, enter the information about the referral into the database within 15 workdays of the referral.
- Ensure that data entry is complete and accurate.
- At a minimum, all elements on the most recent version of ECOLOGY's PPA Basic Checklist must be checked at each business visit. Specialists must attest that they have verified all elements.
  - Additional sector specific checklists are available on the ECOLOGY PPA Partnership SharePoint Site.
  - CONTRACTOR may substitute use of their own version(s) of the checklist(s) if it contains all elements of ECOLOGY's PPA Basic Checklist and has been reviewed and approved by ECOLOGY.
- Refer to the LSC database instructions posted in the database interface or contact ECOLOGY PPA Staff for assistance with database entry.
- If using paper checklists or equivalent documentation, maintain originals in accordance with your local public disclosure laws.

## Section VIII: Training

ECOLOGY expects that the CONTRACTOR will provide basic training to the Pollution Prevention Assistance Specialists on topics relevant to their position. ECOLOGY will provide additional training to ensure that CONTRACTOR's staff are properly trained and supported to conduct PPA activities, and that

experienced staff are exposed to new information, and have opportunities to share their expertise for the benefit of the PPA Partnership.

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

**Table 7** below contains a tentative training schedule for monthly webinars and the twice annual All-Staff meetings; ECOLOGY will communicate the final schedule to the CONTACTOR.

### **New PPA Specialist Training & SharePoint Resources**

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

**Table 6: New Specialist Discussion Panel Schedule**

2023	2024	2025
August 10, 2023	February 8, 2024	February 13, 2025
October 12, 2023	April 11, 2024	April 10, 2025
December 14, 2023	June 13, 2024	May 8, 2025
	August 8, 2024	June 12, 2025
	October 10, 2024	
	December 12, 2024	
<b>Attendance Requirement:</b> All new specialists who have not yet attended six (6) discussion panels are required to attend. Panelists are required to attend all discussion panels.		

### **Field Mentoring & Shadow Workday**

The CONTRACTOR will provide training to their new staff to ensure they can perform field work. In addition, ECOLOGY will assign two experienced PPA Specialists as mentors to provide field training and support to a new hire. If available, one mentor will be from the CONTRACTOR’s organization and the other mentor from another PPA contractor (partner) jurisdiction in as close a geography as possible. Mentors will be assigned within two weeks of notifying ECOLOGY of new staff hires.

Field mentoring will involve a series of accompanied field visits designed by the mentor and ECOLOGY staff to support the needs of the new hire. When the mentor and new hire determine they are ready, an ECOLOGY staff person will accompany the new hire on a few technical assistance visits in their jurisdiction on a shadow workday, to ensure that they are providing accurate information on proper waste management, spill prevention, storm water pollution prevention, and toxics reduction opportunities. See New Specialist Training Plan (link in Appendix A, *Statement of Work* section XII Resources) for additional details on mentoring and training resources provided to new specialists.

### **All-Staff Training for all PPA Specialists**

All-Staff Trainings will be planned and conducted by teams of PPA Specialists from two or three PPA Partners, who have signed up to plan these trainings as a unique program element. When appropriate, these trainings will be held in-person to facilitate interaction and networking between PPA Specialists, ECOLOGY, and invited presenters.

Training topics at All-Staff Trainings are intended to help new staff become more competent in their work, and experienced staff to gain greater technical depth on relevant topics. ECOLOGY staff will determine the teams, provide initial guidance, review agendas, and provide support for planning and logistics.

Typically, these trainings are held the second Wednesday in September/October and March/April. The in-person trainings are typically scheduled to run between 8:30 a.m. and 3:30 p.m. with overnight travel allowed for jurisdictions if needed (see state travel rules). ECOLOGY must pre-approve overnight travel if it is being charged to the PPA partner budget.

When trainings are held virtually online, the training will typically be scheduled for 8:30 a.m. to 12:00 p.m. across two days, usually a Tuesday and Wednesday.

**Attendance Requirement:** Unless prior approval has been given by ECOLOGY, it is mandatory for at least one PPA Specialist per jurisdiction to attend the All-Staff Training. This person is responsible for disseminating information back to the PPA Specialists from that jurisdiction. Managers are welcome to attend the All-Staff Trainings but are not required to attend.

Generally, training substitutions are not allowed for the All-Staff Training, however, exceptions may apply. Ecology staff must approve non-emergency absences or training substitutions at least two weeks prior to the training.

### **Monthly Webinar Trainings**

ECOLOGY conducts monthly webinar trainings during most of the months of the year. These sessions are intended to expose PPA Specialists to new information or technical topics relevant to their work. Suggestions on topics and speakers are welcomed from PPA Partners. ECOLOGY will also ask PPA Partners to present on case studies.

These meetings are one and a half hour (1.5 hours) sessions, held on the second Wednesday of the month. Occasionally these sessions will need to be scheduled at alternative times to accommodate speaker availability. Up to eight (8) webinars will be scheduled each year. See Table 7 for the tentative training schedule.

**Attendance Requirement:** Each PPA Specialist must attend at least six (6) of the eight (8) Webinars each year.

Other trainings, relevant to PPA Specialists' work, may be substituted for up to two of the Webinars. Notification of the substitution must be provided to and pre-approved by the PPA Coordinator at least two weeks in advance of the Webinar that will be missed by the Specialist.

**Table 7: Tentative Training Schedule (Subject to Change)**

Date	Training Type	Date	Training Type
July 2023	No Training	July 2024	No Training
August 9, 2023	Webinar	August 14, 2024	Webinar
September 13, 2023	Webinar or All-Staff	September 11, 2024	Webinar or All-Staff
October 11, 2023	Webinar or All-Staff	October 9, 2024	Webinar or All-Staff
November 8, 2023	Webinar	November 13, 2024	Webinar
December 13, 2023	Webinar	December 11, 2024	Webinar
January 10, 2024	Webinar	January 8, 2025	Webinar
February 14, 2024	Webinar	February 12, 2025	Webinar
March 13, 2024	Webinar or All-Staff	March 12, 2025	Webinar or All-Staff
April 10, 2024	Webinar or All-Staff	April 9, 2025	Webinar or All-Staff
May 8, 2024	Webinar	May 14, 2025	Webinar
June 12, 2024	Webinar	June 11, 2025	Webinar
<b>Attendance Requirement:</b> Each PPA Specialist must attend at least six (6) of the eight (8) scheduled Webinars each year. PPA Specialists must attend both All-Staff Trainings unless prior approval has been obtained from the PPA Coordinator.			

## Section IX: Reporting and Contract Changes

### Quarterly Progress Reports

A brief progress report shall be submitted quarterly with each invoice (See Schedule in Section X, Table 8, *Invoicing Schedule*). This report should indicate the work completed during the quarter and billed on the invoice, including the type and number of visits conducted, progress on unique program elements, and any other information regarding contract performance that should be brought to ECOLOGY's attention. The Quarterly Progress Report should **ONLY** include the status of the work conducted during the quarter and **NOT** include a roll-up of progress to-date since it serves as backup documentation for the expenses included in the quarterly invoicing. See Appendix A, *Statement of Work*, Section X, Invoicing.

### Annual Reports

Annual Reports are used to briefly summarize contract status to-date including; number of site visits performed, unique program element activities conducted, Technical Assistance target activities conducted, lessons learned, and budget status. Annual reports shall be provided to ECOLOGY by **July 31, 2024, and**



**July 31, 2025.** The report shall include two to three “case studies” of a business or organization that benefitted from a PPA site visit. Photographs of the business before and after the visit, showing the beneficial changes should be provided, if possible. The second-year annual report should capture details for the full contract period as ECOLOGY will use these reports to create a biennial report on the Partnership. ECOLOGY will make report templates available on the PPA Partnership SharePoint. ECOLOGY will request, with advanced notice, that PPA CONTRACTORS provide presentations on their case studies at Webinars and/or All-Staff Trainings.

### **Contract Changes**

Any of the following changes shall be reported to the ECOLOGY PPA Partnership Coordinator within **10 businesses days**.

- Key personnel changes (staff or manager leaving, new hires, etc.). Changes to key personnel must be documented with updated copies of the key staff table.
- Initiation of, or changes to, a subcontract. See Section 18 of the Interagency Agreement for specific information that is required regarding subcontractors.

### **Section X: Invoicing**

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

- See also Appendix A, *Statement of Work*, Section V.
- The Invoice Voucher (form A19-1A) must have a wet signature or scanned, if submitted electronically. An electronic signature is also allowed for electronic submittals. If submitting a scanned or electronic copy, the CONTRACTOR will retain the original signed A19-1A in CONTRACTOR’s records, per record retention requirements.
- Supporting documentation may be submitted via email.
- Each invoice shall only bill for actual hours worked during the quarter, which may be higher or lower than the FTE estimate in Appendix A, *Statement of Work*, Section 1, Table 1 – Key Staff Table.
- Quarterly invoicing will follow the schedule in Table 8.

**Table 8: Invoicing Schedule**

Quarter in Contract Cycle	Months in Quarter	Invoice Due Date
1	July, August, September 2023	November 10, 2023
2	October, November, December 2023	February 9, 2024
3	January, February, March 2024	May 10, 2024
4	April, May, June 2024	July 31, 2024*
5	July, August, September 2024	November 8, 2024
6	October, November, December 2024	February 7, 2024
7	January, February, March 2025	May 9, 2025

8	April, May, June 2025	July 31, 2025*
* - Earlier due date during these quarters due to end of fiscal year requirements.		

## Section XI: Small Change Voucher Program

The CONTRACTOR will offer businesses vouchers for the cost of pollution prevention equipment or other recommendations, in accordance with the procedures developed for this voucher program. Payments will be made directly by the CONTRACTOR to the business. Examples of qualifying equipment or costs include but are not limited to; secondary containment, drum covers, drum funnels with lids, infrastructure changes, substitution of less toxic products, and catch basin cleaning. The CONTRACTOR must maintain records for each of their voucher reimbursement payments, and ensure a business is limited to one voucher per calendar year. Each voucher payment will be capped at \$500.00 or less. These reimbursements will come from the Small Change Voucher Program budget category (see Appendix B). Documentation of voucher payments will be submitted to ECOLOGY with the quarterly invoicing (See Section X).

The CONTRACTOR will follow the procedures approved by ECOLOGY and housed on the PPA Partnership SharePoint.

## Section XII: Resources

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

- PPA Partnership SharePoint:  
<https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/SitePages/Home.aspx>
- LSC Database: <http://ecyaphwtr/lsc/Search.aspx>
- Invoice Voucher A19-1A:  
<https://des.wa.gov/sites/default/files/public/documents/HRPayroll/SACS/A-19-1AForm.doc?=5c82f>
- Partnership Report Templates:  
<https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/Templates/Forms/AllItems.aspx>
- Checklists & Tip Sheets:  
<https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/Checklist%20%20Tip%20Sheets/Forms/AllItems.aspx>
- New Specialist Training Plan:  
[https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/\\_layouts/15/guestaccess.aspx?guestaccess token=sKGMtCuahLyLqRg3DVAtFJUEFUmr%2f47wAGdA%2bVUOdY%3d&docid=2\\_1d683e4662c1b424896349a0e1ead4150&rev=1](https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/_layouts/15/guestaccess.aspx?guestaccess token=sKGMtCuahLyLqRg3DVAtFJUEFUmr%2f47wAGdA%2bVUOdY%3d&docid=2_1d683e4662c1b424896349a0e1ead4150&rev=1)
- New Specialist Training modules:  
<https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/New%20Specialist%20Training/Forms/By%20Training%20Type.aspx>
- Travel Per Diem Rates:
  - Rate Tables - <https://ofm.wa.gov/accounting/administrative-accounting-resources/travel/diem-rate-tables>
  - Rate Map - <https://ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf>

## APPENDIX B BUDGET DETAIL

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

Category		Amount
Salaries		\$121,255.98
Benefits		\$36,202.16
Subcontracts		\$0.00
Goods & Services (see Table A Below)		\$20,000.00
Equipment (see Table B Below)		\$4,000.00
Travel / Training		\$3,000.00
Small Change Voucher Program (See Section XI)		\$2,500.00
<b>Subtotal Direct Costs</b>		\$186,958.14
Indirect Costs	Rate (%)	0.00%
	Indirect Amount	0.00
<b>Total Award</b>		\$186,958.14

- \* ☐ **Applied to Salaries & Benefits, OR**  
☐ **Applied to All Categories Except Small Change Voucher Program**

**Table A: Goods & Services**

Goods & Services over \$1,000 must be listed here or approved by ECOLOGY PRIOR to reimbursement.	Estimated Cost
Printing Calendar 2024	\$10,000.00
Printing Calendar 2025	\$10,000.00

**Table B: Equipment**

Equipment over \$1,000 must be listed here or approved by ECOLOGY PRIOR to reimbursement.	Estimated Cost

## **APPENDIX C**

### **SPECIAL TERMS AND CONDITIONS**

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

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b>	<b>TITLE:</b> Authorizing the execution a professional services agreement with Flock Safety Falcon for vehicle technology.	<b>TYPE OF ACTION:</b>
July 17, 2023		<input type="checkbox"/> ORDINANCE NO.
		<input type="checkbox"/> RESOLUTION NO.
<b>REVIEW:</b>	<b>ATTACHMENTS:</b>	<input type="checkbox"/> MOTION NO. 2023-69
July 11, 2023		<input type="checkbox"/> OTHER

**SUBMITTED BY:** Patrick Smith, Chief of Police

**RECOMMENDATION:** It is recommended that the City Council authorize the execution a professional services agreement with Flock Safety Falcon for vehicle fingerprint technology.

**DISCUSSION:** With the evolving advancement of technology, Automated License Plate Readers (ALPRs) have become a modern-day investigatory tool for numerous law enforcement agencies. ALPR technology has become an industry standard that has proven to be an effective and efficient resource for law enforcement to detect, solve, prevent, and deter crime in a focused and unbiased manner.


ALPR systems function to capture a vehicle's license plate automatically, then compare the captured license plate number to one or more databases of vehicles of interest to law enforcement. The automated capture, analysis, and comparison of vehicle license plates typically occur within seconds and alerts officers almost immediately when a vehicle of interest is identified. These fixed cameras only capture and read license plates that travel on public roadways and do not identify any individual or access anyone's personal information through their analysis of license plate characters.

The implementation of an ALPR program will provide the Lakewood Police Department (LPD) with the ability to enhance its investigative efforts in the following ways:

- Locate stolen vehicles entering and exiting the City.
- Locate vehicles wanted in connection with criminal activity.
- Provide LPD with investigative leads into crimes committed within the City.

**ALTERNATIVE(S):** The City Council could choose to decline to authorize execution of the professional services agreement.

**FISCAL IMPACT:** The initial cost is \$117,000 for 36 Flock Safety Cameras. The ongoing annual cost is \$108,000 annually.

Patrick Smith	
Prepared by	Acting City Manager Review
Department Director	

## **Flock Safety + WA - Lakewood PD**

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Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

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MAIN CONTACT:  
Mack Larkin  
[mack.larkin@flocksafety.com](mailto:mack.larkin@flocksafety.com)  
3603912071



EXHIBIT A  
**ORDER FORM**

Customer: WA - Lakewood PD  
Legal Entity Name: WA - Lakewood PD  
Accounts Payable Email: jalwine@cityoflakewood.us  
Address: 9401 Lakewood Dr Sw Lakewood, Washington  
98499

Initial Term: 24 Months  
Renewal Term: 24 Months  
Payment Terms: Net 30  
Billing Frequency: Annual Plan - First Year Invoiced at Signing.  
Retention Period: 30 Days

**Hardware and Software Products**

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$108,000.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS ™	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon ®	Included	36	Included

**Professional Services and One Time Purchases**

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$650.00	6	\$3,900.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	30	\$4,500.00
<b>Subtotal Year 1:</b>			\$116,400.00
<b>Annual Recurring Subtotal:</b>			\$108,000.00
<b>Estimated Tax:</b>			\$22,440.00
<b>Contract Total:</b>			\$224,400.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

**Billing Schedule**

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$116,400.00
Annual Recurring after Year 1	\$108,000.00
Contract Total	\$224,400.00

\*Tax not included



## Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

## FlockOS Features & Description

### Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

**By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.** The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Customer: WA - Lakewood PD**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_


Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_

Approved as to form:



Heidi Ann Wachter, City Attorney

Attest:

\_\_\_\_\_  
Briana Schumacher, City Clerk

## Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 07 day of June 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

### RECITALS

**WHEREAS**, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

**WHEREAS**, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

**WHEREAS**, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

**WHEREAS**, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

## AGREEMENT

**NOW, THEREFORE,** Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

### 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

## 2. SERVICES AND SUPPORT

**2.1 Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

**2.2 Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

**2.3 Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at [support@flocksafety.com](mailto:support@flocksafety.com) (such services collectively referred to as “**Support Services**”).

**2.4 Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies; the competitive strength of, or market for, Flock’s products or services; such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not

diminish the quality of the services or materially change any terms or conditions within this Agreement.

**2.5 Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

**2.6 Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

**2.7 Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock

is to perform services under this Agreement, Flock shall have the right to cease work immediately.

### 3. CUSTOMER OBLIGATIONS

**3.1 Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

**3.2 Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

### 4. DATA USE AND LICENSING

**4.1 Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform



all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

**4.2 Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

**4.3 Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

## **5. CONFIDENTIALITY; DISCLOSURES**

**5.1 Confidentiality.** To the extent required by any applicable public records requests, each Party (the “***Receiving Party***”) understands that the other Party (the “***Disclosing Party***”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “***Proprietary Information***” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving

Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

**5.2 Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other

than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

**5.3 Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

## **6. PAYMENT OF FEES**

**6.1 Billing and Payment of Fees.** Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

**6.2 Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

**6.3 Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

**6.4 Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing

authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

## 7. TERM AND TERMINATION

**7.1 Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

**7.2 Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“Cure Period”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

**7.3 Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 10.6.

## 8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

**8.5 Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

**8.6 Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

## **9. LIMITATION OF LIABILITY; INDEMNITY**

**9.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

**9.2 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

**9.3 Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

## **10. INSTALLATION SERVICES AND OBLIGATIONS**

**10.1 Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

**10.2 Deployment Plan.** Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

**10.3 Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

**10.4 Customer Installation Obligations.** Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

**10.5 Flock's Obligations.** Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

## **11. MISCELLANEOUS**



**11.1 Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

**11.2 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

**11.3 Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

**11.4 Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

**11.5 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

**11.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

**11.7 Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

**11.8 Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

**11.9 Feedback.** If Agency or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**11.10 Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

**11.11 Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

**11.12 Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Public Disrepute.** In the event Customer or its employees become the subject of an indictment, arrest, public disrepute, contempt, scandal or behaves in a manner that, in the reasonable judgment of Flock, reflects unfavorably upon Flock, and/or their officers or principals, licensees, such act(s) or omission(s) shall constitute a material breach of this Agreement and Flock shall, in addition to any other rights and remedies available to it hereunder, whether at law or in equity, have the right to elect to terminate this Agreement.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: [legal@flocksafety.com](mailto:legal@flocksafety.com)

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B  
**INSURANCE**

**Required Coverage.** Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement.

**Types and Amounts Required.** Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and
- (v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b>	<b>TITLE:</b> Authorizing the execution of an interlocal agreement with the City of Kent for Wireless Network Forensics Server Use.	<b>TYPE OF ACTION:</b>
July 17, 2023		<input type="checkbox"/> ORDINANCE NO.
		<input type="checkbox"/> RESOLUTION NO.
<b>REVIEW:</b>		<input checked="" type="checkbox"/> MOTION NO. 2023-70
		<input type="checkbox"/> OTHER
	<b>ATTACHMENTS:</b>	
	Interlocal Agreement	

**SUBMITTED BY:** Lt. Andy Gildehaus

**RECOMMENDATION:** It is recommended that the City Council authorize the execution of an interlocal agreement with the City of Kent for Wireless Network Forensics Server Use.


**DISCUSSION:** Kent currently contracts with Gladiator Forensics, LLC (“Gladiator”) for wireless network forensics that enable the Kent Police Department to collect and/or comprehensively analyze wireless data in direct support of criminal investigations and missing persons cases.

The Lakewood Police Department wishes to contract with Gladiator for similar services without incurring the costs associated with installation of a dedicated server for use of the system. The Lakewood Police Department has already used a trial program from Gladiator under this proposed configuration and benefited greatly in recent criminal investigations and apprehensions.

The City of Lakewood Legal Department has already reviewed the ILA and has approved the Lakewood Police Department to move forward with the recommendation to the City Council.

**ALTERNATIVE(S):** The City Council could decline to authorize execution of the interlocal agreement.

**FISCAL IMPACT:** The fiscal impact is minimal to the City of Lakewood. The Lakewood Police Department would purchase parallel software from Gladiator with funds already budgeted for this application. The total cost of less than \$10,000 would be covered by seizure funds. Through this partnership, we are using the already in place server infrastructure provided by City of Kent. To create that same type of system today would cost the City of Lakewood over \$200,000 to create and maintain. We can use our current servers to keep the data completely separate from the main server but utilize the system to run the software as if we were hosting it.

<u>Lt. Andy Gildehaus</u> Prepared by	 Acting City Manager Review
<u>Chief Patrick Smith</u> Department Director	

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF KENT AND THE CITY OF LAKEWOOD FOR  
WIRELESS NETWORK FORENSICS SERVER USE**

THIS AGREEMENT is entered into by and between the City of Kent ("Kent"), a municipal corporation in the State of Washington, and the City of Lakewood ("Lakewood"), a municipal corporation in the state of Washington, collectively the ("Parties").

WHEREAS, this Agreement is made under the authority of the Interlocal Cooperation Act, Ch. 39.34 RCW; and

WHEREAS, Kent currently contracts with Gladiator Forensics, LLC ("Gladiator") for wireless network forensics that enable the Kent Police Department to collect and/or comprehensively analyze wireless data in direct support of criminal investigations and missing persons cases; and

WHEREAS, Lakewood wishes to contract with Gladiator for similar services without incurring the costs associated with installation of a dedicated server for use of the system; and

WHEREAS, Kent is willing to provide separate remote access to Lakewood for this purpose; and

NOW, THEREFORE, in consideration of the terms and conditions set forth below, it is mutually agreed by and between Kent and Lakewood as follows:

1. PURPOSE OF AGREEMENT. The purpose of this Agreement is to provide for the Lakewood Police Department to use Gladiator servers hosted by the Kent Police Department; to establish guidelines for this use; and to set forth conditional fees to be paid by Lakewood for such services.

2. SERVER ACCESS AND USE PROVIDED. The Kent Police Department shall provide server access to Lakewood as provided in this Agreement.

2.1 Use of Gladiator Equipment. Kent shall allow Gladiator to provide Lakewood with remote access to the Kent's Gladiator server for the exclusive purpose of wireless network forensics. This web deployment is user and password controlled and will ensure that Kent and Lakewood cases and data are kept separate with no crossover access by either party.

2.2 Licensing Requirement. Lakewood shall maintain a valid license to access and use Gladiator services, including any software that Lakewood accesses through Kent's server. Any licensing agreement shall specifically reference Lakewood's use of Kent's Gladiator server and the consent of Gladiator to this use. Lakewood shall provide this licensing agreement to Kent within 30 days of effective date of this agreement.

2.3 Data Access. The Parties to this agreement shall at no time have access to any searches, investigations, or other data obtained through the other party's use of the Gladiator software. In relation to any disclosures required under the Washington Public Records Act, the parties agree that neither party shall prepare, own, use, or retain any records or data related to the other party's use.

3. FEES. In consideration of the services enumerated in this Agreement, the Parties agree to the fees and charges below.

3.1 Server/Equipment Expansion Fee. Lakewood shall be responsible for paying the costs of any server expansion or additional hardware reasonably necessary to accommodate Lakewood's use of the server. A proportion of any costs may be assigned to Lakewood in the event that use by Kent or other parties substantially contribute to the need for expansion or additional hardware. The City of Kent shall inform Lakewood of any fees in writing 15 days prior to any invoice for these fees. Lakewood may terminate this Agreement upon receipt on such notice.

3.2 Service Costs. Lakewood shall be responsible for any maintenance fees reasonably attributable to Lakewood's use of this system.

4. BILLING AND PAYMENT. Lakewood shall pay Kent the fees and costs described in this Agreement upon receipt of an invoice. The invoice shall be sent to Lakewood at the address provided for notices. Lakewood shall pay to Kent the amounts invoiced within 30 days of receipt of such bill. The failure of Kent to invoice Lakewood for fees or costs shall not relieve Lakewood of the responsibility for paying any fees or costs as required by this Agreement.

The Parties may agree in writing to an alternate method or timing for invoicing and payment.

5. EFFECTIVE DATE - TERMINATION. The initial term of this Agreement shall start on \_\_\_\_\_, 2023, and shall remain in effect through June 30, 2026. This Agreement may be automatically renewed by the Parties for successive terms by written Agreement of the parties. Agreements for successive terms shall be agreed to by the Parties by May 1 of the year in which the then current term ends.

5.1. Early Termination without Breach. Should either party desire to terminate this Agreement absent a breach, a notice of termination shall be provided in writing to the other party no less than 30 days prior to the effective date of the termination. Kent shall not be liable for any costs associated with this termination, including loss of Gladiator software use or license fees due to loss of server access.

6. INDEMNIFICATION.

6.1. Lakewood shall indemnify and hold harmless Kent and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of



Lakewood, its officers, agents, and employees, or any of them relating to or arising out of the performance of this contract. In the event that any suit based upon such a claim, action, loss, or damage is brought against the Kent, Lakewood shall defend the same at its sole cost and expense, including the payment of applicable attorney's fees; provided that Kent retains the right to participate in said suit; and if final judgment be rendered against Kent, and its officers, agents, and employees, or any of them, or jointly against Kent and Lakewood and their respective officers, agents, and employees, or any of them, the Parties shall apportion any damages between them according to the proportionate amount of fault as set forth in the judgment.

6.2. The provisions of this Section shall survive termination of this Agreement.

7. INSURANCE. Lakewood shall procure and maintain for the duration of the Agreement, insurance of the types and in amounts described in Exhibit A attached and incorporated by reference.

8. MISCELLANEOUS.

8.1 Financing. There shall be no financing of any joint or cooperative undertaking pursuant to this Agreement, except as set forth herein. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

8.2 Property. This Agreement does not provide for the acquisition, holding or disposal of real or personal property.

8.3 Joint Administrative Board. No separate legal or administrative entity is created by this Agreement. To the extent necessary, this Agreement shall be jointly administered by the Police Chief for Kent or his/her designee, and the Police Chief for Lakewood or his/her designee, who together, shall constitute the board contemplated in RCW 39.34.030(4)(a).

8.4 Failure to File or Publish. The failure of either Party to file or publish this Agreement in accordance with RCW 39.34.040 shall not affect the enforceability of this Agreement as between the Parties.

8.5 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the Parties hereto. Either party may request amendments to this Agreement. Proposed amendments which are mutually agreed upon shall be incorporated by written amendment hereto.

8.5 Entire Agreement. Nothing contained herein is intended to, nor shall be construed to, create any rights in any third party, or to form the basis for any liability on the part of the Parties to this Agreement, or their officials, officers, employees, agent, or representatives, to any third party.

8.7 Notices. Notices shall be sent to the following addresses:

Mayor and  
Police Chief  
City of Kent  
220 Fourth Avenue South  
Kent, WA 98032

City Manager and  
Police Chief  
City of Lakewood  
6000 Main Street SW  
Lakewood, WA 98498

8.8 Severability. If, for any reason, any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

8.9 Discrimination. Each party acknowledges that it is subject to certain requirements and assurances relating to non-discrimination as required by Federal and State laws and regulations as outlined in Exhibit B, attached and incorporated herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

**CITY OF KENT:**

**CITY OF LAKEWOOD:**

\_\_\_\_\_  
Dana Ralph, Mayor

\_\_\_\_\_  
John J. Caulfield, City Manager

Dated:\_\_\_\_\_

Dated:\_\_\_\_\_

Attest:

\_\_\_\_\_  
Kim Komoto, City Clerk

\_\_\_\_\_  
Briana Schumacher, City Clerk

Dated:\_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Tammy White, City Attorney

\_\_\_\_\_  
Heidi Ann Wachter, City Attorney

## **EXHIBIT B**

### **CITY OF KENT NON-DISCRIMINATION POLICY**

The City of Kent (City) is committed to conform to Federal and State laws regarding equal opportunity. As such all contractors, subcontractors, consultants, vendors, and suppliers who perform work with relation to this Agreement shall comply with the regulations of the City's equal employment opportunity policies.

The City of Kent and its contractors are subject to and will comply with the following:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964).
- Ch. 49.60 RCW (Washington Law Against Discrimination)

The preceding statutory and regulatory cites hereinafter are referred to as "the Acts and Regulations".

The following statements specifically identify the requirements the City deems necessary for any contractor, subcontractor, or supplier on this specific Agreement to adhere to. An affirmation of all of the following is required for this Agreement to be valid and binding. If any contractor, subcontractor, or supplier willfully misrepresents themselves with regard to the directives outlined below, it will be considered a breach of contract and it will be at the City's sole determination regarding suspension or termination for all or part of the Agreement.

The statements are as follows:

1. I have read the attached City of Kent administrative policy number 1.2.
2. During the time of this Agreement I will not discriminate in employment on the basis of sex, race, color, national origin, age, or the presence of all sensory, mental or physical disability.
3. During the time of this Agreement I, the prime contractor, will provide a written statement to all new employees and subcontractors indicating commitment as an equal opportunity employer.
4. During the time of the Agreement I, the prime contractor, will actively consider hiring and promotion of women and minorities.
5. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- A. **Compliance with Regulations:** The contractor, subcontractor, consultant, vendor, and supplier (hereinafter "Contractor") will comply with all Acts and the Regulations relative to non-discrimination, including those applicable to Federally-assisted programs of the U.S. Department of Transportation, State-assisted programs through the Washington State Department of Transportation, and generally under Washington's Law Against Discrimination, Ch. 49.60 RCW, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
- D. **Information and Reports:** The contractor will provide all information and reports required by the Acts and Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined applicable to contractor's contract by the City or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts and Regulations and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the City or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the non-discrimination provisions of this contract, the City will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:
- a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
- F. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts and Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the City or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such

direction, the contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- ii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- iii. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- vi. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- viii. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- ix. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure

compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

xiii. Washington Law Against Discrimination (Ch. 49.60 RCW)

7. The submission of the final invoice for this contract will constitute a reaffirmation that the preceding statements were complied with during the course of the contract's performance.

By signing below, I agree to fulfill the five requirements referenced above.

By: \_\_\_\_\_

For: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

For: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF KENT  
ADMINISTRATIVE POLICY**

NUMBER: 1.2

EFFECTIVE DATE: October 20, 2022

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SUBJECT: INCLUSIVE CONTRACTING

SUPERSEDES: January 1, 1998

APPROVED BY Dana Ralph, Mayor

POLICY:

Equal employment opportunity and non-discrimination in contracting requirements for the City of Kent will conform to federal and state laws. All contractors, subcontractors, consultants, and suppliers of the City must guarantee equal employment opportunity within their organization and, if holding Agreements with the City amounting to \$10,000 or more within any given year, must take the following affirmative steps:

1. Provide a written statement to all new employees and subcontractors indicating commitment as an equal opportunity employer.
2. Actively consider for promotion and advancement available minorities and women.

Further, all contractors, subcontractors, consultants, suppliers, grantees, or subgrantees of the City, regardless of the value of the Agreement, are required to sign the City's Non-Discrimination Policy Declaration, prior to commencing performance.

Any contractor, subcontractor, consultant or supplier who willfully disregards the City's nondiscrimination and equal opportunity requirements shall be considered in breach of contract and subject to suspension or termination for all or part of the Agreement.

Contract Compliance Officers will be appointed by the Directors of Planning, Parks, and Public Works Departments to coordinate with the City's Title VI coordinator, and perform the following duties for their respective departments.

1. Ensuring that contractors, subcontractors, consultants, and suppliers subject to these regulations are familiar with the regulations and the City's equal employment opportunity policy.
2. Monitoring to assure adherence to federal, state and local laws, policies and guidelines.

## **Exhibit A**

### **Insurance Requirements**

#### **Insurance**

Lakewood shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Lakewood, their agents, representatives, employees, or subcontractors.

#### **A. Minimum Scope of Insurance**

Lakewood shall obtain insurance of the types described below:

Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. Kent shall be named as an additional insured under Lakewood's Commercial General Liability insurance policy using ISO additional insured endorsement CG 20 10 11 85 or a substitute endorsement providing equivalent coverage.

Cyber Liability insurance coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Lakewood in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses.

#### **B. Minimum Amounts of Insurance**

Lakewood shall maintain the following insurance limits:

Commercial General Liability insurance shall be written with limits no less than \$2,000,000 per occurrence, \$4,000,000 general aggregate.  
Primary Non-Contributory Additional Insured coverage for the City of Kent, *et. al.*  
Waiver of Subrogation

Cyber Liability insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.



The above policy limits may be obtained with excess liability (umbrella) insurance.

**C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions insurance:

1. Lakewood's insurance coverage shall be primary insurance with respect to Kent. Any insurance, self-insurance, or insurance pool coverage maintained by Kent shall be in excess of Lakewood's insurance policies and shall not contribute to Lakewood's insurance policies.
2. Lakewood's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice has been given to Kent, sent via certified mail, return receipt requested.
3. The City of Kent shall be named as an additional insured on all policies (except Professional Liability, if applicable) with respect to work performed by or on behalf of Lakewood and a copy of the endorsement naming Kent as an additional insured shall be attached to the Certificate of Insurance. Kent reserves the right to receive a certified copy of all required insurance policies. Lakewood's Commercial General Liability insurance shall also contain a clause stating that coverage shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.

**D. Acceptability of Insurers**

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

**E. Verification of Coverage**

Lakewood shall furnish Kent with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of Lakewood before commencement of the work. Kent waives no rights, and Lakewood is not excused from performance if Lakewood fails to provide Kent with a copy of the endorsements naming Kent as a Primary Non-Contributory Additional Insured.

**F. Subcontractors**

Lakewood shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the same insurance requirements as stated herein for Lakewood.

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b>	<b>TITLE:</b> Motion authorizing award of a construction contract to Sound Pacific Construction, LLC in the amount of \$893,699 plus a five percent contingency for the construction of the Union Avenue SW Sidewalk Project.	<b>TYPE OF ACTION:</b>
July 17, 2023		— ORDINANCE
		— RESOLUTION
<b>REVIEW:</b>	<b>ATTACHMENTS:</b>	X MOTION NO. 2023-71
July 17, 2023	Vicinity Map Bid Tabulations	— OTHER

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

**RECOMMENDATION:** It is recommended that the City Council authorize award of a construction contract to Sound Pacific Construction, LLC in the amount of \$893,699.00 plus a five percent contingency (\$44,684.95) for the construction of the Union Avenue SW Sidewalk project, City Project 302.0096.

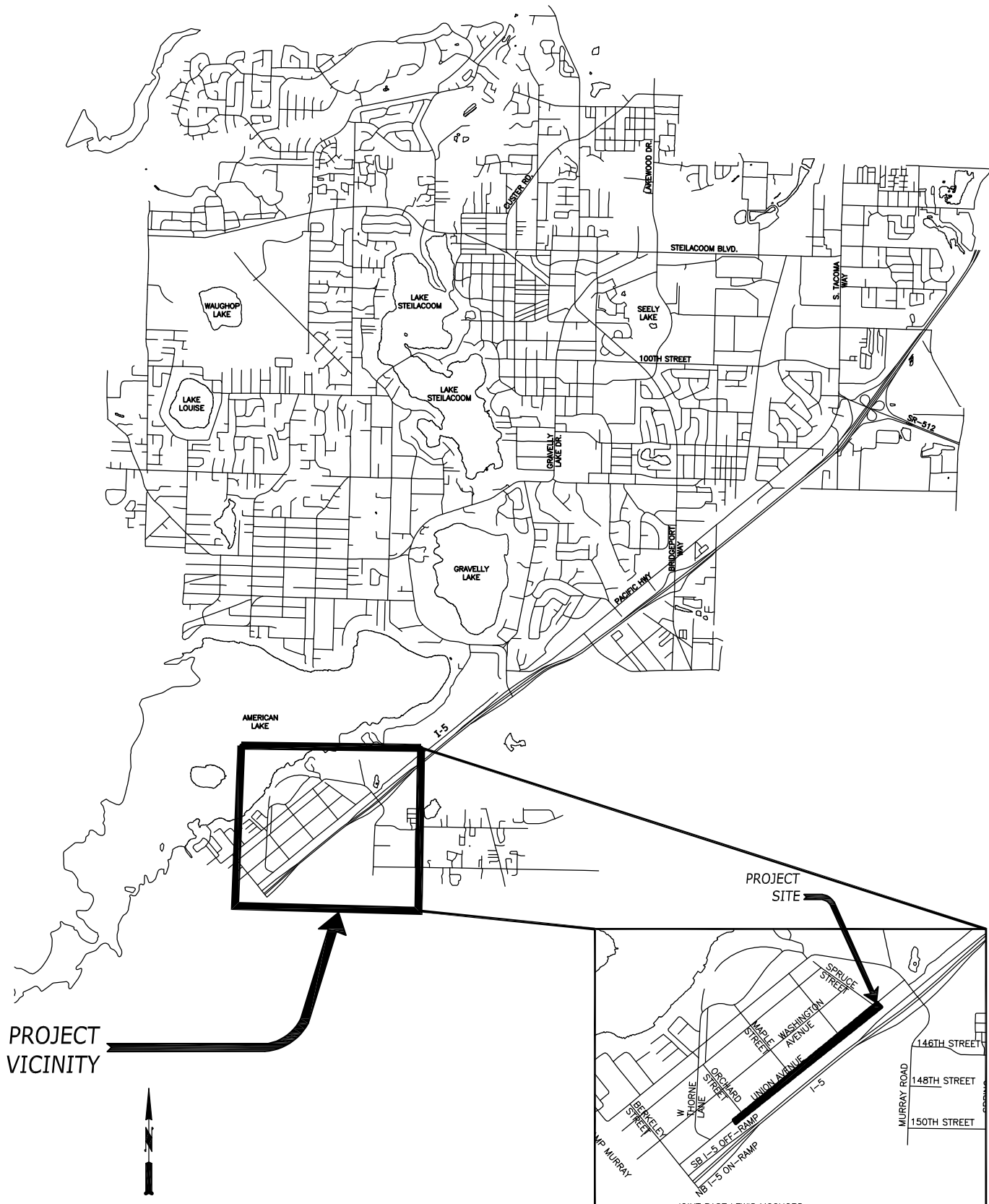
**DISCUSSION:** Through this project, the City will construct curb gutter and sidewalk on the southeast side of Union Avenue from Orchard Street to Spruce Street. Improvements include an overlay of the northeast bound lane, storm drainage and street lighting. It is anticipated that construction will begin later this summer and will be completed in fall 2023.

**ALTERNATIVE(S):** The City received 5 bids; attached are the Bid Tabulations for the project. It is not anticipated that rebidding the project would result in lower bids. The apparent low bidder is 10% below the engineers estimate.

**FISCAL IMPACT:** Project 302.0096, Union Avenue SW Sidewalk is adequately funded in the 2023 Carry Forward budget. The project is funded partially by a grant from the Transportation Improvement Board (TIB) and the City will provide remainder of the funds.

<i>Troy Pokswinski</i> _____ Prepared by	<i>Theresa Kraus</i> _____ Acting City Manager Review
<i>Paul A. Bucich</i> _____ Department Director	

# UNION AVENUE SIDEWALK VICINITY MAP



# BID TABULATIONS

Union Avenue SW Sidewalk  
302.0096  
June 29, 2023

Thursday, June 29, 2023

Note: We hereby certify that these tabulated bids represent  
all bids received and that the additions of all prices shown  
have been checked and corrected.

SCHEDULE A - ROADWAY & STORM				ENGINEER'S ESTIMATE		SOUND PACIFIC		R.L. ALIA		RODARTE		NW CASCADE		TUCCI & SONS		AVERAGE	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization	1	LS	\$83,000.00	\$83,000.00	\$75,000.00	\$75,000.00	\$65,000.00	\$65,000.00	\$70,000.00	\$70,000.00	\$104,300.00	\$104,300.00	\$86,000.00	\$86,000.00	\$80,060.00	\$80,060.00
2	Minor Change	10,000	FA	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00
3	Roadway Surveying	1	LS	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$10,500.00	\$10,500.00	\$9,500.00	\$9,500.00	\$10,500.00	\$10,500.00	\$11,000.00	\$11,000.00	\$10,300.00	\$10,300.00
4	SPCC Plan	1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$300.00	\$300.00	\$560.00	\$560.00
5	Incentive for Early Completion	5	Day	\$2,000.00	\$10,000.00	\$2,000.00	\$10,000.00	\$2,000.00	\$10,000.00	\$2,000.00	\$10,000.00	\$2,000.00	\$10,000.00	\$2,000.00	\$10,000.00	\$2,000.00	\$10,000.00
6	Project Temporary Traffic Control	1	LS	\$40,000.00	\$40,000.00	\$53,000.00	\$53,000.00	\$12,000.00	\$12,000.00	\$40,000.00	\$40,000.00	\$56,500.00	\$56,500.00	\$100,000.00	\$100,000.00	\$52,300.00	\$52,300.00
7	Removal of Structures and Obstructions	1	LS	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$9,000.00	\$9,000.00	\$5,000.00	\$5,000.00	\$20,500.00	\$20,500.00	\$8,300.00	\$8,300.00	\$10,960.00	\$10,960.00
8	Sawcutting	1,710	LF	\$6.00	\$10,260.00	\$4.00	\$6,840.00	\$4.00	\$6,840.00	\$4.00	\$6,840.00	\$5.50	\$9,405.00	\$4.00	\$6,840.00	\$4.30	\$7,353.00
9	Roadway Excavation Incl. Haul	700	CY	\$80.00	\$56,000.00	\$44.00	\$30,800.00	\$80.00	\$56,000.00	\$48.00	\$33,600.00	\$52.25	\$36,575.00	\$100.00	\$70,000.00	\$64.85	\$45,395.00
10	Shoring or Extra Excavation Class B	1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$3,500.00	\$3,500.00	\$250.00	\$250.00	\$1,350.00	\$1,350.00
11	Crushed Surfacing Base Course	800	TN	\$60.00	\$48,000.00	\$45.00	\$36,000.00	\$80.00	\$64,000.00	\$37.00	\$29,600.00	\$44.50	\$35,600.00	\$65.00	\$52,000.00	\$54.30	\$43,440.00
12	HMA Cl. 1/2", PG 58 -22	700	TN	\$150.00	\$105,000.00	\$115.00	\$80,500.00	\$150.00	\$105,000.00	\$130.00	\$91,000.00	\$147.00	\$102,900.00	\$100.00	\$70,000.00	\$128.40	\$89,880.00
13	Planing Bituminous Pavement	2,425	SY	\$10.00	\$24,250.00	\$3.00	\$7,275.00	\$10.00	\$24,250.00	\$6.00	\$14,550.00	\$11.00	\$26,675.00	\$6.00	\$14,550.00	\$7.20	\$17,460.00
14	Asphalt Cost Price Adjustment	5,000	CALC	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00
15	Commercial HMA	150	TN	\$250.00	\$37,500.00	\$175.00	\$26,250.00	\$200.00	\$30,000.00	\$215.00	\$32,250.00	\$364.00	\$54,600.00	\$225.00	\$33,750.00	\$235.80	\$35,370.00
16	Infiltration Gallery	460	LF	\$125.00	\$57,500.00	\$65.00	\$29,900.00	\$80.00	\$36,800.00	\$175.00	\$80,500.00	\$85.00	\$39,100.00	\$135.00	\$62,100.00	\$108.00	\$49,680.00
17	Schedule A Storm Sewer Pipe, 8-Inch Diam.	25	LF	\$200.00	\$5,000.00	\$75.00	\$1,875.00	\$50.00	\$1,250.00	\$110.00	\$2,750.00	\$111.00	\$2,775.00	\$300.00	\$7,500.00	\$129.20	\$3,230.00
18	Catch Basin Type 1	7	EA	\$2,000.00	\$14,000.00	\$2,100.00	\$14,700.00	\$2,000.00	\$14,000.00	\$2,300.00	\$16,100.00	\$1,750.00	\$12,250.00	\$2,100.00	\$14,700.00	\$2,050.00	\$14,350.00
19	Catch Basin Type 1P w/Down Turned 90	1	EA	\$2,500.00	\$2,500.00	\$2,200.00	\$2,200.00	\$3,000.00	\$3,000.00	\$2,400.00	\$2,400.00	\$2,050.00	\$2,050.00	\$2,500.00	\$2,500.00	\$2,430.00	\$2,430.00
20	Connect to Existing Pipe	1	EA	\$750.00	\$750.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$500.00	\$500.00	\$1,100.00	\$1,100.00	\$830.00	\$830.00
21	Connection to Existing Catch Basin	6	EA	\$750.00	\$4,500.00	\$650.00	\$3,900.00	\$1,000.00	\$6,000.00	\$600.00	\$3,600.00	\$600.00	\$3,600.00	\$1,100.00	\$6,600.00	\$790.00	\$4,740.00
22	Adjust Catch Basin	9	EA	\$750.00	\$6,750.00	\$950.00	\$8,550.00	\$750.00	\$6,750.00	\$850.00	\$7,650.00	\$825.00	\$7,425.00	\$300.00	\$2,700.00	\$735.00	\$6,615.00
23	Adjust Manhole	2	EA	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$850.00	\$1,700.00	\$1,175.00	\$2,350.00	\$1,200.00	\$2,400.00	\$1,045.00	\$2,090.00
24	Resolution of Utility Conflicts	5,000	FA	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00
25	Adjust Valve Box	14	EA	\$750.00	\$10,500.00	\$700.00	\$9,800.00	\$600.00	\$8,400.00	\$700.00	\$9,800.00	\$800.00	\$11,200.00	\$1,200.00	\$16,800.00	\$800.00	\$11,200.00
26	Erosion/Water Pollution Control	2,000	FA	\$1.00	\$2,000.00	\$1.00	\$2,000.00	\$1.00	\$2,000.00	\$1.00	\$2,000.00	\$1.00	\$2,000.00	\$1.00	\$2,000.00	\$1.00	\$2,000.00
27	1-1/2" Washed Rock	10	TN	\$125.00	\$1,250.00	\$125.00	\$1,250.00	\$250.00	\$2,500.00	\$100.00	\$1,000.00	\$90.00	\$900.00	\$100.00	\$1,000.00	\$133.00	\$1,330.00
28	Cement Concrete Traffic Curb and Gutter	3,025	LF	\$35.00	\$105,875.00	\$29.00	\$87,725.00	\$21.00	\$63,525.00	\$38.00	\$114,950.00	\$27.50	\$83,187.50	\$30.00	\$90,750.00	\$29.10	\$88,027.50
29	Extruded Curb	100	LF	\$60.00	\$6,000.00	\$23.00	\$2,300.00	\$25.00	\$2,500.00	\$17.00	\$1,700.00	\$25.00	\$2,500.00	\$65.00	\$6,500.00	\$31.00	\$3,100.00
30	Cement Concrete Pedestrian Curb	20	LF	\$40.00	\$800.00	\$43.00	\$860.00	\$50.00	\$1,000.00	\$70.00	\$1,400.00	\$40.25	\$805.00	\$40.00	\$800.00	\$48.65	\$973.00
31	Cement Concrete Driveway Entrance Type 1	944	SY	\$50.00	\$47,200.00	\$55.00	\$51,920.00	\$65.00	\$61,360.00	\$77.00	\$72,688.00	\$95.75	\$90,388.00	\$65.00	\$61,360.00	\$71.55	\$67,543.20
32	Cement Concrete Sidewalk	1,062	SY	\$40.00	\$42,480.00	\$47.00	\$49,914.00	\$42.00	\$44,604.00	\$60.00	\$63,720.00	\$60.75	\$64,516.50	\$50.00	\$53,100.00	\$51.95	\$55,170.90
33	Cement Concrete Curb Ramp Type Parallel	1	EA	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$3,825.00	\$3,825.00	\$3,000.00	\$3,000.00	\$2,765.00	\$2,765.00
34	Illumination System Complete	1	LS	\$225,000.00	\$225,000.00	\$250,000.00	\$250,000.00	\$245,000.00	\$245,000.00	\$230,000.00	\$230,000.00	\$249,500.00	\$249,500.00	\$260,000.00	\$260,000.00	\$246,900.00	\$246,900.00
35	Plastic Crosswalk Line	180	SF	\$12.00	\$2,160.00	\$13.00	\$2,340.00	\$12.75	\$2,295.00	\$11.00	\$1,980.00	\$13.00	\$2,340.00	\$40.00	\$7,200.00	\$17.95	\$3,231.00
SCHEDULE A TOTAL				\$1,000,775.00		\$893,699.00		\$921,074.00		\$980,528.00		\$1,072,767.00		\$1,085,100.00		\$990,633.60	

# REQUEST FOR COUNCIL ACTION

**DATE ACTION IS  
REQUESTED:**

July 17, 2023

**TITLE:** Donation Acceptance  
from Amazon for SSMCP.

**TYPE OF ACTION:**

— ORDINANCE NO.

**REVIEW:**

**ATTACHMENTS:**

— RESOLUTION NO.

— MOTION NO. 2023-72

— OTHER

**SUBMITTED BY:** Maria Tobin, South Sound Military and Communities Partnership, Program  
Coordinator

**RECOMMENDATION:** It is recommended that the City Council accept a \$8,000 donation from  
Amazon to support SSMCP's special events and initiatives.

**DISCUSSION:** Lakewood Municipal Code (LMC) 1.51 requires Council approval for donations over  
\$5,000. The Amazon company is operating in our community, and they inquired about donating to our  
City. They have offered to donate \$8,000 to support SSMCP events. If approved, the \$8,000 donation  
would be used towards the following:

MAY & NOV 2023 Elected Officials Council

**ALTERNATIVE(S):** The City could not accept the donation and cover the entire event and activity  
costs.

**FISCAL IMPACT:** \$8,000 donated to the City of Lakewood for SSMCP.

Maria Tobin

Prepared by



Acting City Manager Review



Bill Adamson  
Program Director

# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> July 17, 2023	<b>TITLE:</b> Appointing Ross Drangsholt, Mark Herr, Shawn C. Hill, Kris Kauffman, and Linda Smith to serve on the Independent Salary Commission.	<b>TYPE OF ACTION:</b>  — ORDINANCE — RESOLUTION <u>X</u> MOTION NO. 2023-73 — OTHER
<b>REVIEW:</b>	<b>ATTACHMENTS:</b> Candidate applications	

**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 Ross Drangsholt, Mark Herr, Shawn C. Hill, Kris Kauffman, and Linda Smith to serve on the Independent Salary Commission for a one salary review term.

**DISCUSSION:** Notices and outreach to seek volunteers to fill a vacancy on the Independent Salary Commission was sent to neighborhood associations, civic groups, community organizations, The News Tribune and The Suburban Times. In addition, articles were distributed through the City's Weekly Informational Bulletins and notices were posted on the City's website

The duties of the Salary Commission include:

- A. The Salary Commission shall convene and determine the salaries paid to the Mayor and the City Council within 45 days of confirmation by the City Council. The 45-day review and determination time may be extended upon request of the Salary Commission and approval by the City Council.
- B. All meetings of the Salary Commission shall be subject to the Open Meetings Act and shall be open to the public. The meetings shall be held in the same location as City Council regular meetings. The Salary Commission shall provide an opportunity for citizens of the City to comment on the salaries of the Mayor and City Council prior to taking a final vote on such salaries.
- C. After determining the salaries of the Mayor and the City Council, the Salary Commission shall file a statement of the salaries with the City Clerk. A salary increase shall be effective on the next payday for City employees. A salary decrease shall be effective at the commencement of the next subsequent term of office.
- D. Any increase or decrease in salary shall become effective without further action of the City Council, and shall supersede any salary set forth in a City ordinance related to the budget or the salaries of the Mayor and City Councilmembers.

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

**FISCAL IMPACT:** There is no fiscal impact.

Briana Schumacher, City Clerk  
Prepared by

  
City Manager Review

Heidi Ann Wachter, City Attorney  
Department Director



**CITY OF LAKEWOOD**

6000 Main Street SW

Lakewood, WA 98499

**APPLICATION FOR APPOINTMENT**

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

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

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

(Please Print)

Home Address: 7130 Interlaaken Dr SW

City: Lakewood State: WA Zip: 98499

Home Phone Number: 253-226-4505 E-mail: rossjd@msn.com

Present Employer: Self

Address: 9618 59th Ave SW Work Phone: 253-512-0265

Cell: 253-226-4505

**LODGING TAX ADVISORY COMMITTEE APPLICANT QUESTIONS:**

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

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

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

Yes, Salary commission 3-4 years ago

Date available for appointment: fridays best or after 5pm m-th

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

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

Recommended by: Jason Whalen

Education:

BS Zoology University of Washington 1998

Doctor of Dental Surgery 1992 U of W School of Dentistry

Masters Science of Dentistry and Certificate of Orthodontics 1997

Professional and/or community activities:

Longtime local resident and Orthodontist and sponsor for many events

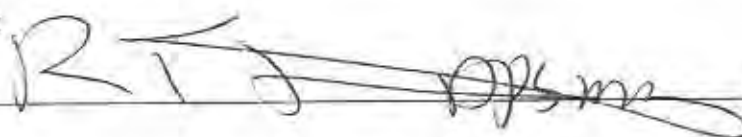
Please share some of the experiences or qualifications that you have relating to the work of this board, committee or commission:

Run a small business and deal with staffing and salary

Please explain why you would like to be part of this board, committee or commission:  
to try and help keep Lakewood a thriving and great place to live.

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: 1/23/2023





**CITY OF LAKEWOOD**  
6000 Main Street SW  
Lakewood, WA 98499

**APPLICATION FOR APPOINTMENT**

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

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

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

Home Address: 6428 Wildaire Rd SW

City: Lakewood State: WA Zip: \_\_\_\_\_

Home Phone Number: 360-951-5540 E-mail: mark.herrjr@gmail.com

Present Employer: Hammond Knoll

Address: 3320 S. G Street Tacoma, WA 98418 Work Phone: 253-472-9686

Cell: 360-951-5540

**LODGING TAX ADVISORY COMMITTEE APPLICANT QUESTIONS:**

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

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

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

None

Date available for appointment: Immediately

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

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

Recommended by: Mayor Jason Whalen

Education:

Associate of Arts, Western Iowa Technical Community College

Professional and/or community activities:

18 year veteran United States Army; current member of Lakewood Rotary Club; Committee Chair - Military Appreciation Committee, Lakewood Rotary Club; Owner: Hammond Knoll, Abbey Carpet & Floor of Tacoma, Elite Cleaning of Washington, and Clearview Carpet Cleaning.

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

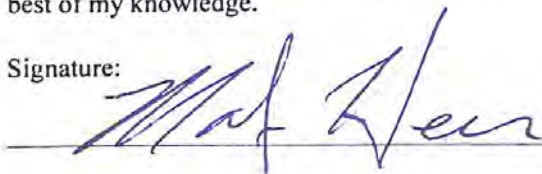
I currently own and operate four businesses in Pierce and Thurston county. I believe my experience of managing our 40+ employees will lend itself to providing guidance and help make recommendations regarding salaries for selected personnel.

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

The setting of our elected officials' salary should be determined by the will of the people of our city and guided by residents with experience responsibly managing fiscal matters as they relate to employment and balanced by the needs of the city and the duties and responsibilities of each individual.

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: 13 JUNE 2023



**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:

☐

Arts Commission

☐

Parks and Recreation Advisory Board

☐

Community Services Advisory Board

☐

Planning Commission

☐

Lakewood's Promise Advisory Board

☐

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: **Shawn C Hill**

(Please Print)

Home Address: **8906 Lawndale Ave SW**

City: **Lakewood** State: **WA** Zip: **98498**

Home Phone Number: **253-588-6957** E-mail: **ht8906@msn.com**

Present Employer: **Self-Employed**

Address: **Same as Above** Work Phone: **253-468-6957**

Cell: **253-468-6957**

**LODGING TAX ADVISORY COMMITTEE APPLICANT QUESTIONS:**

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

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

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

Not Applicable

Date available for appointment: Immediately

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

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

Recommended by: Dorris Okoro-SocSecAdmin; Vicky Stanich-St Clair Hospital; Liz Grasher-Steilacoom Town Council

Education:

Bachelor of Science, Marketing Mgmt

Professional and/or community activities:

25 Year State Certified Residential Real Estate Appraiser

30 Year Lakewood Resident

35 Year Volunteer for the Clover Park School District and the Pacific Peaks Girl Scout Council

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

I'm passionate about my city and want to be of greater service to my fellow residents. I have a lot of experience being a discerning Team Member. Additionally, as a business owner, I understand time management, budgeting and good governance.

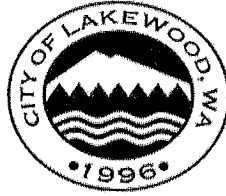
Please explain why you would like to be part of this board, committee or commission:

I want to participate actively in my municipality. My appointment as an alternate on the Pierce County Board of Equalization has encouraged me to seek a non-partisan role in my city's further development and in its prosperity.

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:

Shawn C Hill Date: March 30, 2023



## 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 checked="" 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: KRIS RAUFMAN  
(Please Print)

Home Address: 6627 HILTOP LN. SW

City: LAKEWOOD State: WA Zip: 98499

Home Phone Number: 253-581-9752 E-mail: WATER RIGHTS INC @ MSN . COM

Present Employer: SELF

Address: same Work Phone: \_\_\_\_\_

Cell: 253-21-WATER

## LODGING TAX ADVISORY COMMITTEE APPLICANT QUESTIONS:

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

109

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

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

CHAIRMAN THE LAST SALARY COMMISSION

Date available for appointment: AS NEEDED

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

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

Recommended by: SELF

Education: BSC +

Professional and/or community activities: CITYHOOD com. 1992-96  
CHAIRMAN PUBLIC WORKS TRANSITION TASK FORCE

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

SEVERAL MANAGEMENT POSITIONS  
STATE GOV.

40 + YEARS PRESIDENT OF CONS. FIRM

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

TO SUPPORT LAKEWOOD

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

Signature:

K. G. K Date: 4/28/23





**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 checked="" type="checkbox"/> Salary Commission        |
| <input checked="" 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: Linda Smith  
(Please Print)

Home Address: 6527 93rd St SW

City: Lakewood State: WA Zip: 98499

Home Phone Number: 253-677-4125 E-mail: lsmith@lakewood-wa.ca

Present Employer: Lakewood Chamber of Commerce

Address: 6310 Mt Tacoma Dr SW Work Phone: 253-582-9400

Cell: 253-677-4125

**LODGING TAX ADVISORY COMMITTEE APPLICANT QUESTIONS:**

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

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

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

Yes, I currently serve on the Lodging Tax Advisory Committee.

Date available for appointment: Immediately

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

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

Recommended by: Self

Education:

HS Graduate

Clover Park Technical College

Professional and/or community activities:

Tacoma Public Facilities District Board

Lakewood Police Advisory Board

Lakewood Lodging Tax Advisory Committee

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

Have been involved in hospitality/convention/tourism related work for over 45 years through Tacoma Chamber of Commerce, Tacoma-Pierce County Convention & Visitors Bureau, as well as Lakewood Chamber of Commerce.

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

Would like to continue lending my expertise and knowledge of the industry as part of the decision making body to make recommendations to the city council. Also like to stay connected with the lodging and hospitality industry to keep my finger on the pulse of their needs and objectives to expand our work on their

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: 6/20/2023



# REQUEST FOR COUNCIL ACTION

<b>DATE ACTION IS REQUESTED:</b> July 17, 2023	<b>TITLE:</b> Appointing Councilmember Don Anderson to serve as Alternate on the Pierce County Regional Council (PCRC).	<b>TYPE OF ACTION:</b>  — ORDINANCE — RESOLUTION <u>X</u> MOTION NO. 2023-74 — OTHER
<b>REVIEW:</b>	<b>ATTACHMENTS:</b> PCRC By-Laws	

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


**RECOMMENDATION:** It is recommended that the City Council appoint Councilmember Don Anderson to serve as the City of Lakewood Alternate on the Pierce County Regional Council (PCRC).

**DISCUSSION:** In accordance with the [PCRC interlocal agreement](#), the PCRC shall be comprised on representatives from member jurisdictions as follows:

The PCRC Council shall be comprised of representatives from member jurisdictions as follows: four (4) representatives from Pierce County including the County Executive and three members of the County Council; three (3) representatives from the City of Tacoma; two (2) representatives from the City of Lakewood, City of Puyallup, and City of University Place; and one (1) representative from each of the remaining jurisdictions. Each representative shall have one vote. The City of Lakewood is currently represented by Mayor Jason Whalen and Councilmember Paul Bocchi.

**ALTERNATIVE(S):** The Council could choose not to confirm the appointment or select another elected official.

**FISCAL IMPACT:** There is no fiscal impact.

<u>Briana Schumacher, City Clerk</u> Prepared by	 _____ Acting City Manager Review
<u>Heidi Ann Wachter, City Attorney</u> Department Director	

**BYLAWS  
OF THE  
PIERCE COUNTY REGIONAL COUNCIL**

**ARTICLE I – Purpose**

The purpose of the Bylaws is to govern the proceedings of the Pierce County Regional Council (PCRC or Council), consistent with the Interlocal Agreement which created the organization. In the event of a conflict between these Bylaws and the Interlocal Agreement, the Interlocal Agreement shall control.

**ARTICLE II – Organization and Membership**

Section 1.      Organization: The PCRC shall be organized into a General Assembly; a Council; an Executive Committee; and other such task forces and committees as established by the Council, and including those set forth in these Bylaws.

The Executive Committee shall consist of the Chair and Vice Chair. The Executive Committee shall designate a regular time and place for its meetings, and shall appoint representatives to the other committees within the first quarter of each year. The Executive Committee shall have the authority to expend funds and enter into contracts on behalf of the Council.

Section 2.      Members: Pierce County, each city or town in Pierce County, and the Port of Tacoma shall be a Member upon adoption of the Interlocal Agreement, provided however, a city or town partially located in Pierce County and partially in any other county must have a population of at least 500 persons or 500 employees in Pierce County before obtaining voting rights. Throughout these Bylaws, Members may be referred to as “Member Jurisdictions.”

Section 3.      Ex Officio Associate Members: The Puyallup Tribal Council, Pierce Transit, and WSDOT Olympic Region shall be Ex Officio Associate Members. Ex Officio Associate Members may each provide a non-voting representative.

Section 4.      Other Associate Members: Other non-municipal governments such as federal agencies, other state agencies, other tribes, school districts, and other special purpose districts may become Associate Members upon approval of the Council. Representatives of Associate Members are non-voting.

**ARTICLE III – Officers**

Section 1.      The officers shall be a Chair and a Vice Chair.

Section 2.      Chair: The Chair shall conduct the meetings of the Council and the Executive Committee, shall preside over meetings of the General Assembly, and shall be responsible for the preparation of the agenda for said meetings. The Chair shall ensure that the functions of the Council are carried out to the best of his or her ability.

Section 3.      Vice Chair: The Vice Chair shall preside and perform the duties of the Chair in the absence of the Chair.

**Section 4.** Elections: The Chair and Vice Chair shall be elected by the Council from among the Council's Member Jurisdictions. The Vice Chair shall be from a different Member Jurisdiction than the Chair.

**Section 5.** Term: The Chair and Vice Chair shall serve for one year, and their terms of office shall begin at the beginning of the calendar year. In the event of a vacancy in the office of the Chair, the Vice Chair shall succeed to said office for the unexpired portion of the term. In the event there is a vacancy in the office of the Vice Chair, the Council shall elect from its membership a new Vice Chair to serve the unexpired portion of the term. In the event there is a vacancy in the office of the Chair and Vice Chair, the Council shall elect from its membership a new Chair and Vice Chair to serve the unexpired portion of the terms.

#### **ARTICLE IV – The Council**

**Section 1.** Purpose: The Council shall direct the affairs of the PCRC between the annual meetings of the General Assembly. The Council shall exercise all powers and managerial and administrative authority not reserved for the General Assembly.

**Section 2.** Composition: The Council shall be comprised of elected officials representing each Member Jurisdiction as defined in Article II, Section 2, above. In accordance with the Interlocal Agreement, Article IV, Section D, Member Jurisdictions shall have representatives as follows:

Pierce County: the County Executive and three (3) County Council representatives for a total of four (4) representatives;  
City of Tacoma: three (3) representatives;  
City of Lakewood: two (2) representatives;  
City of Puyallup: two (2) representatives;  
City of University Place: two (2) representatives; and  
One (1) representative from each remaining Member Jurisdiction.

Each Ex Officio Associate Member and each Other Associate Member may designate a representative to serve on the Council.

**Section 3.** Appointment: Representatives to the Council shall be appointed as follows:

- (a) Each Member Jurisdiction shall choose from its elected officials its representative(s) and designated alternate(s) by its own appropriate process. The name and contact information of both the designated representative and his/her alternate, with a copy of the minutes of the Member Jurisdiction designating representative(s) and alternate(s), shall be transmitted to the Council Clerk by the first working day in February of each year.
- (b) Each Ex Officio Associate Member and Other Associate Members may designate a representative and alternate by its own appropriate process.
- (c) The name, mailing and e-mail address, telephone and fax numbers of all representatives and their designated alternates shall be filed in writing

with the Council, directed to the Council Clerk. Each Member Jurisdiction may change its designated representative or alternate not more than twice annually. Written notification from the Member Jurisdiction's chief executive or clerk of a change in representatives/alternates must be received by the Council Clerk at least ten (10) days in advance of a regular Council meeting and twenty (20) days in advance of a General Assembly.

- (d) Elected officials from Member Jurisdictions who are neither representatives nor alternates are encouraged to attend and participate in Council discussions, but may not vote.

**Section 4.** Notice: An agenda with supporting materials shall be mailed (all reference to mail in this document include e-mail or U.S. mail) at least seven (7) days in advance of all regularly scheduled Council meetings; provided however, that if the Chair or any five (5) representatives of Member Jurisdictions determine that an emergency exists, they may make a finding to that effect in which event a special meeting may be held on facsimile, e-mail, or written notice delivered to each representative at least five (5) days in advance. The agenda for a special meeting shall be limited to those items specified in the notice.

**Section 5.** Quorum: A quorum of the Council shall consist of representatives from one-third of the Member Jurisdictions.

**Section 6.** Voting: Each representative (or his/her alternate) of a Member Jurisdiction shall have one vote. All actions of the Council will be by simple majority vote unless otherwise provided by law or in these Bylaws.

**Section 7.** Absence of voting representatives: A designated representative of a Member Jurisdiction or that representative's designated alternate must be present to vote at a Council meeting. If a representative or alternate has three (3) consecutive absences, the Council may request that a new representative be appointed by the Member Jurisdiction. When a representative/alternate is not present at a Council meeting, the Member Jurisdiction may designate a staff person from the Member Jurisdiction to appear and participate at the Council meeting, but staff may not vote.

## **ARTICLE V – The General Assembly**

**Section 1.** Purpose: The purpose of the annual meeting of the General Assembly will be to hear an annual report, adopt an annual work program, and take action on such matters as the Chair or Council may determine.

**Section 2.** Composition: The General Assembly shall be comprised of elected officials from the legislative authorities of the Member Jurisdictions and the chief elected officials from the Member Jurisdictions. Ex Officio Associate Members and Other Associate Members, and staff from the various jurisdictions, are encouraged to participate in General Assembly meetings, but do not vote.

**Section 3.** Notice: Written notice and the agenda of all General Assembly meetings shall be mailed to all representatives and alternates at least ten (10) days prior

to the meeting; provided however, that if the Chair or Council determines that an emergency exists, they may make a finding to that effect in which event a meeting may be held with notice delivered to each Member Jurisdiction at least 24 hours before the meeting.

Section 4.      Date: The General Assembly shall meet at least annually, at a time and place designated by the Council.

Section 5.      Quorum: A quorum of the General Assembly shall be met if representatives from at least fifty percent (50%) of the Member Jurisdictions are present.

Section 6.      Voting: Actions voted upon shall be approved by simple majority vote, except as specified in the Interlocal Agreements, these Bylaws, or by requirement of state or federal law.

Section 7.      Special Voting Process: If requested by three representatives from three different Member Jurisdictions, the special voting process shall be required for the following actions:

- a.      Adoption of the annual work program; and
- b.      Action to overturn an amendment to the Bylaws.

Under the special voting process, action by the General Assembly shall require a majority vote from each of the following: a majority vote of the Pierce County representatives who are present, a majority vote of the City of Tacoma representatives who are present, and a majority vote of the other representatives of Member Jurisdictions who are present.

## **ARTICLE VI – Committees**

Section 1.      Committees: The Chair may appoint or the Council may, by majority vote, direct the Chair to appoint standing, ad hoc, or special task forces or committees to advise the Council in its functions and responsibilities.

Section 2.      Membership: Membership of task forces and committees may include representatives from Member Jurisdictions, representatives from Ex Officio Associate Members, representatives from Other Associate Members, elected officials, local government staff, citizens, professionals in the field, and other experts. Voting rights of a task force or committee shall be in accordance with the voting rights for “members” as set forth in Article II, Section 2.

Section 3.      There are three standing Committees in addition to the Executive Committee: the Growth Management Coordinating Committee (GMCC), the Transportation Coordinating Committee (TCC), and the Operations Committee.

The GMCC shall serve as an advisory committee to the Council and provide advice and recommendations on growth management issues.

The TCC shall serve as an advisory committee to the Council and provide advice and recommendations on transportation and infrastructure issues.

The Operations Committee shall provide advice and recommendations on proposed budgets, contracts, committee membership, items for the Council agenda, and other items and issues as assigned by the Executive Committee. The Chair, Vice Chair, or designee shall chair the Operations Committee.

#### **ARTICLE VII – Work Program**

Section 1. The Council shall recommend the annual work program for review, revision, and adoption by the General Assembly.

Section 2. The Council shall control and monitor all expenditures and budget available funds in accordance with the adopted work program and shall have the power to amend the work program to meet unanticipated needs or changed conditions.

#### **ARTICLE VIII – Open Meetings**

All meetings of the Council shall conform to the Open Public Meetings Act, Chapter 42.30 RCW. The Council shall adopt procedures to ensure appropriate public notice of all meetings.

#### **ARTICLE X – Amendments to Bylaws**

These Bylaws may be amended at any regular or special meeting of the Council; provided however, that a copy of the proposed amendment has been mailed to each Member Jurisdiction and each representative to the Council at least fifteen (15) calendar days prior to the meeting at which the vote to amend is taken. Any amendment(s) of the Bylaws shall be effective immediately upon adoption by the Council, provided that the General Assembly may take action to overturn such amendment(s) at the next meeting.

Adopted by the Pierce County Regional Council;

25 February 2016  
(Date)

Joe Foner  
(Officer)

Walt Drenth  
(Officer)

# REQUEST FOR COUNCIL ACTION

**DATE ACTION IS REQUESTED:**

July 17, 2023

**TITLE:** Resolution Partners For  
Parks Public Private Partnership

**TYPE OF ACTION:**

— ORDINANCE NO.

**REVIEW:**

July 17, 2023

**ATTACHMENTS:**  
Resolution

X RESOLUTION NO. 2023-07

— MOTION NO.

— OTHER

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

**RECOMMENDATION:** It is recommended that the City Council approve Resolution 2023-07 confirming the public private partnership between the City of Lakewood and Partners for Parks (PFP) to raise awareness and funds to support the Fort Steilacoom Park barn restoration project.

**DISCUSSION:** Partners for Parks has worked with public and private stakeholder groups and implemented surveys and studies to determine best use of the barns, code and historic preservation requirements to enhance the structure and to determine the feasibility of a public-private partnership to move the H Barn complex restoration project forward. In January, 2022 PFP presented the positive findings to Council who not only supported building PFP organizational capacity to bring private resources to support the project but also confirmed the City's commitment to a public private partnership. Private funders may require confirmation of this partnership and commitment to the project.

**ALTERNATIVE(S):** The Council could not provide approve the resolution which could delay the project, eliminate potential resources and/or require the City to pay for most if not all renovation costs.

**FISCAL IMPACT:** No fiscal impact to approve the resolution

Mary Dodsworth

Prepared by



Acting City Manager Review

Mary Dodsworth

Department Director

RESOLUTION NO. 2023-07

A RESOLUTION of the City Council of the City of Lakewood, Washington, expressing support for the public-private partnership with Partners for Parks for the H-Barn Complex project at Fort Steilacoom Park.

WHEREAS, in 2021 the City of Lakewood entered into an agreement with Partners for Parks to initiate a feasibility study to determine if a public-private partnership can be created to offset anticipated investments needed to restore a barn at Fort Steilacoom Park; and

WHEREAS, in 2022 the City of Lakewood entered into a public-private partnership with the non-profit group Partners for Parks to raise funds to support the restoration of the H-barn building and enhance the area around it; and

WHEREAS, the City has a history of partnering with individuals and organizations in support of park improvement projects; and

WHEREAS, Partners for Parks' mission is to be a resource and assist in the improvement of Lakewood area parks; and

WHEREAS, Partners for Parks' vision is to preserve, restore and renovate the H-Barn Complex at Fort Steilacoom Park into a multi-use facility for the benefit of the greater community; and

WHEREAS, grant funding assistance is requested by the City of Lakewood to aid in financing the cost of the Project listed above.

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

Section 1. The City of Lakewood will support the H-barn project by using city resources to seek available grants to aid in financing the restoration, renovation and preservation of this community asset.



Section 2. That this Resolution shall be in full force and effect upon passage and signatures hereon.

PASSED by the City Council this 17<sup>th</sup> day of July, 2023.

CITY OF LAKEWOOD

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Jason Whalen, Mayor

Attest:

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Briana Schumacher, City Clerk

Approved as to Form:

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Heidi Ann Wachter, City Attorney

# LAKEWOOD POLICE QUARTERLY STATS

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*2<sup>nd</sup> Quarter 2023*

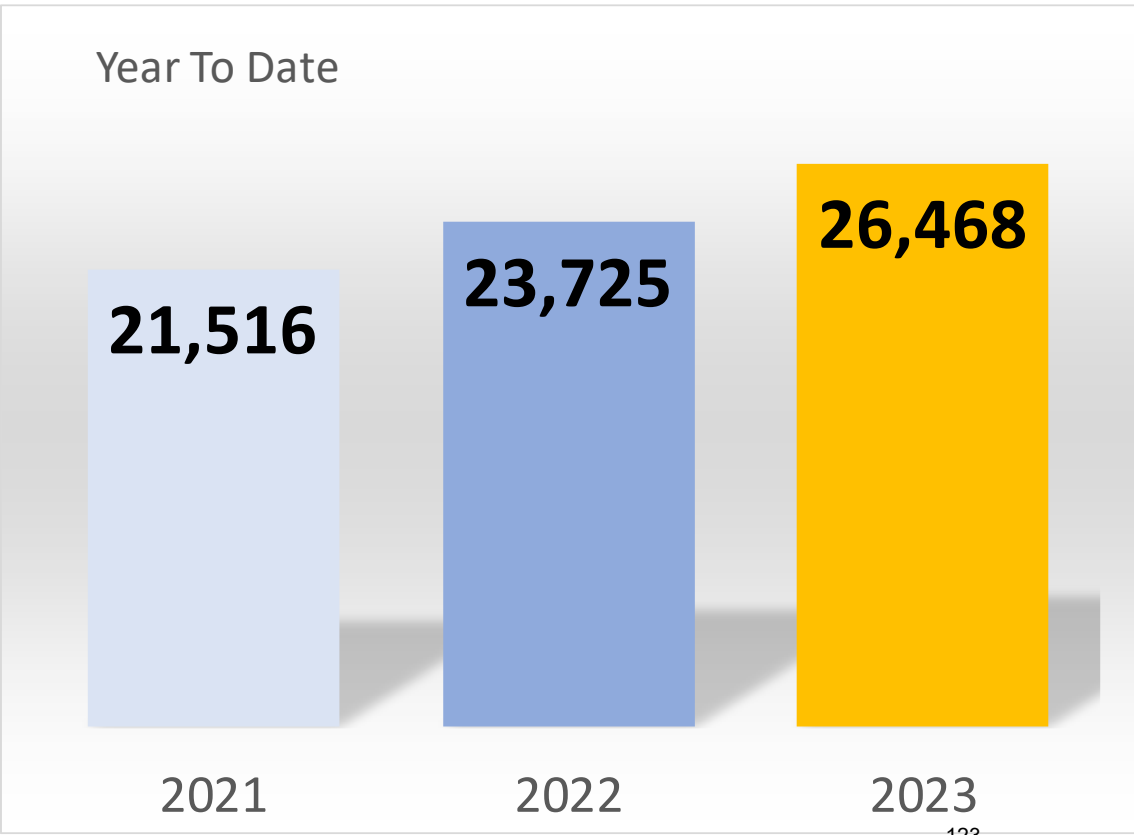
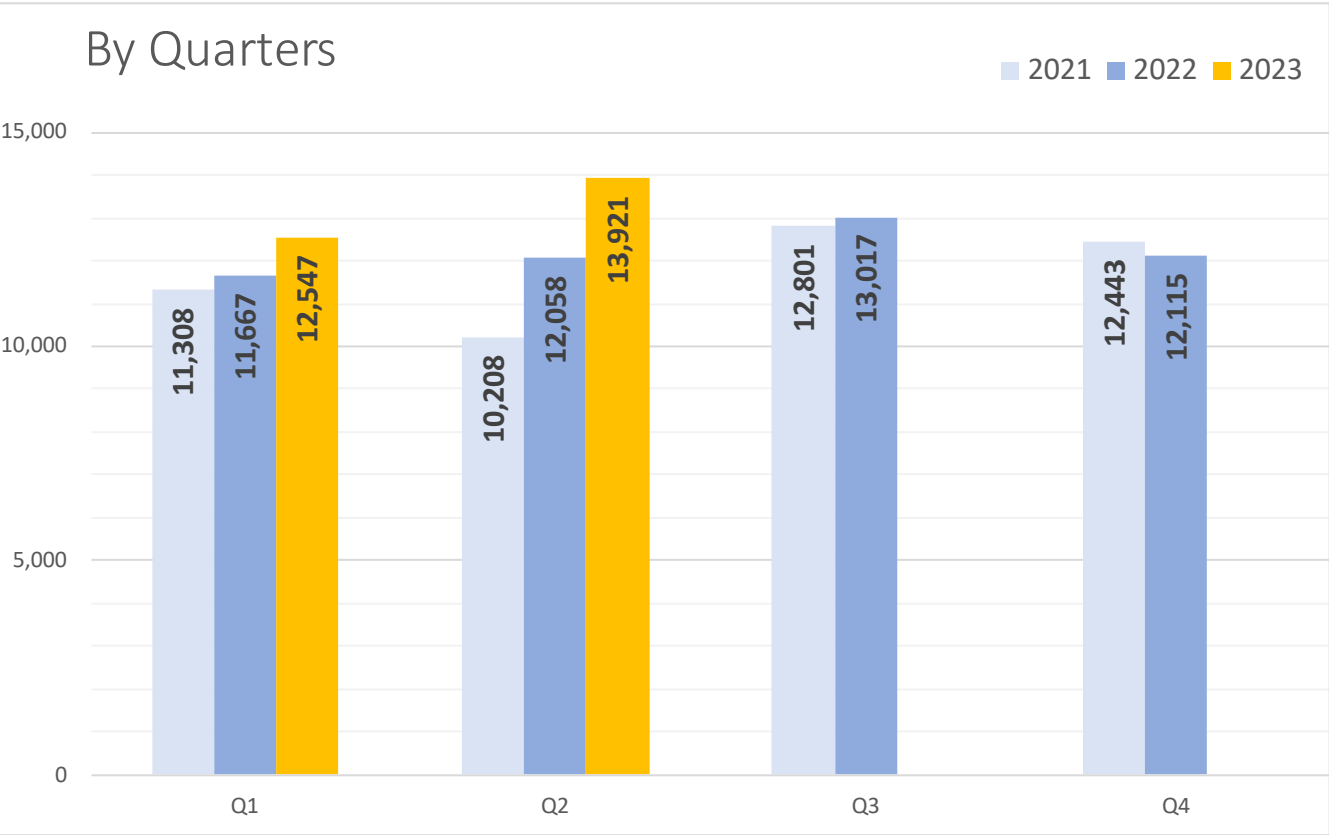


# Calls for Service



\*Calls for Service include resident calls for service in Lakewood’s jurisdiction & self-initiated activity by officers.

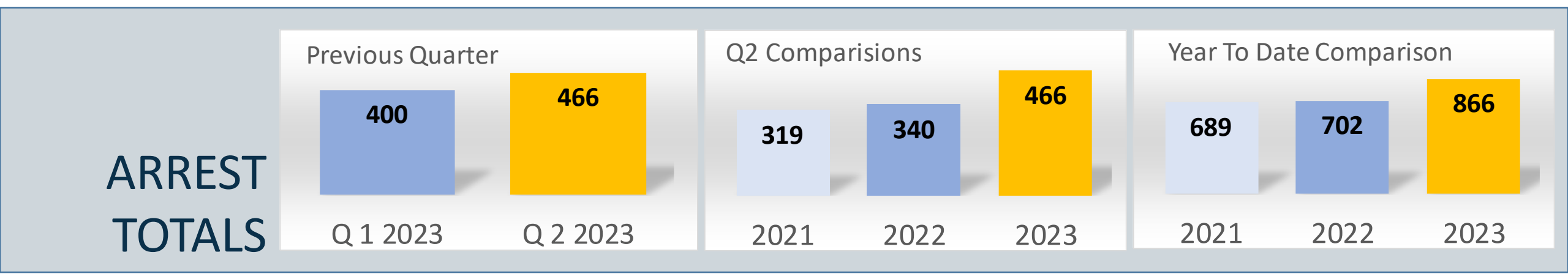
	1st Quarter 2023	2nd Quarter 2023	% Change	2nd Quarter 2022	2nd Quarter 2023	% Change	Year to Date 2022	Year to Date 2023	% Change
Calls for Service	12,547	13,921	11.0%	12,058	13,921	15.5%	23,725	26,468	11.6%



# Arrests

\*Arrests are counted by the highest charge for an individual under the same case number. Example: an individual arrested on multiple charges (Felony, Misdemeanor and Warrant) under the same case number will only be counted as a Felony arrest.

	1st Quarter 2023	2nd Quarter 2023	% Change	2nd Quarter 2022	2nd Quarter 2023	% Change	Year to Date 2022	Year to Date 2023	% Change
Felony	116	155	33.6%	75	155	106.7%	167	271	62.3%
Gross Misdemeanor	10	5	-50.0%	0	5	N/A	2	15	650.0%
Misdemeanor	182	179	-1.6%	168	179	6.5%	331	361	9.1%
Warrants	92	127	38.0%	97	127	30.9%	202	219	8.4%
<b>Total</b>	<b>400</b>	<b>466</b>	<b>16.5%</b>	<b>340</b>	<b>466</b>	<b>37.1%</b>	<b>702</b>	<b>866</b>	<b>23.4%</b>



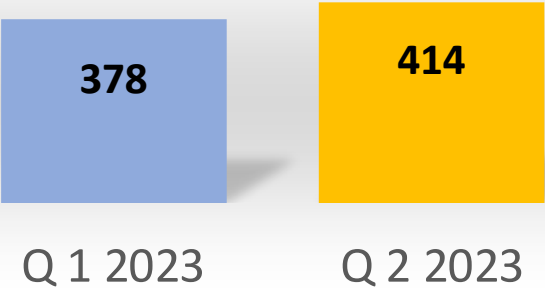
# Crimes Against PERSONS



	1st Quarter 2023	2nd Quarter 2023	% Change	2nd Quarter 2022	2nd Quarter 2023	% Change	Year to Date 2022	Year to Date 2023	% Change
Aggravated Assault	90	113	25.6%	119	113	-5.0%	217	203	-6.5%
Simple Assault	223	256	14.8%	268	256	-4.5%	472	479	1.5%
Homicide	1	3	200.0%	1	3	200.0%	2	4	100.0%
Robbery	25	18	-28.0%	21	18	-14.3%	49	43	-12.2%
Sex (Forcible & Non-Forcible)	39	24	-38.5%	22	24	9.1%	44	63	43.2%
Total	378	414	9.5%	431	414	-3.9%	784	792	1.0%

## PERSON TOTALS

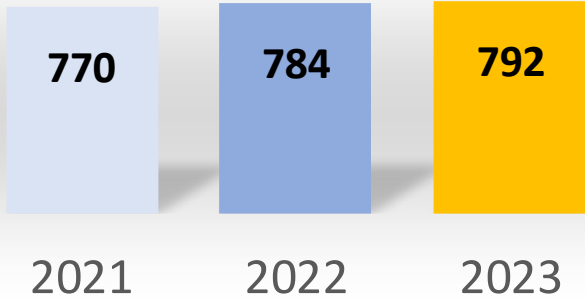
Previous Quarter



Q2 Comparisons



Year To Date Comparison



# Crimes Against PROPERTY & SOCIETY



	1st Quarter 2023	2nd Quarter 2023	% Change	2nd Quarter 2022	2nd Quarter 2023	% Change	Year to Date 2022	Year to Date 2023	% Change
Burglary	109	105	-3.7%	130	105	-19.2%	304	214	-29.6%
Fraud (Counterfeit & Embezzlement)	65	45	-30.8%	70	45	-35.7%	129	110	-14.7%
Larceny	372	380	2.2%	489	380	-22.3%	972	752	-22.6%
Motor Vehicle Theft	345	312	-9.6%	224	312	39.3%	531	657	23.7%
Stolen Property	42	49	16.7%	47	49	4.3%	115	91	-20.9%
Vandalism	279	316	13.3%	315	316	0.3%	662	595	-10.1%
Weapon Laws Violations	34	32	-5.9%	31	32	3.2%	61	66	8.2%
<b>Total</b>	<b>1,246</b>	<b>1,239</b>	<b>-0.6%</b>	<b>1,306</b>	<b>1,239</b>	<b>-5.1%</b>	<b>2,774</b>	<b>2,485</b>	<b>-10.4%</b>

## PROPERTY TOTALS

### Previous Quarter

1,246

Q 1 2023

1,239

Q 2 2023

### Q2 Comparisons

1,038

2021

1,306

2022

1,239

2023

### Year To Date Comparison

2,129

2021

2,774

2022

2,485

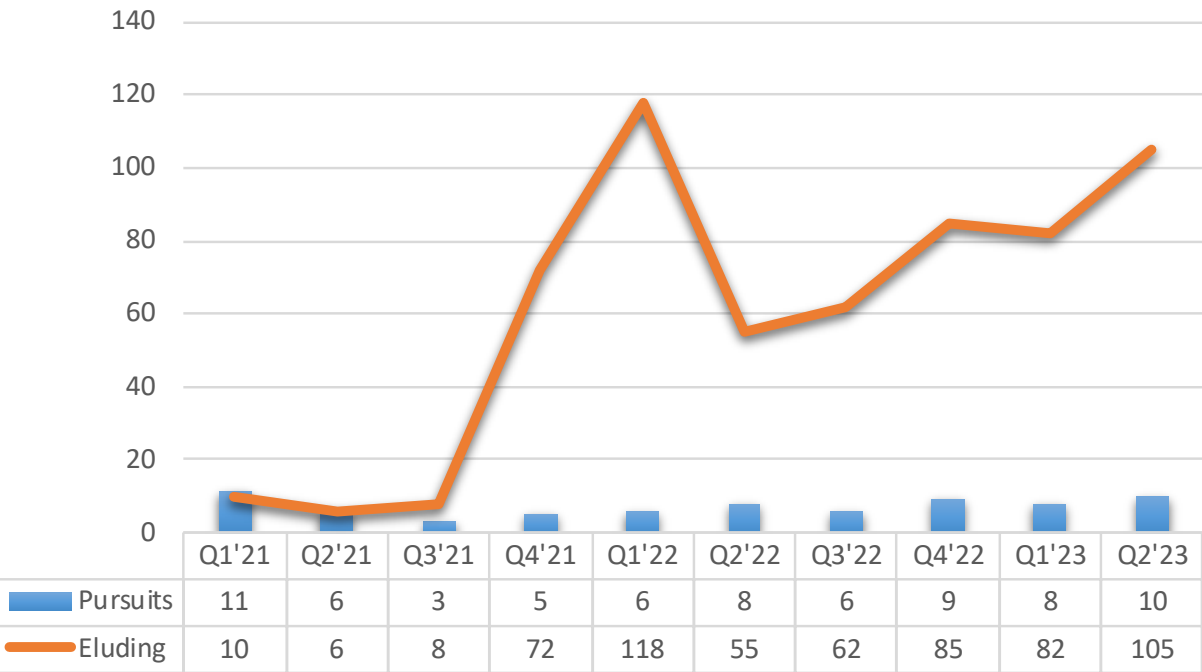
2023

# Pursuits & Eluding

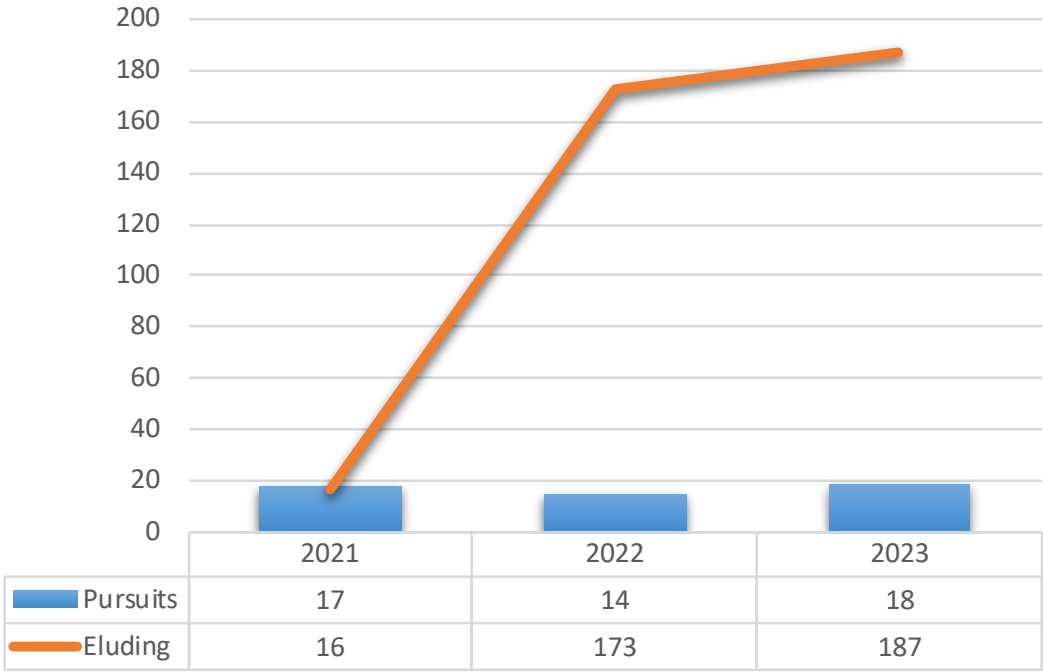


	1st Quarter 2023	2nd Quarter 2023	% Change	2nd Quarter 2022	2nd Quarter 2023	% Change	Year to Date 2022	Year to Date 2023	% Change
Pursuits	8	10	25.0%	8	10	25.0%	14	18	28.6%
Eluding	82	105	28.0%	55	105	90.9%	173	187	8.1%

Three Year Trend by Quarter



Year to Date Comparison

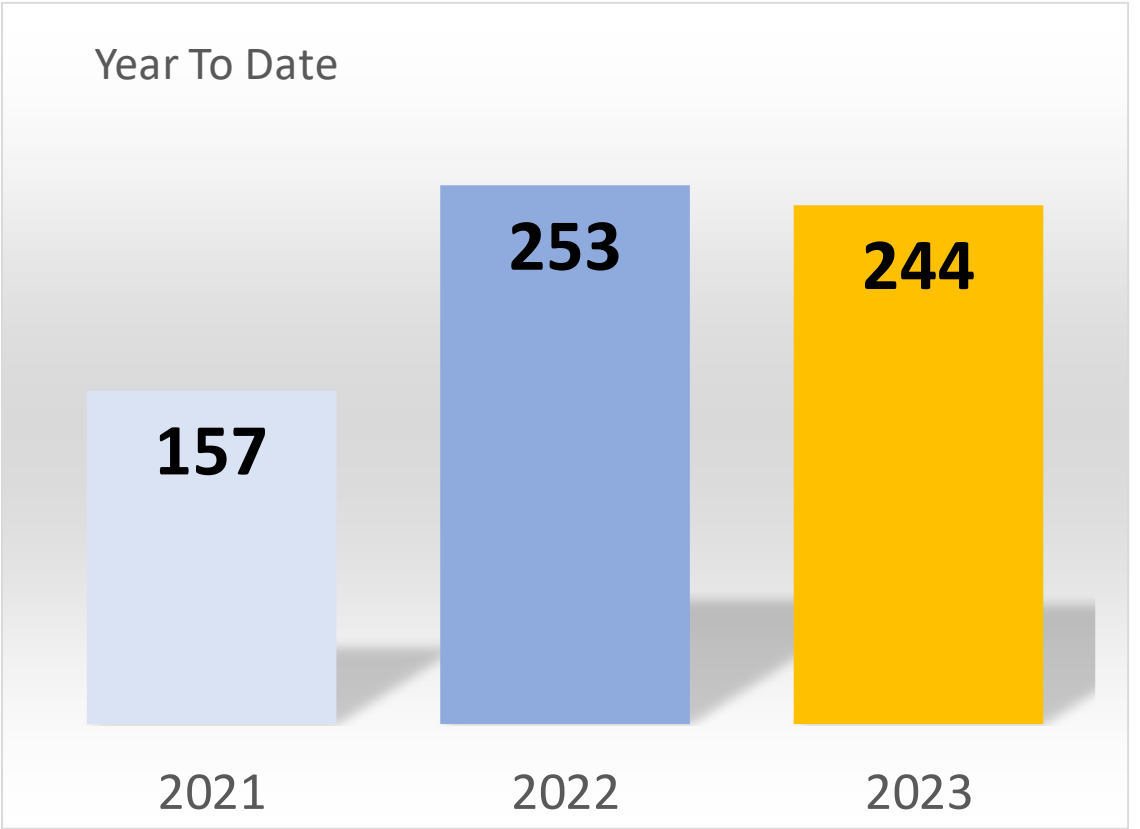
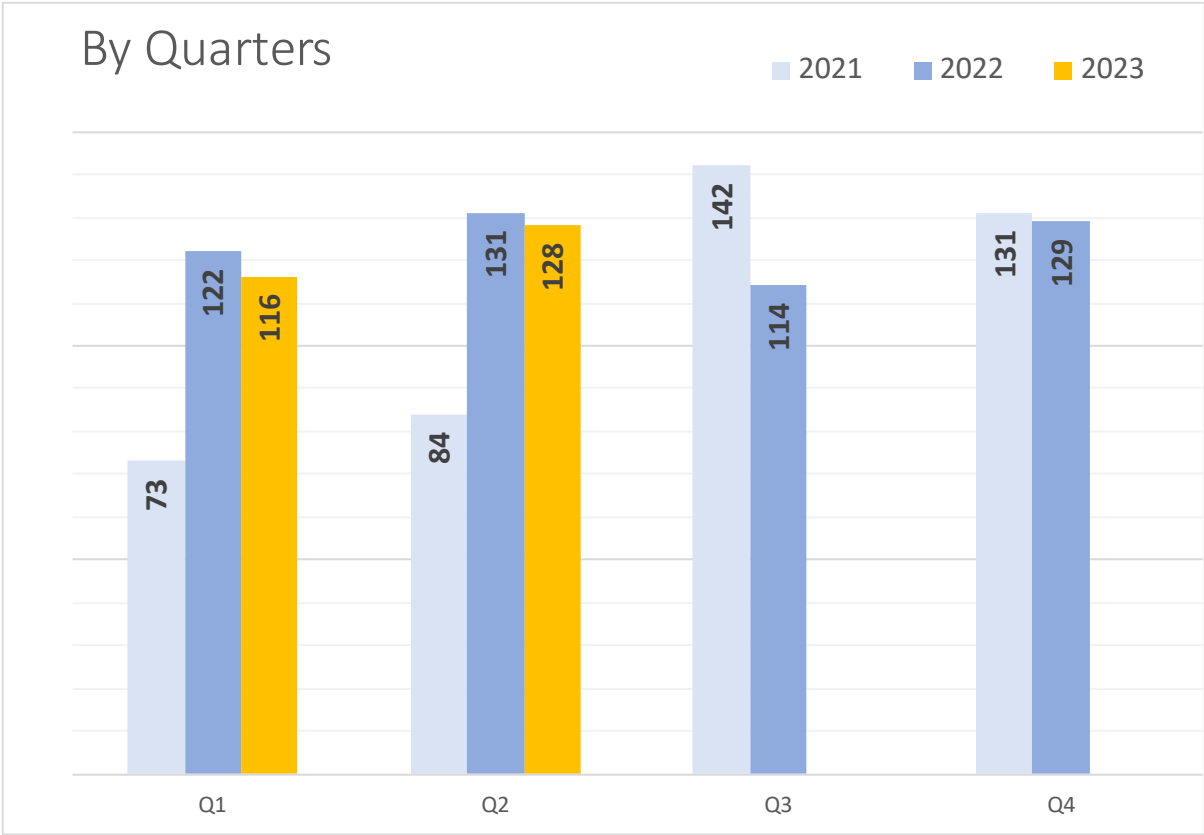


# Shots Fired



\*Numbers include Calls for Service within Lakewood with a call type of SHOOT, SHOTS, or SHOTSD.

	1st Quarter 2023	2nd Quarter 2023	% Change	2nd Quarter 2022	2nd Quarter 2023	% Change	Year to Date 2022	Year to Date 2023	% Change
Shots Fired	116	128	10.3%	131	128	-2.3%	253	244	-3.6%

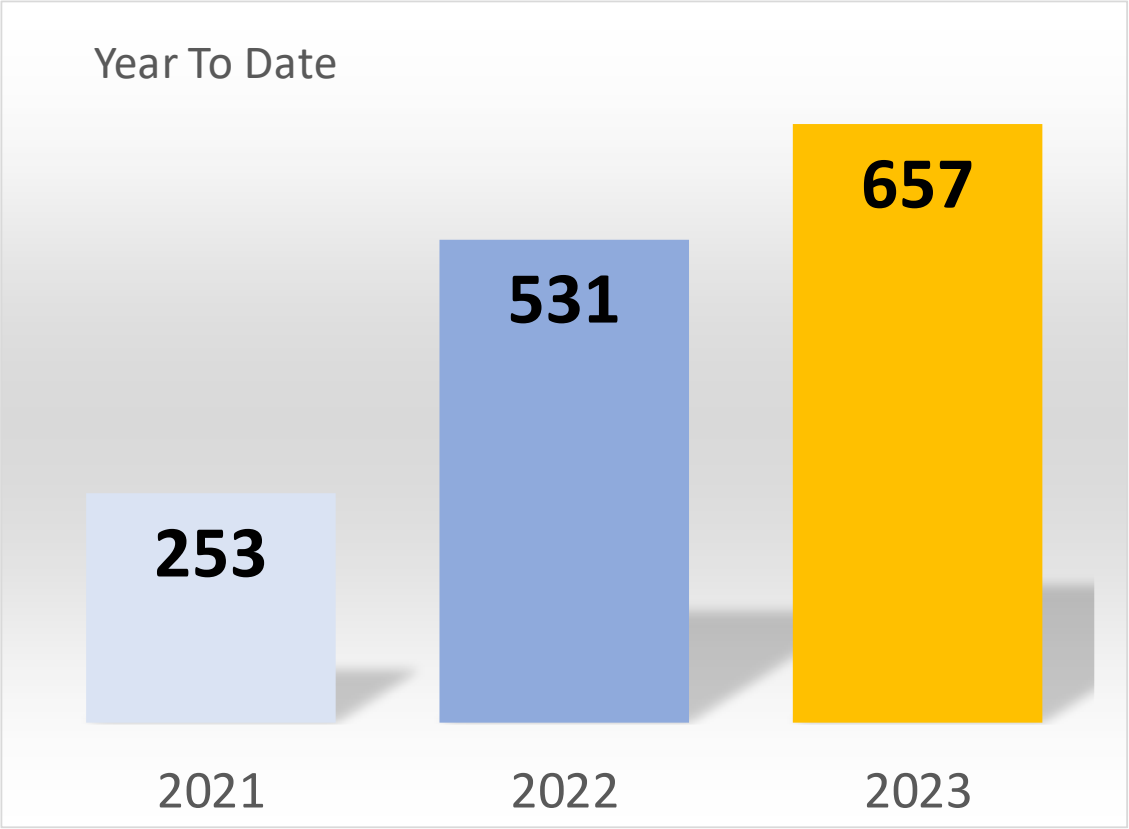
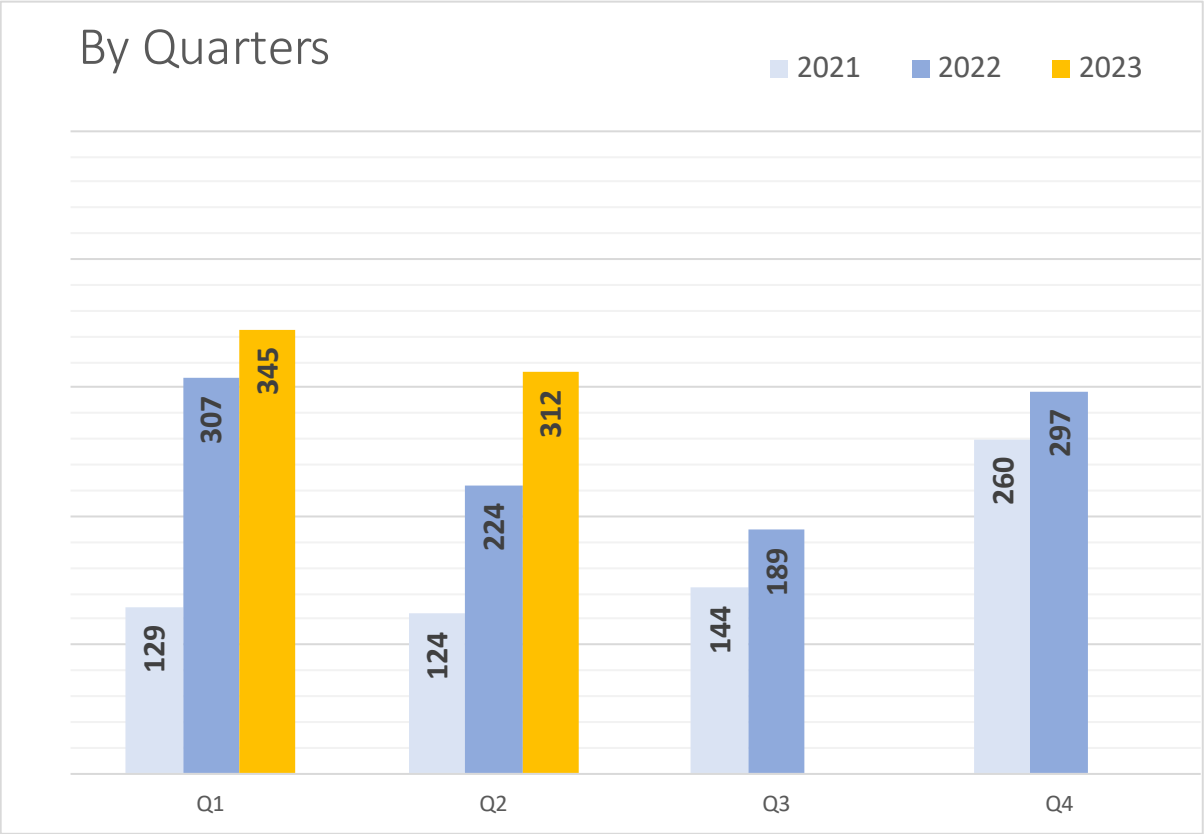




# Motor Vehicle Thefts



	1st Quarter 2023	2nd Quarter 2023	% Change	2nd Quarter 2022	2nd Quarter 2023	% Change	Year to Date 2022	Year to Date 2023	% Change
Motor Vehicle Thefts	345	312	-9.6%	224	312	39.3%	531	657	23.7%

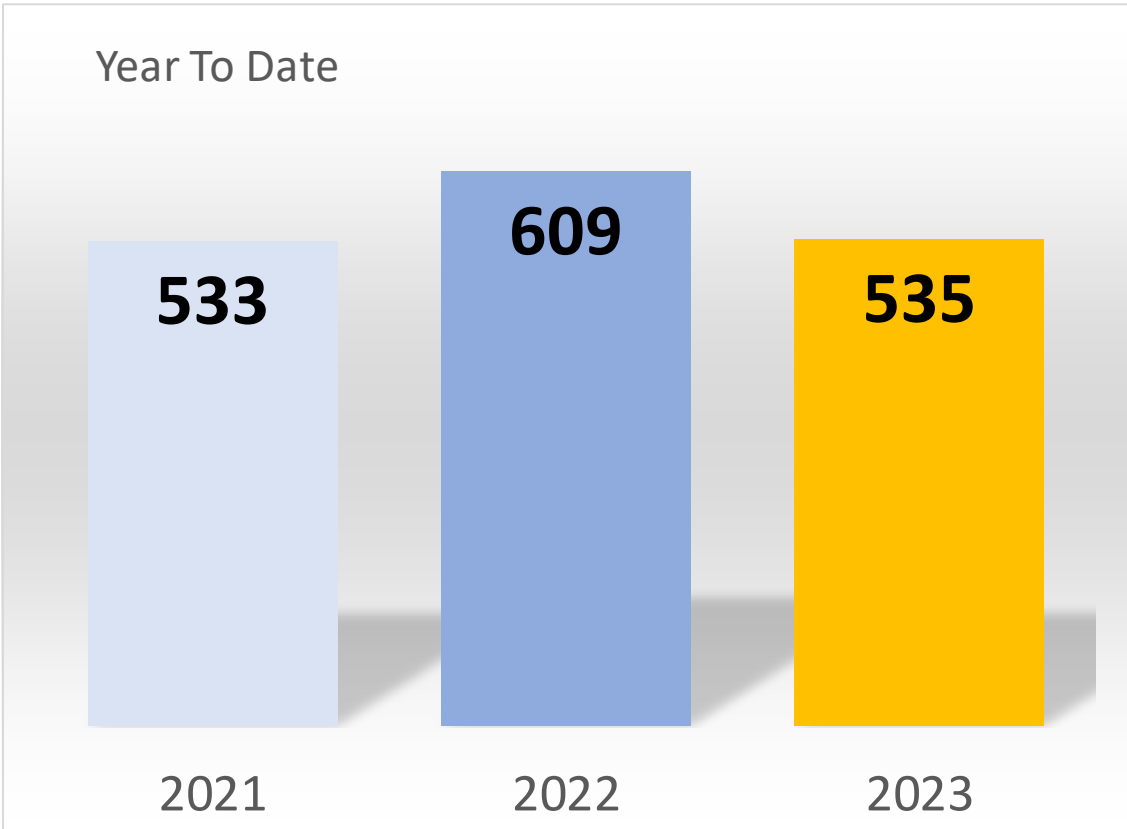
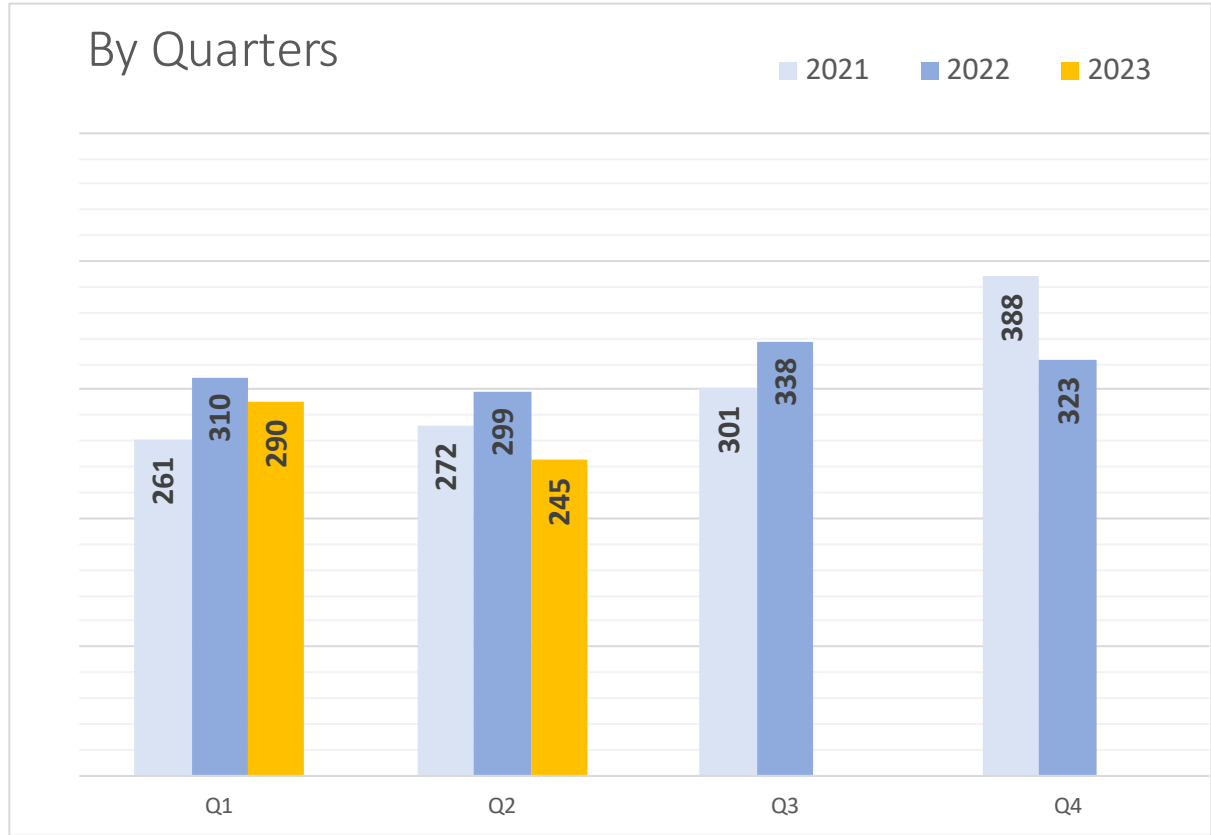


# Collisions



\*Reports taken by Lakewood PD for Collisions.

	1st Quarter 2023	2nd Quarter 2023	% Change	2nd Quarter 2022	2nd Quarter 2023	% Change	Year to Date 2022	Year to Date 2023	% Change
Collision Reports	290	245	-15.5%	299	245	-18.1%	609	535	-12.2%



# Summary of Crimes



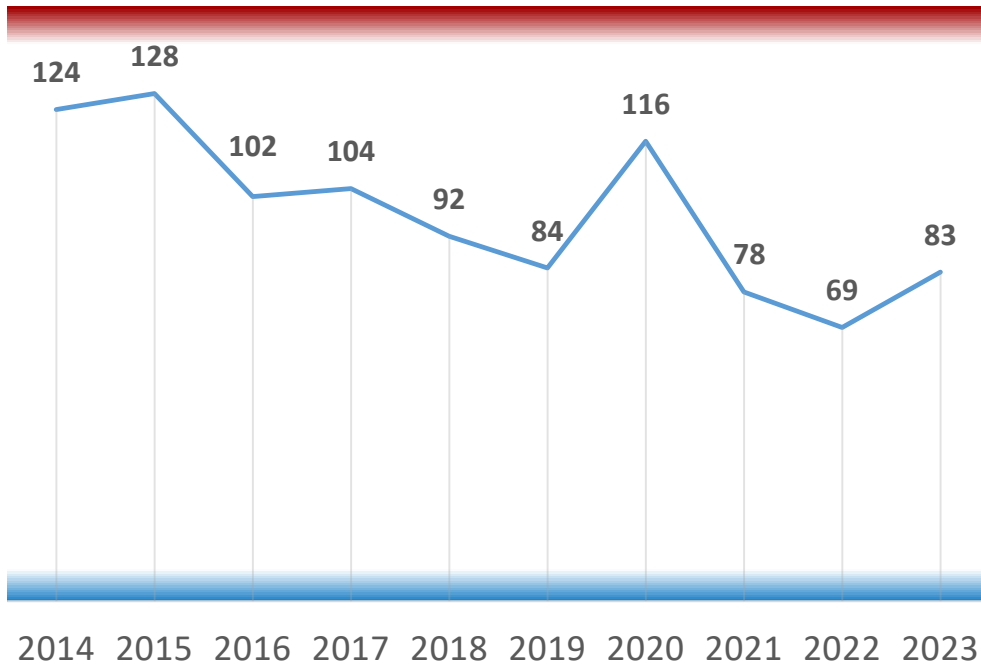
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Arrests									
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Gross Misdemeanor	10	<b>5</b>	-50.0%	0	<b>5</b>	N/A	2	<b>15</b>	650.0%
Misdemeanor	182	<b>179</b>	-1.6%	168	<b>179</b>	6.5%	331	<b>361</b>	9.1%
Warrants	92	<b>127</b>	38.0%	97	<b>127</b>	30.9%	202	<b>219</b>	8.4%
<b>Total</b>	400	<b>466</b>	16.5%	340	<b>466</b>	37.1%	702	<b>866</b>	23.4%
Person Crimes									
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Simple Assault	223	<b>256</b>	14.8%	268	<b>256</b>	-4.5%	472	<b>479</b>	1.5%
Homicide	1	<b>3</b>	200.0%	1	<b>3</b>	200.0%	2	<b>4</b>	100.0%
Robbery	25	<b>18</b>	-28.0%	21	<b>18</b>	-14.3%	49	<b>43</b>	-12.2%
Sex (Forcible & Non-Forcible)	39	<b>24</b>	-38.5%	22	<b>24</b>	9.1%	44	<b>63</b>	43.2%
<b>Total</b>	378	<b>414</b>	9.5%	431	<b>414</b>	-3.9%	784	<b>792</b>	1.0%
Property & Society Crimes									
Burglary	109	<b>105</b>	-3.7%	130	<b>105</b>	-19.2%	304	<b>214</b>	-29.6%
Fraud (Counterfeit & Embezzlement)	65	<b>45</b>	-30.8%	70	<b>45</b>	-35.7%	129	<b>110</b>	-14.7%
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Vandalism	279	<b>316</b>	13.3%	315	<b>316</b>	0.3%	662	<b>595</b>	-10.1%
Weapon Laws Violations	34	<b>32</b>	-5.9%	31	<b>32</b>	3.2%	61	<b>66</b>	8.2%
<b>Total</b>	1246	<b>1239</b>	-0.6%	1306	<b>1239</b>	-5.1%	2774	<b>2485</b>	-10.4%
Other Crimes Of Interest									
Shots Fired	116	<b>128</b>	10.3%	131	<b>128</b>	-2.3%	253	<b>244</b>	-3.6%
Pursuits	8	<b>10</b>	25.0%	8	<b>10</b>	25.0%	14	<b>18</b>	28.6%
Eluding	82	<b>105</b>	28.0%	55	<b>105</b>	90.9%	173	<b>187</b>	8.1%
Collision Reports	290	<b>245</b>	-15.5%	299	<b>245</b>	-18.1%	609	<b>535</b>	-12.2%

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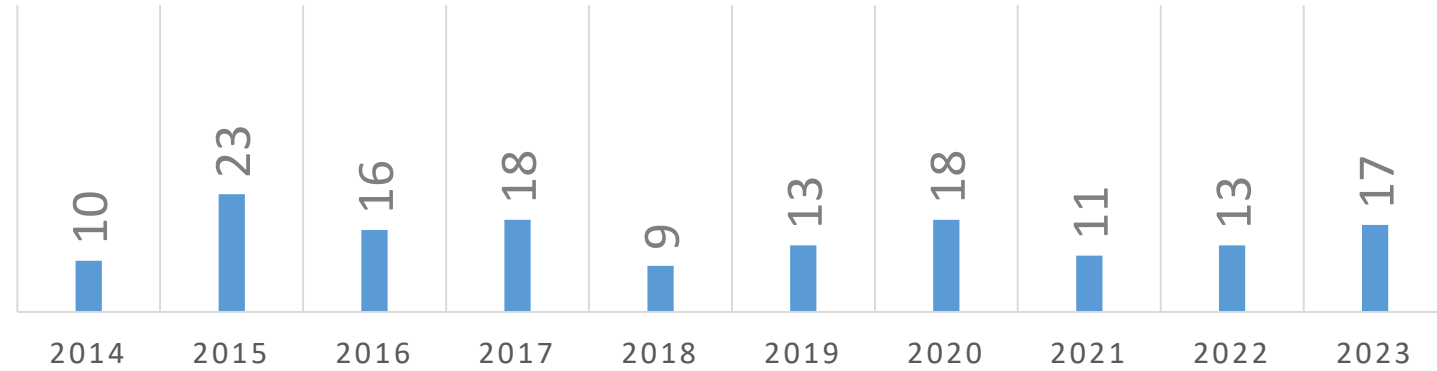
132

# ***Firework Calls for Service***

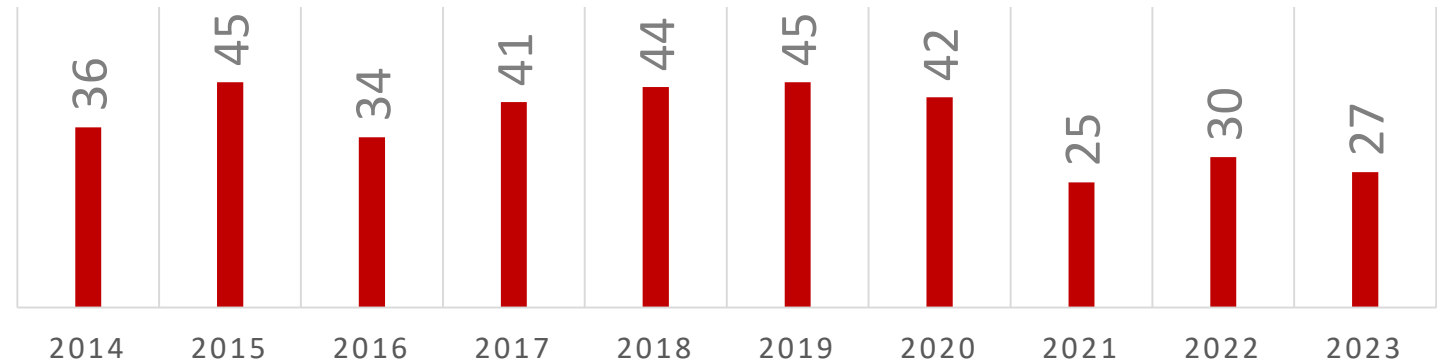
July 1st - 6th



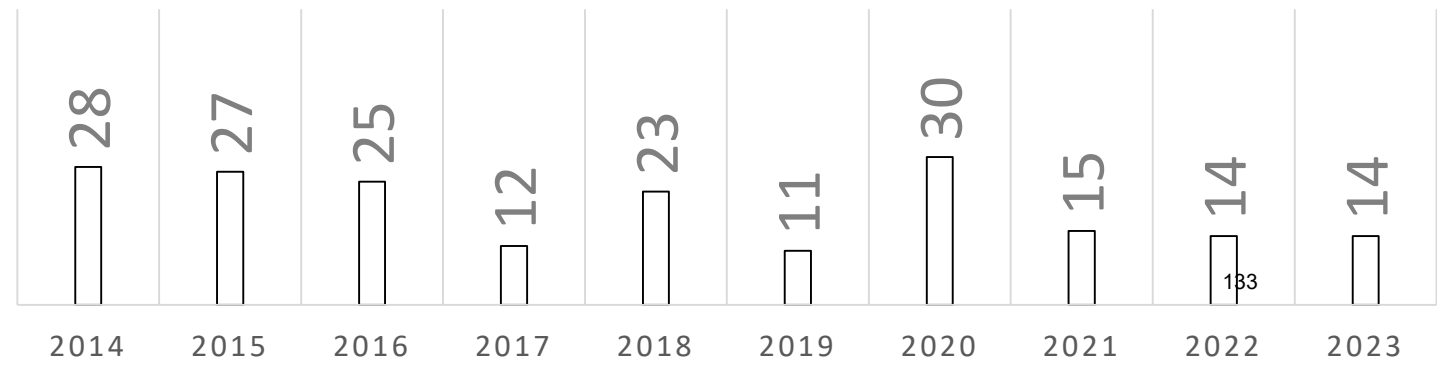
JULY 3RD



JULY 4TH

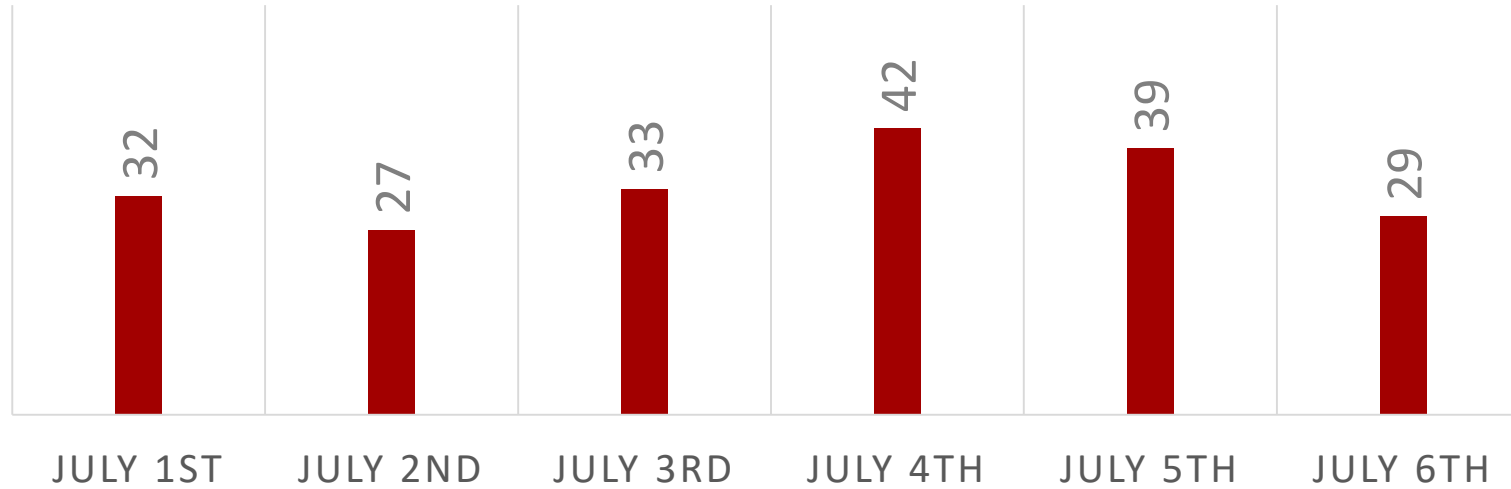


JULY 5TH



# ***Calls for Service 2023***

## **FIRE DEPARTMENT**



## **LAKEWOOD PD**

