

#### LAKEWOOD CITY COUNCIL AGENDA

Monday, August 21, 2023 7:00 P.M. City of Lakewood 6000 Main Street SW Lakewood, WA 98499

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

Those who do not have access to YouTube can participate via Zoom by either visiting <a href="https://us02web.zoom.us/j/86872632373">https://us02web.zoom.us/j/86872632373</a> 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 <a href="https://us02web.zoom.us/j/86872632373">https://us02web.zoom.us/j/86872632373</a>.

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 (<a href="https://us02web.zoom.us/j/86872632373">https://us02web.zoom.us/j/86872632373</a>), 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.

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.

#### **CALL TO ORDER**

**ROLL CALL** 

PLEDGE OF ALLEGIANCE

#### PROCLAMATIONS AND PRESENTATIONS

#### **PUBLIC COMMENTS**

#### CONSENT AGENDA

- (4) A. Approval of the minutes of the City Council meeting of August 7, 2023.
- (10) B. Motion No. 2023-77

Authorizing the execution of an agreement with the Washington State Healthcare Authority for Lakewood's CHOICE.

(118) C. <u>Motion No. 2023-78</u>

Authorizing the execution of an agreement with Tacoma Pierce County Habitat for Humanity, in the amount of \$159,000, for the American Lake Townhomes Sewer Extension project.

(148) D. Motion No. 2023-79

Reappointing James Hairston to serve on the Public Safety Advisory Committee through August 6, 2026.

- (151) E. Items filed in the Office of the City Clerk:
  - 1. Arts Commission meeting minutes of May 8, 2023.
  - 2. Lakewood's Promise Advisory Board meeting minutes of June 1, 2023.
  - 3. Arts Commission meeting minutes of June 5, 2023.

#### REGULAR AGENDA

#### RESOLUTION

#### (156) Resolution No. 2023-08

Approving funding allocation of \$1 Million in HOME funds and \$1.175 Million in HOME-ARP in support of Living Support Access Alliance (LASA) Gravelly Lake Commons 25-unit affordable housing development.

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

#### **UNFINISHED BUSINESS**

#### **NEW BUSINESS**

#### (164) Motion No. 2023-80

Authorizing use of \$74,855 of "1406" funds for rental assistance to Lakewood Clients served by Metropolitan Development Council (MDC).

#### (168) Motion No. 2023-81

Ratification and certification of the Proclamation of Emergency executed by the City Manager on August 16, 2023.

#### REPORTS BY THE CITY MANAGER

(171) Review of City Hall Redesign Study.

#### 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.



#### LAKEWOOD CITY COUNCIL MINUTES

Monday, August 7, 2023 City of Lakewood 6000 Main Street SW Lakewood, WA 98499

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

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

Participant ID: 868 7263 2373

#### **CALL TO ORDER**

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

#### **ROLL CALL**

<u>Councilmembers Present</u>: 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 declaring August 6 through August 12, 2023 as Farmers Market Week.

MAYOR WHALEN PRESENTED A PROCLAMATION RECOGNIZING AUGUST 6 THROUGH AUGUST 12, 2023 AS FARMERS MARKET WEEK TO SALLY MARTINEZ, RECREATION COORDINATOR, CITY OF LAKEWOOD.

#### Presentation from Lakewood's CHOICE.

Marcos Sauri and Lisa Watt Banks, Lakewood's CHOICE introduced themselves. Sauri shared that Lakewood's CHIOCE is a non-profit organization who works with local community members to achieve goals of reducing youth substance use through increasing awareness, reducing access and building pathways to healthy options for youth. Watt Banks shared that community partners include City of Lakewood, Clover Park School District, Tacoma Pierce County Health Department, Lakewood Boys and Girls Club and Springbrook Connections. They highlighted the services offered in the community such as Curriculum Based Support Groups, the Incredible Years Program, Guiding Good Choice and a Clover Park School District Mentorship Program. Discussion ensued.

#### **Clover Park School District Report.**

Clover Park School District (CPSD) Boardmember Alyssa Anderson Pearson shared that there was a devastating fire at the Jamestown Mobile Home Park which has impacted 26 students that attend local schools, support is being coordinating for these individuals and families.

She shared that summer school programs concluded on July 21<sup>st</sup>, full day kindergarten will be offered in all elementary schools and begins on Tuesday, September 5<sup>th</sup> and for all other grades school will begin on August 30<sup>th.</sup> She shared that all students will receive free lunch this school year and Caring for Kids Early Leaning Fairs will be held on August 12<sup>th</sup> from 9:00 a.m. to 12 p.m. at Harrison Preparatory School., on August 15<sup>th</sup> in the Springbrook Neighborhood and on August 16<sup>th</sup> at the Tillicum Community Center.

#### Jamestown Mobile Home Park Fire Response.

Chief Jim Sharp, West Pierce Fire & Rescue (WPFR) provided an overview of actions that the fire department took to mitigate the fire that started on Friday, August 5<sup>th</sup>. He shared that 60 firefighters were involved, the fire was put out 2.5 hours after it began. He reported that there were two fatalities, nine mobile homes were destroyed, six vehicles and two ATV's. There is an investigation into what started the fires.

City Manager Caulfield expressed condolences to those who lost their lives and are impacted by the fire. He spoke about actions took by the Red Cross and other community partners who are supporting those who were displaced from this event. He shared that ROC USA is in the process to bring in a generator for remaining residents who are still without power and the city is assessing availability of funds to allocate towards relocation assistance and provide financial assistance. Discussion ensued.

#### **PUBLIC COMMENTS**

Speaking before the Council were:

*Ebrahim Mirjalili, Lakewood resident*, spoke about diversity, equity and access. Mirjalili spoke about his history of moving to this country and becoming a dentist.

Jazmin Smith, Lakewood resident, spoke about global warming, the world being on fire and trees being cut down, specifically in Fort Steilacoom Park.

Christina Manetti, Lakewood resident, spoke about the Woodbrook fire and in support of the protection of Lakewood's environment and preservation of trees.

*Dennis Haugen, Sioux Falls resident*, spoke about school test scores, sanctuary states, illegal immigration and residential zoning standards.

James Dunlop, Lakewood resident, spoke about Edgewater Park and considering ways to reduce traffic and restrict use of public facilities in the area to small canoes or boats without motors.

Leslie Galvez, Lakewood resident, spoke about impacts from Jamestown Mobile Home Park fire and measures that could have been taken to prevent the tragedy.

#### CONSENT AGENDA

- A. Approval of the minutes of the City Council study session of July 10, 2023.
- B. Approval of the minutes of the City Council meeting of July 17, 2023.
- C. Approval of the minutes of the City Council study session of July 24, 2023.
- D. Approval of claims vouchers, in the amount of \$3,590,718.76, for the period of June 16, 2023 through July 18, 2023.
- E. Approval of payroll checks, in the amount of \$3,086,510.82, for the period of June 16, 2023 through July 15, 2023.
- F. Motion No. 2023-75

Approving the 2023-2024 Strategic Plan.

G. Motion No. 2023-76

Appointing the 2023-2024 Youth Councilmembers.

- H. Items filed in the Office of the City Clerk:
  - 1. Landmarks and Heritage Advisory Board meeting minutes of February 9, 2023.
  - 2. Landmarks and Heritage Advisory Board meeting minutes of March 23, 2023.
  - 3. Parks and Recreation Advisory Board meeting minutes of April 25, 2023.
  - 4. Community Services Advisory Board meeting minutes of May 17, 2023.
  - 5. Landmarks and Heritage Advisory Board meeting minutes of June 22, 2023.

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

#### REGULAR AGENDA

#### **UNFINISHED BUSINESS**

None.

#### **NEW BUSINESS**

None.

#### REPORTS BY THE CITY MANAGER

#### Information Technology Plan Update.

Mehdi Sadri, Chief Information Officer shared that the City's information technology network has been rebuilt in 2023 with a focus on security, two-factor authentication has been installed on all network devices, audio and video upgrades have been installed in the Lakewood Municipal Court. He shared that Information Technology is focusing on a citywide computer replacement program, rental housing program software, and an asset management system. He shared that a roll out of Microsoft 365 will begin in 2024 as well an update to the Information Technology Strategic Plan.

\*\*\*\*\*\*\*

City Manager Caulfield shared that on July 25, 2023, the City was notified that the Metropolitan Development Council (MDC) has six Lakewood clients that are at risk of eviction because they did not submit a timely application for rental assistance and as a result had lost funding for these apartment units. It is recommended that the City Council provide MDC a one-time use of Lakewood's 1406 funds to provide this rental assistance for Lakewood clients.

He reported that last week he met with representatives to discuss Historic Fort Steilacoom. The Department of Social and Health Services (DSHS) and the City agreed to support and pursue the ownership transfer of the four buildings and equipment such as the cannon to the City. A presentation will come forward for City Council discussion at a future meeting.

He shared that Tax Increment Financing may be a tool that could provide some benefit in assisting the City of Lakewood to finance capital improvements in the downtown area, specifically a downtown park. A presentation will come forward for City Council discussion followed by a presentation and proposed Resolution that will allow us to proceed further.

He then shared that Public Works Engineering representative met with the Transportation Improvement Board (TIB)to discuss the city's TIB grant submittals and the city issued 9 demolition permits for structures at Western State Hospital.

He then shared that a request for Proclamation has been received from Blue Star Families, requesting the City designate September 23, 2023 to October 1, 2023 as Blue Star Welcome Week and the proclamation will be presented at the September 18, 2023 regular meeting.

He requested that the City Council consider October 7th, October 14th or October 28th as the date for a City Council Legislative Retreat.

He then reported that Assistant City Manager Dave Bugher has announced his retirement effective February 29<sup>th</sup>.

He then announced the following upcoming meetings and events:

- August 8 to September 19, 2:00 P.M. to 7:00 P.M., Farmers Market, Fort Steilacoom Park
- August 8 to August 29, Tuesdays, 6:30 P.M. to 8:00 P.M., Summer Concerts, Fort Steilacoom Park Pavilion
- August 12, 4:00 P.M. to 8:00 P.M., Street Festival, Motor Avenue, Colonial Plaza
- August 19, noon to 5:00 P.M., 2023's End of Summer Celebration Event hosted by Springbrook Connections and Lakewood's Choice, Springbrook Park
- August 26, 10:00 A.M., Wall Raising for Dr. Claudia Thomas, Habitat for Humanity, 15210 Portland Ave SW

#### CITY COUNCIL COMMENTS

Councilmember Belle expressed condolences to those impacted by the Jamestown Mobile Home Park fire. Belle shared that last week she participated in National Night Out, the Youth Council Kick-Off Event and the Lakewood Arts Commission meeting this evening.

Councilmember Lauricella expressed condolences to those impacted by the Jamestown Mobile Home Park fire. He shared that he participated in National Night Out, complimented Lakewood Police Department for their speed patrol emphasis, spoke about considering distribution of MDC funds overtime and shared that the 112<sup>th</sup> Street sidewalks are progressing.

Councilmember Bocchi expressed condolences to those impacted by the Jamestown Mobile Home Park fire. He commented on the 112<sup>th</sup> Street sidewalk improvements, National Night Out event and the success of the Dolly Parton Imagination Library in Washington State.

Councilmember Brandstetter complimented the effort put into National Night Out events and the success of the Dolly Parton Imagination Library in Washington State. He shared that donations are being accepted for Lakewood Lions Scholarship, he attended the South Sound Housing Affordability Partnership (SSHA<sup>3</sup>P) meeting and spoke about the representation of schools on Youth Council.

Councilmember Anderson shared that he attended the Puget Sound Regional Council Executive Board meeting, the Groundbreaking event for ballfields at Fort Steilacoom Park and a meeting with JBLM Garrison Commander.

Deputy Mayor Moss expressed condolences to those impacted by the Jamestown Mobile Home Park fire. She shared that she participated in National Night Out, Youth Council Kick-Off event and the Leaders of Change Presentation at Clover Park High School.

Mayor Whalen shared that he attended the Pierce Transit Board of Commissioners meeting, the Groundbreaking event for ballfields at Fort Steilacoom Park, the Samoa Cultural Week dinner, Mayor Emeritus Bill Harrison's 90<sup>th</sup> Birthday, the Lakewold Gardens Dinner and Auction, Lakewood Library Story Time with Children, National Night Out and the 100<sup>th</sup> Anniversary of Lake City Community Church. He spoke about various transportation and sidewalk projects throughout the community and expressed condolences to those impacted by the Jamestown Mobile Home Park fire.

#### **ADJOURNMENT**

There being no further busines	ss, the meeting adjourned at 9:47 p.m.	
ATTEST:	JASON WHALEN, MAYOR	
BRIANA SCHUMACHER CITY CLERK		

# REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: August 21, 2023	<b>TITLE:</b> Fiscal Agent Contract with HCA for Lakewood's CHOICE	TYPE OF ACTION:  ORDINANCE NO.		
REVIEW: August 7, 2023	ATTACHMENTS: CHOICE HCA Contract Template	RESOLUTION NO.  X_ MOTION NO. 2023-77		
		OTHER		
<b>SUBMITTED BY</b> : Mary Doo	dsworth, Parks, Recreation and Commu	nity Services Department		
into an agreement with Washir	s recommended that the City Council and agton State Health Care Authority (HCA year grant that will enable the Lakew	A) which will allow the City to		
<u>DISCUSSION</u> : The City of Lakewood has been working with the Washington State Health Care Authority (HCA) and acting as the fiscal agent for Lakewood's CHOICE (CHOICE), a substance abuse prevention coalition that has been successfully operating in the City for four years. CHOICE staff work with Clover Park School District and other community partners to implement programs and services. CHOICE's work aligns with the Legacy Plan mission of creating a healthy and vibrant community as well as the goals and strategies of the Human Services division. As a fiscal agent the City would submit monthly reports prepared by CHOICE staff, pay bills and submit grant reimbursement requests. One of the reasons that the City was considered is our sound accounting and financial practices.				
<u>ALTERNATIVE(S)</u> : The City could decide not to enter into the agreement with the HCA which would require the State find a new fiscal agent to partner with the Lakewood Choice contract and program. This would delay or could eliminate the Lakewood CHOICE programs being implemented in Lakewood for the next two years.				
<u>FISCAL IMPACT</u> : The contract is for \$110,000 each year for two years (total of \$220,000). The City would receive an 8% contract administration fee (approximately \$8,906 each year) for service.				
Mary Dodsworth Prepared by	Çity Manager I	Review		
Mary Dodsworth Department Director				



### **CONTRACT** for **Prevention and Promotion Client Services**

HCA Contract	Number:	K6933
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THIS CONTRACT is made by and between the Washington State Health Care Authority (HCA) and City of Lakewood, (Contractor).

CONTRACTOR NAME City of Lakewood		CONTRACTOR DOING BUSINESS AS (DBA)			
CONTRACTOR ADDRESS Street		City		State	Zip Code
6000 Main St SW		Lakewood		WA	98499
CONTRACTOR CONTACT CONTRACTOR		TELEPHONE	CONTRACTOR E-MAIL ADDRESS		
Cameron Fairfield 253-983-7827			Cfairfield@cityoflakewood.us		
Is Contractor a Subrecipient under this Contract?					
∑YES □NO					

HCA PROGRAM	HCA DIVISION/SECTION
Prevention and Promotion Local Services	Division of Behavioral Health and Recovery (DBHR), SUD Prevention and MH Promotion Section
HCA CONTACT NAME AND TITLE	HCA CONTACT ADDRESS
Kasey Kates, Supervisor, CPWI Community and School-Based	Health Care Authority
Services	626 8th Avenue SE
	PO Box 42730
	Olympia, WA 98504-2730
HCA CONTACT TELEPHONE	HCA CONTACT E-MAIL ADDRESS
(360) 725-2054	Kasey.Kates@hca.wa.gov

CONTRACT START DATE	CONTRACT END DATE	TOTAL MAXIMUM CONTRACT AMOUNT
July 1, 2023	June 30, 2025	\$930,000.00
PURPOSE OF CONTRACT:		

Contractor will provide substance use disorder prevention and mental health promotion services to individuals, families and communities. The services will be provided through individual Task Orders, as funded and agreed to between both parties.

The parties signing below warrant that they have read and understand this Contract and have authority to execute this Contract. This Contract will be binding on HCA only upon signature by both parties.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
HCA SIGNATURE  DocuSigned by:	PRINTED NAME AND TITLE Alyson Beck	DATE SIGNED
Alyson Beck	Contracts Administrator	7/7/2023

CITY OF LAKEWOOD
Dated:
Attest:
Briana Schumacher, City Clerk
Approved as to Form:
Weids Am Wachen City Attorney
Heidi Ann Wachter, City Attorney

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#### Recitals

The State of Washington, acting by and through the Health Care Authority (HCA), seeks to secure substance use disorder prevention and mental health promotion services to individuals, families, and communities.

Client services contracts, such as this Contract, are exempt from the requirement of competitive solicitation (RCW 39.26.125(6)).

HCA has determined that Contractor is qualified and willing to provide the services described in this Contract.

Nothing herein precludes HCA from seeking applicants to provide these services as part of the contracting or procurement process.

THEREFORE, HCA awards to City of Lakewood this Contract, the terms and conditions of which will govern Contractor's providing to HCA the substance use disorder prevention and mental health promotion services to individuals, families, and communities.

IN CONSIDERATION of the mutual promises set forth in this Contract, the sufficiency of which the parties acknowledge, the parties agree as follows:

The Recitals listed above are incorporated by reference into this Contract.

#### 1. STATEMENT OF WORK (SOW)

The Contractor will furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth in each attached Task Order.

#### 2. **DEFINITIONS**

- "Administrative Costs" or "Indirect Costs" means the elements of costs incurred by the Contractor as costs that are necessary to administrate or operate a program that are not considered direct program costs. Criteria for Administrative/Indirect Costs, Contract-Specific Direct Costs, and Shared Direct Costs are outlined in the Substance Use Disorder Prevention and Mental Health Promotion Services Billing Guide.
- "Agent" means the Director of the Health Care Authority and/or the Director's delegate authorized in writing to act on behalf of the Director.
- "Allowable Cost" means an expenditure which meets the test of the appropriate executive office of the President of the United States' Office of Management and Budget (OMB) circular. The most significant factors which determine whether a cost is allowable are the extent to which the cost is:
  - Necessary and reasonable;
  - Allocable;
  - Authorized or not prohibited under Washington state or local

- laws and regulations;
- Adequately documented.
- "Authorized Representative" means a person to whom signature authority has been delegated in writing acting within the limits of his/her authority.
- **"Authorized User"** means an individual or individuals with an authorized business need to access HCA's Confidential Information under this Contract.
- "Awards and Revenues" or "A&R" means the details of the Contractor's Awards and Revenues. The Contractor must budget and bill according to each Award and Revenues.
- "Awards and Revenues (A&Rs) and Federal Subaward Identification (FSI) documents" or "A&R/FSI document" means the document that is issued after execution of the Contract and is fully incorporated by reference. that identifies the most current: sources of funds available; amount available for expenditure by Task Order; and federal subaward identification of funding by source. The A&R/FSI identify funding assigned to each Task Order up to the total maximum consideration.
- "Breach" means the unauthorized acquisition, access, use, or disclosure of confidential information that compromises the security, confidentiality, or integrity of the confidential information.
- "Business Days and Hours" means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.
- "Certified Prevention Professional" or "CPP" means the Prevention Specialist certification recognized by the International Credentialing and Reciprocity Consortium (IC&RC) and supported by the Prevention Specialist Certification Board of Washington, <a href="http://www.pscbw.com">http://www.pscbw.com</a>.
- "Client" means an individual who is eligible for or receiving services through HCA program(s).
- "CFR" means the Code of Federal Regulations. All references in this Contract to CFR. chapters or sections include any successor, amended, or replacement regulation. The CFR may be accessed at <a href="http://www.eC.F.R..gov/cgi-bin/EC.F.R.?page=browse">http://www.eC.F.R..gov/cgi-bin/EC.F.R.?page=browse</a>.
- "Coalition" means a formal arrangement for cooperation and collaboration between groups or sectors of a community. Each participant in the Coalition retains their identity, but all agree to work together toward a common goal of building a safe, healthy, and drug-free community.
- "Community" means an approved geographic area within school district boundaries, or within High School Attendance Areas (HSAA) and their feeder schools.
- "Community-Based Organization" or "CBO" means a public or private nonprofit organization of demonstrated effectiveness that is representative of a community, or of significant segments of a community, and that provides educational or related services to individuals in the community. This includes faith-based and religious organizations.

- "Community Prevention and Wellness Initiative" or "CPWI" means the HCA substance use disorder prevention delivery system that focuses prevention services in high-need and risk from alcohol, tobacco, marijuana, opioids, and other substances in Washington State as selected and approved by HCA.
- "Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, both Category 3 and Category 4 Data as described in Attachment 4, Section 3 *Data Classification*, which includes, but is not limited to, Personal Information and Protected Health Information.
- "Contract" means this Contract document and all schedules, exhibits, attachments, incorporated documents and amendments.
- "Contract Manager" means the individual identified on the cover page of this Contract who will provide oversight of the activities conducted under this Contract.
- "Contractor" means City of Lakewood its employees and agents. Contractor includes any firm, provider, organization, individual or other entity performing services under this Contract. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Contract.
- "Covered Entity" has the same meaning as defined in 45 C.F.R. §160.103.
- "The Center for Substance Abuse Prevention" or "CSAP" means the unit within the federal Substance Abuse and Mental Health Services Administration (SAMHSA), which works with federal, state, public, and private organizations to develop comprehensive prevention systems. CSAP has developed and recognized the six prevention strategy categories listed below.

#### **CSAP Categories:**

- Alternative Activities: Activities that involve participation by targeted groups/individuals that purposefully exclude alcohol and other substances by way of providing pro-social and healthy alternatives.
- Community-Based Process: Providing an organized forum to enhance prevention activities by forming a group. The group organizes, plans, and implements prevention activities through this format.
- Education: Activities to provide education to identified group/individuals aimed at teaching decision - making skills, refusal skills, parental management skills, social skill development etc. Education activities involve two-way communication and involve an educator teaching participants.
- Environmental: Establish or change Community attitudes, norms, and policies that can influence substance use occurrence within the Community.
- Information Dissemination: Provide information about drug use, misuse, and abuse, and the effects of substance use on individuals. Provide information on prevention related programs and resources available.
- Problem Identification and Referral: Identify individuals with misuse/abuse of

substances in order to provide interventions that can deter those individuals of continued misuse through education and motivation strategies.

- "Data" means information produced, furnished, acquired, or used by Contractor in meeting requirements under this Contract. Confidential Information, Personal Information, and Protected Health Information are all considered Data for the purposes of this Contract. For Attachment 4, Data Sharing Terms, Data specifically refers to the information that is disclosed or exchanged as described in the Attachment.
- "Data Breach" means the acquisition, access, use, or Disclosure of Data in a manner not permitted under law or by this Contract, including but not limited to the HIPAA Privacy Rule, which compromises the security or privacy of Protected Health Information, with the exclusions and exceptions listed in 45 C.F.R. § 164.402.
- "DBHR" means the "Division of Behavioral Health and Recovery," a division of HCA, or its successors.
- "**DEA**" means the federal Drug Enforcement Agency.
- "Designated Record Set" means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or used in whole or part by or for the Covered Entity to make decisions about individuals.
- "Disclosure" means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.
- **"Division of Behavioral Health and Recovery" (DBHR) -** The division within the Health Care Authority that provides program support for behavioral health services, including substance use disorder prevention and treatment, mental health promotion and treatment, and recovery support services.
- "Diagnostic and Statistical Manual of Mental Disorders" or "DSM-5" means The Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, which is the 2013 update to the Diagnostic and Statistical Manual of Mental Disorders, the taxonomic and diagnostic tool published by the American Psychiatric Association.
- "**Debarment**" means an action taken by a federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
- "Dedicated Cannabis Account" or "DCA" means revenue generated by taxation of retail cannabis as a result of the implementation RCW 69.50.540; State Funds.
- "Direct Service Programs" means services that are provided to an individual or group using and in-person program delivery method.

- **"Educational Service District"** or **"ESD"** means the regional agency established by RCW 28A.310.010 to (1) provide cooperative and informational services to local school districts; (2) assist the superintendent of public instruction and the state board of education in the performance of their respective statutory or constitutional duties; and (3) provide services to school districts and to the Washington state center for childhood deafness and hearing loss and the school for the blind to assure equal educational opportunities.
- "Effective Date" means the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties in this Contract; or, if not so specified, the date of the last signature of a party to this Contract. For the purposes of this contract, effective date is same as Contract Start Date listed on the Contract face page.
- "Evidence-Based Program" or "EBP" means a program that has been tested in heterogeneous or intended populations that can be implemented with a set of procedures to all successful replication in Washington. An EBP has showed favorable effects and no harmful effects in one or more evaluation studies including at least one rigorous randomized controlled trial or two rigorous quasi-experimental evaluation studies. This is determined through a secondary review of evidence-based program registry ratings and/or a review of program evaluation literature.
- "Fidelity" means the degree of exactness with which something is copied or reproduced.
- "General Fund State" or "GFS" or "SFG" means the funds from the Washington state general funds. Also known as: State Funds.
- **"HCA Contract Manager"** means the individual identified on the cover page of this Contract who will provide oversight of the Contractor's activities conducted under this Contract.
- "Health Care Authority" or "HCA" means the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA, or any of the officers or other officials lawfully representing HCA.
- "Health Equity" means when every person has the opportunity to attain their full health potential, and no one is disadvantaged from achieving this potential because of social position or other socially determined circumstances, and that everyone has a fair and just opportunity to be as healthy as possible. This requires removing obstacles to health such as poverty, discrimination, and their consequences, including powerlessness and lack of access to good jobs with fair pay, quality education and housing, safe environments, and health care. Health Equity is a core value of HCA.
- "Health Disparities" means a particular type of health difference that is closely linked with social, economic, and/or environmental disadvantage. Health disparities adversely affect groups of people who have systematically experienced greater obstacles to health based on their racial or ethnic group; religion; socioeconomic status; gender; age; mental health; cognitive sensory, or physical disability; sexual orientation or gender identity; geographic location; or other characteristics historically linked to discrimination or exclusion.
- "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC 1320d-d8, as amended, and its attendant regulations as promulgated by the U.S. Department of Health and Human Services (HHS), the Centers for Medicare and Medicaid Services, the HHS Office of the Inspector General, and the HHS Office for Civil Rights. HIPAA

inloudes the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

"Individual(s)" means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

"Innovative Program" means a program that does not fall into the other categories of Evidence-based, Research-based, or Promising.

"The Institute of Medicine Model categories" or "IOM categories". The Institute of Medicine classification by population to the differing objectives of various interventions and matches the objectives to the needs of the target population. The IOM identifies these categories based on the level of risk, see below. IOM Classifications:

- Universal-Indirect: Targets the general population and are not directed at a specific risk group.
- Universal-Direct: Interventions directly serve an identifiable group of participants but who have not been identified on the basis of individual risk.
- Selective: Targets those at higher-than-average risk for substance abuse; individuals are identified by the magnitude and nature of risk factors for substance abuse to which they are exposed.
- Indicated: Targets those already using or engaged in other high-risk behaviors to prevent heavy or chronic use.

"Limited Data Set(s)" means a data set that meets the requirements of 45 C.F.R. §§ 164.514(e)(2) and 164.514(e)(3).

#### "Media Materials and Publications" means:

- News Release: A brief written announcement the agency provides to reporters highlighting key events, research, results, new funding and programs, and other news;
- Paid Media: Any advertising space/time that is purchased for prevention/coalition messages (printed publications/newspapers, online, outdoor, on-screen, TV and radio);
- Earned Media: Published news stories (print, broadcast or online) resulting from Contractor's Agreements with reporters;
- Donated Media, including public service announcements. Any free advertising space or time from broadcast, print, outdoor, online, and other advertising vendors;
- Social Media: Also referred to as new media: messaged posted online of Facebook, Twitter, YouTube, Instagram, Snapchat and similar sites.

- Other Media Material and Publications: Other print and video materials that are created under this Contract.
- **"Mental Health"** means a person's condition with regard to their psychological and emotional well-being.
- "Mental Health Promotion Projects" or "MHPP" means a program or strategy with the overall goal of maximizing mental health and well-being among populations and individuals.
- **"Minimum Necessary"** means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.
- "Opioid Abatement Settlement Account" or "OASA" (this and any variations of) means State funding provided by the accounts created from the state settlement(s) with companies found to have played key roles in fueling the opioid epidemic. This is categorized as State Funds.
- "OMB" means the Office of Management and Budget of the executive office of the President of the United States.
- "Overpayment" means any payment or benefit to the Contractor in excess of that to which the Contractor is entitled by law, rule, or this Contract, including amounts in dispute.
- "Partnerships for Success" or "PFS", means the federal Substance Abuse and Mental Health Services Administration (SMHSAA) Grant 2013 and 2018, CFDA number 93.243; Federal Discretionary Funds.
- "Permissible Use" means only those uses authorized in this Contract and as specifically defined herein.
- "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses (including or excluding zip code), telephone numbers, social security numbers, driver's license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.
- "Prevention Activity Data" means information input to the agreed upon reporting system to record all active prevention services including outcome measures. Reporting systems include the "Substance Abuse Disorder Prevention Mental Health Promotion Online Reporting System" or "Minerva" and the Student Assistance Prevention Intervention Spervices Program (SAPISP) data reporting system or any successor systems established for the same purpose. This information will be used to verify services identified in A-19 invoices prior to payment and must be entered into the reporting system by the close of business of the fifteenth (15th) of each month for prevention activities provided during the previous month.
- "Prevention System Manager" or "PSM" means the designee assigned to manage day to day responsibilities associated with this Contract.
- "Primary Prevention" means the approach that strategically incorporates programs, policies, and interventions that occur prior to the onset of a substance use disorder that are intended to prevent or reduce risk for developing substance use disorder(s). Includes

universal, selected, and indicated populations. These strategies are directed at individuals not identified to be in need of treatment. Example: Substance use prevention education for young people.

- "**Program Income**" means gross income earned by the Contractor that is directly generated by a supported activity or earned as a result of the federal award during the period of performance.
- "Promising Program" means a program that shows favorable outcomes based on statistical analyses or a well-established theory of change, can be implemented with a set of procedures to ensure implementation within Washington state's prevention service delivery system, and shows potential for meeting the "evidence-based" or "research-based" criteria. A promising program could include a program that is evidence-based or research-based for outcomes that are related to, but not directly connected to, a particular funding source priority.
- "Proprietary Information" refers to any information which has commercial value and is either: (1) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services; or (2) non-technical information relating to products, including without limitation pricing, margins, merchandising plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans, and any other information which is proprietary and confidential. Contractor's Proprietary Information is information owned by Contractor to which Contractor claims a protectable interest under law.
- "Protected Health Information" or "PHI" means information that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present or future payment for provision of health care to an individual. 45 C.F.R. § 103. 45 C.F.R. §§ 160 and 164. PHI includes demographic information that identifies the individual or about which there is reasonable basis to believe, can be used to identify the individual. 45 C.F.R. § 160.103. PHI is information transmitted, maintained, or stored in any form or medium. 45 C.F.R. § 164.501. PHI does not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 USC 1232g(a)(4)(b)(iv).
- **"RCW"** means the Revised Code of Washington. All references in this Contract to RCW chapters or sections include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: <a href="http://apps.leg.wa.gov/rcw/">http://apps.leg.wa.gov/rcw/</a>.
- "Regular Annual Schedule" means consistent, reliable services with a pattern of implementation intervals throughout the year.
- "Regulation" means any federal, state, or local regulation, rule, or ordinance.
- "Research-Based Program" (or RBP) means a program that has been tested and can be implemented with a set of procedures to ensure successful replication within Washington state's prevention service delivery system. An RBP has showed favorable effects and no harmful effects with a single randomized and/or statistically controlled evaluation, demonstrates sustained desirable outcomes, or where a the weight of the evidence from a

- systematic review supports sustained favorable outcomes, similar to the criteria as identified in the term "evidence-based," but does not meet the full criteria for "evidence-based."
- "SAMHSA" means the federal Substance Abuse and Mental Health Services Administration.
- "Sensitive information" means information that is not specifically protected by law, but should be limited to official use only, and protected against unauthorized access.
- "State Opioid Response" or "SOR," "SOR II," or "SOR III" and any further iterations means the federal Substance Abuse and Mental Health Services Administration (SAMHSA) Grant, CFDA number 93.788; Federal Discretionary Funds.
- "Statement of Work" or "SOW" means a detailed description of the work activities the Contractor is required to perform under this Contract, including the deliverables and timeline, and is included in the Contract and task orders.
- "Student Assistance Prevention Intervention Services Program" or "SAPISP" means the school-based prevention and intervention services as part of CPWI as agreed upon between HCA and Contractor.
- "Student Assistance Prevention Intervention Services Program (SAPISP) Data Reporting System" or "wasapisp.com" means the online reporting system used to enter service data for the SAPISP services, or successor. https://www.wasapisp.com
- "Subaward" means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program. A subaward may be provided through any form of legal agreement, including an agreements that the pass-through entity considers a contract.
- "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform any duties that give rise to a business requirement to access the Data that is the subject of this Contract.
- "Subcontractor" means a person or entity that is not in the employment of the Contractor, who is performing all or part of the business activities under this Contract under a separate contract with Contractor. The term "Subcontractor" means subcontractor(s) of any tier.
- "Substance Abuse Block Grant" or "SABG" or "Substance Use Prevention Treatment and Recovery Services" or "SUPTRS" means federal Substance Abuse Block Grant and/or Substance Use Prevention Treatment and Recovery Services funded by the Substance Abuse and Mental Health Services Administration (SAMHSA), CFDA number 93.959; Federal Funds.
- **"Substance Use Disorder"** or **"SUD"** means the patterns of symptoms caused by using a substance that an individual continues taking despite its negative effects, as defined further by the diagnostic criteria within the DSM-5.
- "Substance Use Disorder Prevention" means the "Interventions that occur prior to the onset of a disorder that are intended to prevent or reduce risk for the disorder."

- "Substance Use Disorder Prevention and Mental Health Promotion Online Reporting System" or "Minerva" or its successor means the management information system maintained by HCA that collects planning, demographic, and prevention service data.
- "Substance Use Disorder Prevention and Mental Health Promotion Services Billing Guide" means the Supplementary Instructions and Fiscal Policy Standards for Reimbursable Costs as used by HCA, located at https://theathenaforum.org/billing
- "Subrecipient" means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A Subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. As in 45 C.F.R. 75.2, or any successor or replacement to such definition, for any federal award from HHS; or 2 C.F.R. 200.93, or any successor or replacement to such definition, for any other federal award. See OMB circular a-133 for additional details.
- "Successor" means any entity which, through amalgamation, consolidation, or other legal succession, becomes invested with rights and assumes the burdens of the original contractor.
- "Task Order" or "TO" means an agreement between HCA and Contractor containing a detailed statement of work, and any special terms and conditions for the provision of the services under this Contract, entered into pursuant to this.
- **"USC"** means the United States Code. All references in this Contract to USC chapters or sections will include any successor, amended, or replacement statute. The USC may be accessed at <a href="http://uscode.house.gov/">http://uscode.house.gov/</a>.
- **"Vendor"** means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the federal program.
- **"WAC"** means the Washington Administrative Code. All references to WAC chapters or sections will include any successor, amended, or replacement regulation. Pertinent WACs may be accessed at: <a href="http://app.leg.wa.gov/wac/">http://app.leg.wa.gov/wac/</a>.

#### 3. SPECIAL TERMS AND CONDITIONS

#### 3.1 PERFORMANCE EXPECTATIONS

The Contractor's expected performance under this Contract includes, but is not limited to, the following:

Knowledge of applicable state and federal laws and regulations pertaining to subject of this Contract:

- **3.1.1** Use of professional judgment;
- **3.1.2** Collaboration with HCA staff in Contractor's conduct of the services;
- **3.1.3** Conformance with HCA directions regarding the delivery of the services;

- **3.1.4** Timely, accurate, and informed communications;
- **3.1.5** Regular completion and updating of project plans, reports, documentation, and communications;
- **3.1.6** Attendance at all required and necessary meetings;
- **3.1.7** Provision of high-quality services; and
- 3.1.8 Ensure services and activities provided by the Contractor or subcontractors are designed and delivered in a culturally competent manner that addresses health disparities with the goal of achieving health equity. Prior to payment of invoices, HCA will review and evaluate the performance of Contractor in accordance with Contract and these performance expectations and may withhold payment if expectations are not met or Contractor's performance is unsatisfactory.

#### **3.2 TERM**

- **3.2.1** The initial term of the Contract will commence on July 1, 2023, and continue through June 30, 2025, unless terminated sooner as provided herein.
- 3.2.2 This Contract may be extended by mutually agreed amendment in whatever time increments HCA deems appropriate. No change in terms and conditions will be permitted during these extensions unless specifically agreed to in writing.
- 3.2.3 Work performed without a contract or amendment signed by the authorized representatives of both parties will be at the sole risk of the Contractor. HCA will not pay any costs incurred before a contract or any subsequent amendment(s) is fully executed.

#### 3.3 COMPENSATION AND BILLING

- **3.3.1** Compensation and Source of Funds
  - A. Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of \$930,000.00, including any and all expenses, in accordance with the Awards and Revenues document.
  - B. Funding for any additional periods past the initial term are contingent on satisfactory completion of all Contract requirements and continued state and/or federal funding. Contractor may be required to submit an updated Action Plan/Service and Program Staffing and Budget to HCA in order to receive funding for additional terms.
  - C. Funding that supports this Contract comes from state and/or federal grant funds, HCA, and the Catalog of Federal Domestic Assistance (CFDA) as listed within the FSI table. Any state or federal funds obligated under this

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- Contract which are not expended according to the timeline on the Awards and Revenues may not be used or carried forward to any other Contract or time period.
- D. Subrecipients shall only use federal award funds under this Contract to supplement existing funds and will not use them to replace (supplant) nonfederal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- **3.3.2** Awards and Revenues (A&Rs) and Federal Subaward Identification (FSI) Document Incorporated by Reference
  - A. HCA has identified a maximum level of consideration for this Contract, which may include one or more funding sources. The Parties agree that the administrative burden of amending the Contract when funding sources and/or amounts change (other than the maximum level of consideration) is substantial. The Parties further agree that all Awards and Revenues (A&Rs) and Federal Subaward Identification (FSI) documents that are issued after the execution of the Contract are hereby fully incorporated by reference into this Contract.
  - B. The A&R/FSI document will identify the most current: task order contact, sources of funds available; amount available for expenditure by Task Order; and federal subaward identification of funding by source with the FFATA 2 CFR Chapter 1, Part 170 Reporting Sub-Award and Executive Compensation Information.
  - C. The A&R/FSI Documents will identify funding assigned to each Task Order up to the total maximum consideration. The process for exchange and incorporation of these forms must adhere to the process below:
    - i) HCA will provide to Contractor an updated A&R/FSI Document at least one (1) time per state fiscal year, but may provide updated forms more than one (1) time per state fiscal year.
    - ii) HCA will send forms via email to the Task Order Contract Manager identified on each A&R/FSI document.
    - iii) Contractor must acknowledge receipt of updated forms via email within ten (10) business days.
    - iv) If acknowledgment of receipt of updated forms is not received within ten (10) business days, the HCA Contract Manager will follow up with Contractor until acknowledgement of receipt is received. Contractor's failure to respond with acknowledgement within thirty (30) calendar days may result in loss of funds, unapproved invoices, or delays in payment.

- D. Contractor's failure to adhere to the process described above will result in non-incorporation of the A&R/FSI Document in question. In such event, the most recent A&R/FSI Document will remain as the active amount and source of funds supporting the maximum consideration.
- **3.3.3** HCA reserves the right to reduce the funds awarded in the Contract if the Contractor expenditures are below 60% of expected levels during each fiscal quarter. HCA will review the expenditures quarterly.

#### 3.3.4 Reimbursements

- A. HCA shall reimburse the Contractor only for actual incurred and allowable costs for the services identified in this Contract and in accordance with the Substance Use Disorder Prevention and Mental Health Promotion Services Billing Guide.
- B. Contractor shall not bill and HCA shall not pay for services performed under this Contract, if Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.
- C. Reimbursement requests will not be approved for payment until Contractor is current with all reporting requirements contained in this Contract.
- D. HCA shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.
- E. Federal Discretionary Grant and State funds may not be carried forward from year to year, based upon their respective fiscal year noted on the Awards and Revenues.
- F. Reimbursement will only be made in accordance with Awards and Revenue in effect at the time the services were rendered.

#### 3.3.5 Food Costs.

- A. Food costs are generally unallowable during program implementation except within the following parameters:
  - i) Light refreshment costs for training events and meetings lasting lasting two (2) hours or more in duration are allowable. Contractor will ensure that light refreshment costs do not exceed \$3.00 per person, and Contractor will be responsible for all costs over that amount.
  - i) Meals are not allowable costs with discretionary grant funds.
  - ii) Meals may be provided for participant with state and block grant funds only if:
    - a) The training is four (4) hours or more in duration; or
    - b) The program is a recurring, direct service in the family domain, lasting two (2) hours or more in duration and must be approved in the action plan and budget.

- iii) Contractor shall adhere to current state per-diem rates for meals accessible at www.ofm.wa.gov/policy/10.90.htm.
- iv) No more than a total of \$1,500 may be spent on food or light refreshments per CPWI Site and/or CBO contract per year.

#### **3.3.6** State and federal Funding Requirements

The Contractor shall comply with the following:

- A. Comply with all applicable provisions of the Notice of Awards for the discretionary and block grants, and any other federal grants noted on the Awards and Revenues;
- B. Comply with RCW 69.50.540 Dedicated Cannabis Account Appropriations;
- C. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by CFDA title and number, award number and year, name of the federal agency, and name of the pass-through entity;
- D. Maintain internal controls that provide reasonable assurance that the Subrecipient is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
- E. Contractor shall ensure that Charitable Choice Requirements of 42 CFR Part 54 are followed and that Faith-Based Organizations (FBO) are provided opportunities to compete with traditional alcohol/drug use disorder prevention providers for funding;
- F. If Contractor subcontracts with FBOs, Contractor shall require the FBO to meet the requirements of 42 CFR Part 54 as follows:
  - i) Applicants/recipients for/of services shall be provided with a choice of prevention providers.
  - ii) The FBO shall facilitate a referral to an alternative provider within a reasonable time frame when requested by the recipient of services.
  - iii) The FBO shall report to the Contractor all referrals made to alternative providers.
  - iv) The FBO shall provide recipients with a notice of their rights.
  - v) The FBO provides recipients with a summary of services that includes any inherently religious activities. Prepare appropriate financial statements, including a schedule of expenditures of federal awards.
  - vi) Funds received from the federal block grant must be segregated in a manner consistent with federal regulations.
- G. No funds may be expended for religious activities.

#### **3.3.7** Single Source Funding.

- A. Contractor shall comply with the Single Source Funding requirements of stating that a Contractor can use only one (1) source of funds at any given time. Contractors are responsible to ensure all subcontractors also comply with single source funding requirements.
- B. Each cost reimbursement Prevention service provided must be billed only one (1) time through the source selected for funding this expense. At no time may the same expense be billed through more than one (1) funding source

#### 3.4 INVOICE AND PAYMENT

- 3.4.1 In order to receive payment for services or products provided to a state agency, Contractor must register with the Statewide Payee Desk at <a href="https://ofm.wa.gov/itsystems/statewide-vendorpayee-services/receiving-payment-state">https://ofm.wa.gov/itsystems/statewide-vendorpayee-services/receiving-payment-state</a>.
- 3.4.2 Invoices must describe and document to the HCA Contract Manager's satisfaction a description of the work performed, the progress of the project, and fees. If expenses are invoiced, invoices must provide a detailed breakdown of each type. All fund sources are to be billed for separately as outlined on the A-19 Invoice Voucher. All invoices and deliverables will be approved by the HCA Contract Manager, or designee, prior to payment. Approval will not be unreasonably withheld or delayed.
- 3.4.3 Invoices must be submitted to <a href="A-19DBHR@hca.wa.gov">A-19DBHR@hca.wa.gov</a> with the HCA Contract number in the subject line of the email. The Contractor shall ensure all expenditures for services and activities under the Contract are submitted on the A-19 invoice and have the associated appropriate prevention activity data entry.
  - A. The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by HCA. Consideration for services rendered shall be payable upon receipt of properly completed invoices.
  - B. Contractor must include the contract number in the subject line of the email, followed by the Prevention System Naming Convention and cc the Contract Manager or designee when submitting the invoice. Contractor may bill for cost reimbursement for month of service if appropriate prevention activity data is completed.
  - C. Invoices shall not be submitted by the Contractor more often than monthly unless otherwise specified.
- **3.4.4** HCA will return incorrect or incomplete invoices for correction and reissue.
- 3.4.5 HCA will deny incorrect or incomplete invoices to the Contractor for correction and reissue. The Contract Number must appear on all invoices, bills of lading, packages, and correspondence relating to this Contract.

- 3.4.6 The Contractor must submit invoices for costs due and payable under this contract within forty-five (45) calendar days of the date services were provided or within forty-five (45) calendar days after the Contract expiration date or funding source(s) end date, whichever comes first.
- 3.4.7 HCA is under no obligation to pay any claims that are submitted forty-six (46) or more calendar days after the funding source(s) end date ("Belated Claims"). HCA will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.
- **3.4.8** Any supplemental billings must be received within thirty (30) calendar days of the billing due date to be considered for payment. No supplemental billings will be accepted after forty-five calendar (45) days of a funding source end date.
- 3.4.9 Payment shall be considered timely if made by HCA within thirty (30) business days after receipt and acceptance by HCA of the properly completed invoices. HCA may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.
- 3.4.10 Upon expiration, suspension, or termination of the Contract, invoices for work performed or allowable expenses incurred after the start of the Contract and prior to the date of expiration, suspension, or termination must be submitted by the Contractor within forty-five (45) calendar days. HCA is under no obligation to pay invoices submitted forty-six (46) or more calendar days after the Contract expiration, suspension, or termination date ("Belated Claims"). HCA will pay Belated Claims at its sole discretion.
- **3.4.11** Administrative/indirect costs shall be billed separately from direct prevention services as indicated on the A-19 invoice.
  - A. Administrative/indirect costs are defined in Section 1. Definitions.
  - B. The Contractor shall use no more than ten percent (10%) of each fund source allocation for administrative/indirect costs.
  - C. Contractor may bill up to 10% of total costs to admin/indirect by fund source as specified on the A&R however the following also applies:
    - i) Admin/indirect costs must be billed in proportion to direct expenses.
       Admin/indirect should be charged using the following formula: Direct costs
       / (1 allowed admin/indirect rate) = Total costs; Total costs Direct costs = Admin/indirect costs.
    - ii) Administrative/indirect costs are to be reconciled at the end of each fund source time period to ensure adherence.
    - iii) Contractor may use less than 10% of the Admin/Indirect allocations provided. If the Contractor chooses to use less than 10% for

Admin/Indirect costs, Contractor shall use any funds remaining of the 10% for direct program implementation costs. Contractor shall indicate adjusted percentage budgeted for Admin/Indirect and direct program costs on Action Plan budget/Service and Program Staffing Plan and Budget for HCA review and approval.

#### 3.5 CONTRACTOR AND HCA CONTRACT MANAGERS

- **3.5.1** The Contract Manager for each of the parties, named on the Cover Page of this Contract, is responsible for, and will be the contact person for, nonformal communications regarding the performance of this Contract.
  - A. Management of individual Task Orders is the responsibility of the Contract Managers identified within the A&R/FSI document.
  - B. Should an issue arise, which cannot be resolved by the Contract Managers identified in the A&R/FSI document, the Contract Managers named on the Cover Page of this Contract may be contacted to assist.
- 3.5.2 HCA's Contract Manager is responsible for monitoring the Contractor's performance and will be the contact person for all communications regarding contract performance and deliverables. The HCA Contract Manager has the authority to accept or reject the services provided and must approve Contractor's invoices prior to payment.
- **3.5.3** Either party must notify the other party within thirty (30) calendar days of the change of Contract Managers. Changes may be provided by email to the other party's Contract Manager.

#### 3.6 LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law is effective only if it is in writing and signed by the applicable party, properly addressed, and delivered in person, via email, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested, to the parties at the addresses provided in this section.

**3.6.1** In the case of notice to the Contractor:

John J Caulfield 6000 Main St SW Lakewood, WA 98499 jcaulfield@cityoflakewood.us

**3.6.2** In the case of notice to HCA:

Attention: Contracts Administrator
Health Care Authority
Division of Legal Services
Post Office Box 42702
Olympia, WA 98504-2702
contracts@hca.wa.gov

- **3.6.3** Notices are effective upon receipt or four (4) Business Days after mailing, whichever is earlier.
- **3.6.4** The notice address and information provided above may be changed by written notice of the change given as provided above.

#### 3.7 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE

Each of the documents listed below is by this reference incorporated into this Contract. In the event of an inconsistency, the inconsistency will be resolved in the following order of precedence:

- **3.7.1** Applicable federal statutes and regulations
- 3.7.2 The federal statute authorizing the grant program and any other federal statutes directly affecting performance of the award, including the federal Funding Accountability and Transparency Act (FFATA), as applicable)
- **3.7.3** Federal policy and program requirements
- **3.7.4** Applicable State of Washington statutes and regulations
- **3.7.5** State policy and program requirements
- **3.7.6** Attachment 4, Data Sharing Terms (including the Washington OCIO Security Standard 141.10)
- 3.7.7 Recitals;
- **3.7.8** Special Terms and Conditions;
- **3.7.9** General Terms and Conditions;
- **3.7.10** Attachment 5: Federal Compliance, Certifications and Assurances;
- 3.7.11 Attachments 1, 2, and 3: Task Orders;
- **3.7.12** Awards and Revenues and Federal Reporting Subrecipient Tables incorporated by reference;

**3.7.13** Any other provision, term or material incorporated herein by reference or otherwise incorporated.

#### 3.8 INSURANCE

Contractor must provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract. Contractor must provide insurance coverage that is maintained in full force and effect during the term of this Contract, as follows:

- 3.8.1 Commercial General Liability Insurance Policy Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1 million per occurrence/\$2 million general aggregate. Additionally, Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of Subcontracts.
- 3.8.2 Business Automobile Liability. In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned, hired, or non-owned by the Contractor, automobile liability insurance is required covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
- **3.8.3** Professional Liability Errors and Omissions Provide a policy with coverage of not less than \$1 million per claim/\$2 million general aggregate.
- **3.8.4** Industrial Insurance Coverage

Prior to performing work under this Contract, Contractor must provide or purchase industrial insurance coverage for the Contractor's employees, as may be required of an "employer" as defined in Title 51 RCW and must maintain full compliance with Title 51 RCW during the course of this Contract.

3.8.5 The insurance required must be issued by an insurance company/ies authorized to do business within the state of Washington, and must name HCA and the state of Washington, its agents and employees as additional insureds under any Commercial General and/or Business Automobile Liability policy/ies. All policies must be primary to any other valid and collectable insurance. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, Contractor must provide written notice of such to HCA within one (1) Business Day of Contractor's receipt of such notice.

- Failure to buy and maintain the required insurance may, at HCA's sole option, result in this Contract's termination.
- 3.8.6 Upon request, Contractor must submit to HCA a certificate of insurance that outlines the coverage and limits defined in the Insurance section. If a certificate of insurance is requested, Contractor must submit renewal certificates as appropriate during the term of the contract.
- 3.8.7 If Contractor is self-insured, the Receiving Party certifies that it is self-insured, is a member of a risk pool, or maintains the types and amounts of insurance identified above and will provide certificates of insurance to that effect to HCA upon request.

#### 3.9 PROMOTION AND PREVENTION SERVICES REQUIREMENTS

#### 3.9.1 Media Materials

- A. HCA must be cited as the funding source in news releases, publications, and advertising messages created with HCA funding. The funding source shall be cited as: Washington State Health Care Authority. The HCA logo may also be used in place of the above citation.
- B. Media materials and publications developed with HCA funds, including messaging specifically directed to youth, shall be submitted to the Contract Manager or designee for approval prior to publication. HCA will respond within five (5) business days.
- C. Exceptions: Contractor does not need to submit the following items to Contract Manager or designee:
  - i) Newsletters and fact sheets.
  - ii) News coverage resulting from interviews with reporters. This includes online news coverage.
  - iii) Newspaper editorials or letters to the editor.
  - iv) Posts on Facebook, YouTube, Tumblr, Twitter, Instagram, Snapchat and other social media sites.
  - v) When a statewide media message is developed by HCA, is localized, and if the only change is the local CBO/coalition information and funding source acknowledgment from CBO, coalition or public health entities.
  - vi) When a national prevention media campaign is developed by SAMHSA, is localized, and if the only change is the local CBO/coalition information and funding source acknowledgement from CBO, coalition or public health entities.
- **3.9.2** Secure Prescription Take-Back and Lock Box project.

Contractors who implement a Secure Prescription Take-Back and/or Lock Box project must ensure the following additional requirements:

- A. The Secure Prescription Take-Back and/or Lock Box project must align with the community needs assessment and will increase local capacity to address prescription drug misuse and abuse by reducing social availability of prescriptions in the community.
- B. Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the Secure Prescription Take-Back and/or Lock Box project as set forth below:
  - i) Enhance community capacity to practice safe disposal of medications by promoting permanent secure drop box in the location where community readiness has been established. (Installation and disposal must follow all DEA rules and all federal and state laws and regulations.)
  - ii) Collaborate with community partners to maintain and/or enhance policies and procedures necessary to maintain a permanent secure medicine takeback drop box.
  - iii) Overtime wages for law enforcement officers and staff as outlined in strategic plan and outside of normal duties and other real costs (including mileage reimbursement) associated with transporting and properly disposing of collected medicines at Environmental Protection Agency (EPA) approved locations may be permitted depending upon source of funds and must be approved by the Contract Manager in advance.
  - iv) Create, utilize and disseminate public education information materials to increase awareness of the secure medicine take-back project, local treatment resources, naloxone information and medical response (Good Samaritan law) cards.
  - v) Disseminate public information including information on local treatment resources, naloxone information and medical response cards and posters. (Print ready materials are available online at <a href="https://www.stopoverdose.org">www.stopoverdose.org</a>).
  - vi) Utilize publications already available through HCA/DBHR and other websites. (i.e., SAMHSA Opioid Overdose Toolkit, and downloadable/printable materials on <a href="https://www.stopoverdose.org">www.stopoverdose.org</a> and <a href="https://wwww.stopoverdose.org">www.stopove
  - vii) Submit locally-developed educational and informational materials to HCA/DBHR for approval at least ten (10) business days prior to publication.

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viii) Prior to purchasing home medication lock boxes or bags Contractor will submit to HCA/DBHR in writing a plan for the purchase and distribution of home medication storage device including the cost and source of the home storage devices, the number of devices to be purchased, a clear plan for distribution, and method for tracking the use of the devices. Contractor must also demonstrate how the distributed home medication devices will be altered (by engraving, indelible ink, or other means) to have no cash value.

ix) Contractor is required to maintain records of pre and post surveys for lock box distribution and record in Minerva upon request from HCA/DBHR.

## 3.10 BACKGROUND CHECKS

- 3.10.1 The Contactor must have criminal background check policies and procedures to include but not limited to ensuring background checks are completed per 3.10.2, how results of background checks are reviewed and considered, and procedures for ensuring forms are stored in secure area.
- **3.10.2** The Contactor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, or volunteers who have unsupervised access to children, adolescents, vulnerable adults, and persons who have developmental disabilities.
- **3.10.3** At the request of HCA, Contractor must provide policies and procedures and verification of completed background checks.

## 3.11 SERVICES AND ACTIVITIES TO DIVERSE POPULATIONS

- **3.11.1** Contractor shall ensure all services and activities provided by Contractor or subcontractor under this Contract shall be designed and delivered in a manner sensitive to the needs of all diverse populations.
- **3.11.2** Contractor shall initiate actions to ensure or improve access, retention, and cultural relevance of prevention or other appropriate services, diverse populations in need of prevention services as identified in their needs assessment.
- **3.11.3** Contractor shall take the initiative to strengthen working relationships with other agencies serving these populations. Contractor shall require its subcontractors to adhere to these requirements.

## 3.12 CONTINUING EDUCATION

3.12.1 Contractor shall ensure that continuing education is provided for employees of any entity providing prevention activities in accordance with 42 U.S.C. § 300x-28(b) and 45 C.F.R. § 96.132(b).

## 3.13 SINGLE SOURCE FUNDING

3.13.1 Contractor must adhere to Single Source Funding, which means Contractor can use only one (1) source of funds at any given time for the same expense.
Contractor also must ensure that subcontractors adhere to Single Source Funding.

**3.13.2** Each cost reimbursement service provided must be billed only one (1) time through the source selected for funding this expense. At no time may the same expense be billed through more than one (1) funding source

#### 3.14 CONTRACTOR MONITORING

HCA will monitor the performance of the Contractor against goals and performance standards as stated in Task Orders 1, 2, and 3 attached to this Contract. Substandard performance as determined by HCA will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by HCA, suspension or termination procedures will be initiated.

# 3.14.1 Monitoring Activities

The Contractor is required to meet or exceed the monitoring activities, as outlined below. Compliance will be monitored throughout the performance period to assess risk. Concern will be addressed through a Corrective Action Plan (CAP). Monitoring activities may include, but are not limited to:

- A. Review of financial and performance reports;
- B. Monitoring and documenting the completion of Contract deliverables;
- C. Documentation of phone calls, meetings (e.g. agendas, sign-in sheets, meeting minutes), e-mails and correspondence;
- D. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Contract work plan, budget and federal requirements;
- E. Observation and documentation of Contract-related activities, such as trainings and events;
- F. On-site visits or desk audits to review records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.

# 3.14.2 Remedial Action

HCA may initiate remedial action if HCA determines any of the following situations exists:

- A. A problem exists that negatively impacts individuals receiving services under this Contract;
- B. The Contractor has failed to perform any of the requirements or services required under this Contract;
- C. The Contractor has failed to develop, produce, and/or deliver to HCA any of the statements, reports, data, data corrections, accountings, claims, and/or documentation required under this Contracts;
- D. The Contractor has failed to perform any administrative functions required under this Contract, where administrative function is defined as any obligation other than the actual provision of behavioral health services;
- E. The Contractor has failed to implement corrective action required by HCA within prescribed timeframes.

#### **3.14.3** Corrective Action Plans

HCA may require the Contractor to develop a Corrective Action Plan (CAP), which must be submitted for approval to HCA within fifteen (15) calendar days of notification unless otherwise specified. CAPs may require modification to any policies or procedures by the Contractor relating to fulfillment of its obligations pursuant to this Contract. HCA, at its sole discretion, may extend or reduce the time allowed for corrective action depending upon the nature of the situation.

## A. CAPs must at a minimum include:

- i) A brief description of the finding(s), including all relevant information specific to the issue(s);
- ii) Specific actions taken and to be taken by the Contractor, including a timetable and a description of the monitoring to be performed.
- B. CAPs are subject to approval by HCA. HCA may:
  - i) Accept the plan as submitted;
  - ii) Accept the plan with specified modifications;
  - iii) Request a modified plan;
  - iv) Reject the plan.

# **3.14.4** Extension to Deliverables

- A. The Contractor must request <u>prior</u> written approval from the HCA Contract Manager to waive or extend a due date identified in Task Order 1, 2, or 3 attached to this Contract, once approved, submit those deliverables and the associated costs on the next scheduled reimbursement due date.
- B. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements,

- and the terms and conditions of the Contract and may increase required monitoring activities.
- C. Any request for a waiver or extension of a due date identified in any Task Order will be treated as a request for an Amendment of the Contract. This request must be submitted to the HCA Contract Manager sufficiently in advance of the due date to provide adequate time for HCA to review and consideration and may be granted or denied within HCA's sole discretion.

#### 3.15 SUBCONTRACTING

The Contractor is responsible to ensure that terms and conditions of this contract are met when subcontracting for services. At HCA's request, Contractor shall provide documentation of any or all subcontractor related documentation including but not limited to subcontracts and subcontractor monitoring.

# 3.15.1 Subcontract Review and Approval

- A. The Contractor shall obtain prior approval from HCA before entering into any subcontracting arrangement.
- B. In addition, the Contractor shall submit to HCA's Contract Manager at least one of the following for review within thirty (30) business days of the intended start date of the subcontract:
  - i) Copy of the proposed subcontract;
  - ii) Copy of the Contractor's standard contract template; or
  - iii) Certify in writing that the subcontractor meets all requirements under the Contract and that the subcontract contains all required language under the Contract, including any data security, confidentiality and/or Business Associate language, as appropriate.

# **3.15.2** Subcontract Language

It is the Contractor's sole responsibility to ensure that its subcontractors performing services under this Contract are meeting the requirements below and as otherwise outlined in this Contract when providing services to patients, clients, or persons seeking assistance, which include but are not limited to:

- A. Subcontractor's identifying information, including UEI number and Zip code +4 of subcontractor.
- B. Applicable definitions.
- C. Identification of purpose and term of subcontract

- D. Federal and state laws as applicable:
  - This includes, but is not limited to, 45 C.F.R. Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements, if applicable to the subcontractor.
- E. Subrecipient requirements as applicable.
- F. Identification of funding sources and associated funding requirements.
- G. Determination of eligible clients.
- H. Compensation and billing arrangement in compliance with this Contract and the Substance Use Disorder Prevention and Mental Health Promotion Services Billing Guide (see definitions for more information).
- I. Termination and contract closeout language as applicable to include:
  - That termination of a subcontract shall not be grounds for a fair hearing for the service applicant or a grievance for the recipient if similar services are immediately available in the county; and
  - ii) What actions the Subrecipient will take in the event of a termination of a subcontractor to ensure all prevention data on services provided have been entered into Minerva and/or SAPISP data reporting system
- J. How service recipients will be informed of their right to a grievance in the case of:
  - i) Denial or termination of service; or
  - ii) Failure to act upon a request for services with reasonable promptness.
- K. Statement of work and/or identification of deliverables and plan for monitoring.
- L. Identification of data entry into Minerva and/or SAPISP data reporting system, as applicable.
- M. Authorization for Contractor to conduct an inspection of any and all subcontractor facilities where services are performed, including for contract monitoring activities:
  - i) Requirement that subcontractors will perform background checks on its employees and independent contractors used to perform the services.
- N. FBO requirements, if applicable.
- O. Insurance requirements.
- P. Debarment and suspension certification.
- Q. Protection of confidential Information and restrictions on the providing and sharing of data.

- R. Federal compliance, certifications, and assurances as applicable.
- S. SAMHSA award terms as applicable; and
- T. Identifying unallowable uses of federal funds if applicable.

## **3.15.3** On-Site Monitoring

The Contractor shall:

- A. Conduct a subcontractor review which shall include at least one (1) on-site visit, annually, to each subcontractor site providing services to monitor fiscal and programmatic compliance with subcontract performance criteria for the purpose of documenting that the subcontractors are fulfilling the requirements of the subcontract unless otherwise specified.
- B. Submit written documentation of each on-site visit within thirty (30) calendar days upon completion to HCA's Contract Manager or designee. A copy of the full report shall be kept on file by the Contractor.

## **3.15.4** Service Data Monitoring

Contractor shall ensure that Subcontractors have entered services funded under this Contract in Minerva and/or SAPISP data reporting system.

- A. Ensure accurate and unduplicated reporting. Contractor may not require Subcontractor to enter duplicate prevention service data that is entered into SAPISP data reporting system.
- B. Ensure proper training of staff and designated back-up staff for Minerva and/or SAPISP reporting systems data entry to meet report due dates.

## **3.15.5** Additional Monitoring Activities

The Contractor shall maintain records of additional monitoring activities in the Contractor's subcontractor file and make them available to HCA upon request including any audit and any independent documentation.

# 3.16 CONTRACT CLOSEOUT

- **3.16.1** Upon termination or lapse of this Contract in whole or in part for any reason, including completion of the project, the following provisions may apply:
  - A. Upon written request by Contractor, HCA may make or arrange for payments to Contractor of allowable reimbursable costs not covered by previous payments.
  - B. Disposition of program assets (including the return and/or transfer of all unused materials, equipment, unspent cash advances, and program income

- balances) to include creating an inventory list of all property purchased or furnished by HCA for use by Contractor during performance of this Contract.
- C. Contractor shall submit within thirty (30) calendar days after the date of expiration of this Contract, all financial, performance and other reports required by this Contract, and in addition, will cooperate in a program audit by HCA or its designee as requested; and
- D. Closeout of funds will not occur unless all requirements of the Contract's associated state and federal funds are met and all outstanding issues with Contractor have been resolved to the satisfaction of HCA.
- 3.16.2 Contractor's obligation to HCA shall not end until all closeout requirements are completed. Notwithstanding the foregoing, the terms of this Contract shall remain in effect during any period that Contractor has control of the Contract's associated state and federal funds, including program income.

# 3.17 FEES/LICENSES

Contractor shall pay for and maintain in a current status any license fees, assessments, permit changes, or similar charges which are necessary for Contract performance. It is the Contractor's sole responsibility to monitor and determine any changes of the enactment of any subsequent regulations for said fees, assessments or charges and to immediately comply with said changes or regulations during the entire term of this Contract.

# 3.18 ANTITRUST ASSIGNMENT

The Contractor hereby assigns to the State of Washington any and all of its claims for price fixing or overcharges which arise under the antitrust laws of the United States, or the antitrust laws of the State of Washington, relating to the goods, products or services obtained under this Contract.

# 3.19 FRAUD AND ABUSE REQUIREMENTS

- 3.19.1 The Contractor shall report in writing all verified cases of fraud and abuse, including fraud and abuse by the Contractor's employees and/or subcontractors, within five (5) business days, to the HCA Contract Manager. The report shall include the following information:
  - A. Subject(s) of complaint by name and either provider/subcontractor type or employee position;
  - B. Source of complaint by name and provider/subcontractor type or employee position;
  - C. Nature of compliant;
  - D. Estimate of the amount of funds involved; and
  - E. Legal and administrative disposition of case.

## 3.20 HEALTH AND SAFETY

Contractor shall perform any and all of its obligations under this Contract in a manner that does not compromise the health and safety of any HCA client with whom the Contractor has contact.

# 4. GENERAL TERMS AND CONDITIONS

# 4.1 ACCESS TO DATA

In compliance with RCW 39.26.180(2) and federal rules, the Contractor must provide access to any data generated under this Contract to HCA, the Joint Legislative Audit and Review Committee, the State Auditor, and any other state or federal officials so authorized by law, rule, regulation, or agreement. Contractor shall provide the data at no additional cost to HCA or the recipient. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

## 4.2 ACCESSIBILITY

- 4.2.1 REQUIREMENTS AND STANDARDS. Each Information and Communication Technology (ICT) product or service furnished under this Contract shall be accessible to and usable by individuals with disabilities in accordance with the Americans with Disabilities Act (ADA) and other applicable federal and state laws and policies, including OCIO Policy 188, et seq. For purposes of this clause, Contractor shall be considered in compliance with the ADA and other applicable federal and state laws if it satisfies the requirements (including exceptions) specified in the regulations implementing Section 508 of the Rehabilitation Act, including the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Success Criteria and Conformance Requirements (2008), which are incorporated by reference, and the functional performance criteria.
- **4.2.2** DOCUMENTATION. Contractor shall maintain and retain, subject to review by HCA, full documentation of the measures taken to ensure compliance with the applicable requirements and functional performance criteria, including records of any testing or simulations conducted.
- 4.2.3 REMEDIATION. If Contractor claims that its products or services satisfy the applicable requirements and standards specified in Section 4.2.1 and it is later determined by HCA that any furnished product or service is not in compliance with such requirements and standards, HCA will promptly inform Contractor in writing of noncompliance. Contractor shall, at no additional cost to HCA, repair or replace the non-compliant products or services within the period specified by HCA. If the repair or replacement is not completed within the specified time, HCA may cancel the Contract, delivery, task order, or work order, or purchase line item without termination liabilities or have any necessary changes made or

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- repairs performed by employees of HCA or by another contractor, and Contractor shall reimburse HCA for any expenses incurred thereby.
- 4.2.4 DEFINITION. Information and Communication Technology (ICT) means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples include computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; websites; videos; and electronic documents.
- **4.2.5** INDEMNIFICATION. Contractor agrees to indemnify and hold harmless HCA from any claim arising out of failure to comply with the aforesaid requirements.

# 4.3 ADVANCE PAYMENT PROHIBITED

HCA shall not make any advance payment for services furnished by the Contractor pursuant to this Contract.

#### 4.4 AMENDMENTS

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

## 4.5 ASSIGNMENT

- 4.5.1 Contractor may not assign or transfer all or any portion of this Contract or any of its rights hereunder, or delegate any of its duties hereunder, except delegations as set forth in Section 4.35, *Subcontracting*, without the prior written consent of HCA. Any permitted assignment will not operate to relieve Contractor of any of its duties and obligations hereunder, nor will such assignment affect any remedies available to HCA that may arise from any breach of the provisions of this Contract or warranties made herein, including but not limited to, rights of setoff. Any attempted assignment, transfer or delegation in contravention of this Subsection 4.5.1 of the Contract will be null and void.
- **4.5.2** HCA may assign this Contract to any public agency, commission, board, or the like, within the political boundaries of the State of Washington, with written notice of thirty (30) calendar days to Contractor.
- **4.5.3** This Contract will inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

## 4.6 ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the terms of this Contract, each party agrees to bear its own attorneys' fees and costs.

#### 4.7 CHANGE IN STATUS

In the event of any substantive change in its legal status, organizational structure, or fiscal reporting responsibility, Contractor will notify HCA of the change. Contractor must provide notice as soon as practicable, but no later than thirty (30) calendar days after such a change takes effect.

## 4.8 CONFLICT OF INTEREST

Contractor represents and warrants that it has not undertaken and will not undertake any work with third parties that will conflict with the work Contractor is performing for HCA under this Contract. In case of doubt, before commencing such activities, Contractor shall review areas of possible conflict with HCA and obtain HCA's approval prior to commencing such activities.

## 4.9 CONFORMANCE

If any provision of this Contract is in conflict with or 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.

## 4.10 COVERED INFORMATION PROTECTION

- 4.10.1 Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of HCA Proprietary Information or Confidential Information. For the purposes of this section, HCA Proprietary Information and Confidential Information are together referred to as Covered Information.
- 4.10.2 Nondisclosure and Non-Use Obligations. In the event of Disclosure of Covered Information to Contractor by HCA, Contractor agrees to: (1) hold Covered Information in strictest confidence and to take all reasonable precautions to protect such Covered Information (including, without limitation, all precautions the Contractor employs with respect to its own confidential materials); (2) not disclose any such Covered Information or any other information derived therefrom to any third party; (3) not make use of Covered Information for any purpose other than the performance of this Contract; (4) release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract; and (5) not release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without HCA's express written consent or as provided by law.

- 4.10.3 Contractors that come into contact with Protected Health Information may be required to enter into a Business Associate Agreement with HCA in compliance with the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 13424, H.R. 1 (2009) (HITECH Act) (HIPAA), and applicable regulations.
- 4.10.4 HCA reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.
- **4.10.5** The obligations set forth in this Section will survive completion, cancellation, expiration, or termination of this Contract.

## 4.11 CONTRACTOR'S PROPRIETARY INFORMATION

Contractor acknowledges that HCA is subject to chapter 42.56 RCW, the Public Records Act, and that this Contract will be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by Contractor to be Proprietary Information must be clearly identified as such by Contractor. To the extent consistent with chapter 42.56 RCW, HCA will maintain the confidentiality of Contractor's information in its possession that is marked Proprietary. If a public disclosure request is made to view Contractor's Proprietary Information, HCA will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, HCA will release the requested information on the date specified.

# 4.12 COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. HCA will have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

### 4.13 DEBARMENT

By signing this Contract, Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Washington State or federal department or agency from participating in transactions (debarred). Contractor agrees to include the above requirement in any and all Subcontracts into which

it enters, and also agrees that it will not employ debarred individuals. Contractor must immediately notify HCA if, during the term of this Contract, Contractor becomes debarred. HCA may immediately terminate this Contract by providing Contractor written notice, if Contractor becomes debarred during the term hereof.

## 4.14 DISPUTES

The parties will use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve any dispute. When a genuine dispute arises between HCA and the Contractor regarding the terms of this Contract or the responsibilities imposed herein and it cannot be resolved between the parties' Contract Managers, either party may initiate the following dispute resolution process.

- 4.14.1 The initiating party will reduce its description of the dispute to writing and deliver it to the responding party (email acceptable). The responding party will respond in writing within five (5) Business Days (email acceptable). If the initiating party is not satisfied with the response of the responding party, then the initiating party may request that the HCA Director review the dispute. Any such request from the initiating party must be submitted in writing to the HCA Director within five (5) Business Days after receiving the response of the responding party. The HCA Director will have sole discretion in determining the procedural manner in which he or she will review the dispute. The HCA Director will inform the parties in writing within five (5) Business Days of the procedural manner in which he or she will review the dispute, including a timeframe in which he or she will issue a written decision.
- **4.14.2** A party's request for a dispute resolution must:
  - A. Be in writing;
  - B. Include a written description of the dispute;
  - C. State the relative positions of the parties and the remedy sought; and
  - D. State the Contract Number and the names and contact information for the parties.
- **4.14.3** This dispute resolution process constitutes the sole administrative remedy available under this Contract. The parties agree that this resolution process will precede any action in a judicial or quasi-judicial tribunal.

#### 4.15 ENTIRE AGREEMENT

HCA and Contractor agree that the Contract is the complete statement of the agreement between the parties relating to the subject matter of the Contract and supersedes all

letters of intent, oral or written, between the parties relating to the subject matter of the Contract, except as provided in Section 4.44, *Warranties*.

#### 4.16 FORCE MAJEURE

A party will not be liable for any failure of or delay in the performance of this Contract for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

## 4.17 FUNDING WITHDRAWN, REDUCED, OR LIMITED

If HCA determines in its sole discretion that the funds it relied upon to establish this Contract have been withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding after the effective date of this contract but prior to the normal completion of this Contract, then HCA, at its sole discretion, may:

- **4.17.1** Terminate this Contract pursuant to Section 4.39.3, *Termination for Non-Allocation of Funds*;
- **4.17.2** Renegotiate the Contract under the revised funding conditions; or
- **4.17.3** Suspend Contractor's performance under the Contract upon five (5) Business Days' advance written notice to Contractor. HCA will use this option only when HCA determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this Contract.
  - A. During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
  - B. When HCA determines in its sole discretion that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to HCA informing HCA whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
  - C. If the Contractor's proposed resumption date is not acceptable to HCA and an acceptable date cannot be negotiated, HCA may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. HCA will be

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liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

#### 4.18 GOVERNING LAW

This Contract is governed in all respects by the laws of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder is exclusively in the Superior Court for the state of Washington, and the venue of any action hereunder is in the Superior Court for Thurston County, Washington. Nothing in this Contract will be construed as a waiver by HCA of the State's immunity under the 11th Amendment to the United States Constitution.

## 4.19 HCA NETWORK SECURITY

Contractor agrees not to attach any Contractor-supplied computers, peripherals or software to the HCA Network without prior written authorization from HCA's Chief Information Officer. Unauthorized access to HCA networks and systems is a violation of HCA Policy and constitutes computer trespass in the first degree pursuant to RCW 9A.52.110. Violation of any of these laws or policies could result in termination of the contract and other penalties.

Contractor will have access to the HCA visitor Wi-Fi Internet connection while on site.

## 4.20 INDEMNIFICATION

Contractor must defend, indemnify, and save HCA harmless from and against all claims, including reasonable attorneys' fees resulting from such claims and breach of confidentiality obligations as contained herein, arising from intentional or negligent acts or omissions of Contractor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents, in the performance of this Contract.

## 4.21 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of HCA. Contractor will not hold itself out as or claim to be an officer or employee of HCA or of the State of Washington by reason hereof, nor will Contractor make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with Contractor.

#### 4.22 LEGAL AND REGULATORY COMPLIANCE

**4.22.1** During the term of this Contract, Contractor must comply with all local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract and all other applicable federal, state and local laws, rules, and regulations.

- **4.22.2** While on the HCA premises, Contractor must comply with HCA operations and process standards and policies (e.g., ethics, Internet / email usage, data, network and building security, harassment, as applicable). HCA will make an electronic copy of all such policies available to Contractor.
- **4.22.3** Failure to comply with any provisions of this section may result in Contract termination.

## 4.23 LIMITATION OF AUTHORITY

Only the HCA Authorized Representative has the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Contract is not effective or binding unless made in writing and signed by the HCA Authorized Representative.

#### 4.24 NO THIRD-PARTY BENEFICIARIES

HCA and Contractor are the only parties to this contract. Nothing in this Contract gives or is intended to give any benefit of this Contract to any third parties.

# 4.25 NONDISCRIMINATION

During the performance of this Contract, the Contractor must comply with all federal and state nondiscrimination laws, regulations and policies, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12101 et seq., 28 C.F.R. Part 35; and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part under the Termination for Default sections, and Contractor may be declared ineligible for further contracts with HCA.

# 4.26 OVERPAYMENTS TO THE CONTRACTOR

In the event that overpayments or erroneous payments have been made to the Contractor under this Contract, HCA will provide written notice to Contractor and Contractor will refund the full amount to HCA within thirty (30) calendar days of the notice. If Contractor fails to make timely refund, HCA may charge Contractor one percent (1%) per month on the amount due, until paid in full. If the Contractor disagrees with HCA's actions under this section, then it may invoke the dispute resolution provisions of Section 4.14, *Disputes*.

# 4.27 PAY EQUITY

**4.27.1** Contractor represents and warrants that, as required by Washington state law 2023 (Engrossed Senate Bill 5187, Sec 919), during the term of this Contract, it agrees to equality among its workers by ensuring similarly employed individuals

are compensated as equals. For purposes of this provision, employees are similarly employed if (i) the individuals work for Contractor, (ii) the performance of the job requires comparable skill, effort, and responsibility, and (iii) the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.

- **4.27.2** Contractor may allow differentials in compensation for its workers based in good faith on any of the following: (i) a seniority system; (ii) a merit system; (iii) a system that measures earnings by quantity or quality of production; (iv) bona fide job-related factor(s); or (v) a bona fide regional difference in compensation levels.
- **4.27.3** "Bona fide job-related factor(s)" may include, but not be limited to, education, training, or experience, that is: (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) accounts for the entire differential.
- **4.27.4** A "bona fide regional difference in compensation level" must be (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) account for the entire differential.
- 4.27.5 Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) Days of HCA's request for such evidence, HCA may suspend or terminate this Contract.

# 4.28 PUBLICITY

- **4.28.1** The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's Services by HCA and must not be so construed by Contractor in any advertising or other publicity materials.
- 4.28.2 Contractor agrees to submit to HCA, all advertising, sales promotion, and other publicity materials relating to this Contract or any Service furnished by Contractor in which HCA's name is mentioned, language is used, or Internet links are provided from which the connection of HCA's name with Contractor's Services may, in HCA's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, marketing, sales promotion materials, publicity or the like through print, voice, the Web, and other communication media in existence or hereinafter developed without the express written consent of HCA prior to such use.

# 4.29 RECORDS AND DOCUMENT REVIEW

**4.29.1** The Contractor must maintain books, records, documents, magnetic media, receipts, invoices or other evidence relating to this Contract and the performance of the services rendered, along with accounting procedures and practices, all of

which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. At no additional cost, these records, including materials generated under this Contract, are subject at all reasonable times to inspection, review, or audit by HCA, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement [See 42 USC 1396a(a)(27)(B); 42 USC 1396a(a)(37)(B); 42 USC 1396a(a)(42(A); 42 C.F.R. 431, Subpart Q; and 42 C.F.R. 447.202].

- **4.29.2** The Contractor must retain such records for a period of six (6) years after the date of final payment under this Contract.
- **4.29.3** If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

## 4.30 REMEDIES NON-EXCLUSIVE

The remedies provided in this Contract are not exclusive but are in addition to all other remedies available under law.

## 4.31 RIGHT OF INSPECTION

The Contractor must provide right of access to its facilities to HCA, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

## 4.32 RIGHTS IN DATA/OWNERSHIP

- 4.32.1 HCA and Contractor agree that all data and work products produced pursuant to this Contract (collectively "Work Product") will be considered a "work made for hire" as defined under the U.S. Copyright Act of 1976 and Title 17 U.S.C. §101 et seq, and will be owned by HCA. Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.
- **4.32.2** If for any reason the Work Product would not be considered a "work made for hire" under applicable law, Contractor assigns and transfers to HCA, the entire right, title and interest in and to all rights in the Work Product and any

- registrations and copyright applications relating thereto and any renewals and extensions thereof.
- **4.32.3** Contractor will execute all documents and perform such other proper acts as HCA may deem necessary to secure for HCA the rights pursuant to this section.
- 4.32.4 Contractor will not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership of any Work Product, without the prior written permission of HCA. Contractor will take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors will not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.
- 4.32.5 Material that is delivered under this Contract, but that does not originate therefrom ("Preexisting Material"), must be transferred to HCA with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so. Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. HCA will have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Contractor.
- 4.32.6 Contractor must identify all Preexisting Material when it is delivered under this Contract and must advise HCA of any and all known or potential infringements of publicity, privacy or of intellectual property affecting any Preexisting Material at the time of delivery of such Preexisting Material. Contractor must provide HCA with prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Contractor with respect to any Preexisting Material delivered under this Contract.

#### 4.33 SEVERABILITY

If any provision of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity will not affect the other provisions or applications of this Contract that can be given effect without the invalid provision, and to this end the provisions or application of this Contract are declared severable.

# 4.34 SITE SECURITY

While on HCA premises, Contractor, its agents, employees, or Subcontractors must conform in all respects with physical, fire or other security policies or regulations. Failure to comply with these regulations may be grounds for revoking or suspending security access to these facilities. HCA reserves the right and authority to immediately revoke security access to Contractor staff for any real or threatened breach of this provision. Upon reassignment or termination of any Contractor staff, Contractor agrees to promptly notify HCA.

## 4.35 SUBCONTRACTING

- 4.35.1 Neither Contractor, nor any Subcontractors, may enter into Subcontracts for any of the work contemplated under this Contract without prior written approval of HCA. HCA has sole discretion to determine whether or not to approve any such Subcontract. In no event will the existence of the Subcontract operate to release or reduce the liability of Contractor to HCA for any breach in the performance of Contractor's duties.
- **4.35.2** Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are included in any Subcontracts.
- 4.35.3 If at any time during the progress of the work HCA determines in its sole judgment that any Subcontractor is incompetent or undesirable, HCA will notify Contractor, and Contractor must take immediate steps to terminate the Subcontractor's involvement in the work.
- **4.35.4** The rejection or approval by the HCA of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to HCA.
- **4.35.5** HCA has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

## 4.36 SUBRECIPIENT

#### **4.36.1** General

If the Contractor is a subrecipient (as defined in 45 C.F.R. § 75.2 and 2 C.F.R. § 200.93) of federal awards, then the Contractor, in accordance with 2 C.F.R. § 200, Subpart F and 45 C.F.R. § 75., Subpart F, shall:

- A. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
- B. Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
- C. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;

- D. Incorporate 2 C.F.R. 200, Subpart F and 45 C.F.R. 75 Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
- E. Comply with any future amendments to 2 C.F.R. 200 Subpart F and 45 C.F.R. § 75 Subpart F and any successor or replacement Circular or regulation;
- F. Comply with the applicable requirements of 2 C.F.R. 200 Subpart F and 45 C.F.R. 75. Subpart F and any future amendments to 2 C.F.R. 200. Subpart F 1 and 45 C.F.R. 75 Subpart F, and any successor or replacement Circular or regulation; and
- G. Comply with the Omnibus Crime Control and Safe Streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <a href="http://ojp.gov/about/offices/ocr.htm">http://ojp.gov/about/offices/ocr.htm</a> for additional information and access to the aforementioned federal laws and regulations.)

# 4.36.2 Single Audit Act Compliance

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor will procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor will:

- A. Submit to the Authority contact person the data collection form and reporting package specified in OMB Super Circular 2 C.F.R. 200, Subpart F and 45 C.F.R. 75. Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
- B. Follow-up and develop corrective action for all audit findings; in accordance with 2 C.F.R. 200, Subpart F and 45 C.F.R. 75, Subpart F prepare a "Summary Schedule of Prior Audit Findings."

## **4.36.3** Overpayments

If it is determined by HCA, or during the course of a required audit, that Contractor has been paid unallowable costs under this or any Program Agreement, Contractor will refund the full amount to HCA as provided in Section 4.26, *Overpayments to Contractors*.

# 4.37 SURVIVAL

The terms and conditions contained in this Contract that, by their sense and context, are intended to survive the completion, cancellation, termination, or expiration of the Contract

will survive. In addition, the terms of the sections titled *Covered Information Protection*, *Contractor's Proprietary Information*, *Disputes*, *Overpayments to Contractor*, *Publicity*, *Records and Documents Review*, *Rights in Data/Ownership*, *and Legal and Regulatory Compliance* and all clauses identified in Attachment 4, *Data Sharing Terms*, Subsection 13, *Survival*, will survive the termination of this Contract. The right of HCA to recover any overpayments will also survive the termination of this Contract.

#### **4.38 TAXES**

HCA will pay sales or use taxes, if any, imposed on the services acquired hereunder. Contractor must pay all other taxes, including, but not limited to, Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. HCA, as an agency of Washington State government, is exempt from property tax.

Contractor must complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

## 4.39 TERMINATION

#### **4.39.1** Termination for Default

In the event HCA determines that Contractor has failed to comply with the terms and conditions of this Contract, HCA has the right to suspend or terminate this Contract. HCA will notify Contractor in writing of the need to take corrective action. If corrective action is not taken within ten (10) Business Days, or other time period agreed to in writing by both parties, the Contract may be terminated. HCA reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by Contractor or a decision by HCA to terminate the Contract.

In the event of termination for default, Contractor will be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising, and staff time.

If it is determined that Contractor: (i) was not in default, or (ii) its failure to perform was outside of its control, fault or negligence, the termination will be deemed a "Termination for Convenience."

## **4.39.2** Termination for Convenience

When, at HCA's sole discretion, it is in the best interest of the State, HCA may terminate this Contract in whole or in part by providing thirty (30) calendar days'

written notice. If this Contract is so terminated, HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty will accrue to HCA in the event the termination option in this section is exercised.

# 4.39.3 Termination for Nonallocation of Funds

If funds are not allocated to continue this Contract in any future period, HCA may terminate this Contract by providing fifteen (15) days written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such nonallocation at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

# **4.39.4** Termination for Withdrawal of Authority

In the event that the authority of HCA to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, HCA may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such withdrawal of authority at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

# **4.39.5** Termination for Conflict of Interest

HCA may terminate this Contract by written notice to the Contractor if HCA determines, after due notice and examination, that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, HCA will be entitled to pursue the same remedies against the Contractor as it could pursue in the event Contractor breaches the contract.

## 4.40 TERMINATION PROCEDURES

**4.40.1** Upon termination of this Contract, HCA, in addition to any other rights provided in this Contract, may require Contractor to deliver to HCA any property specifically produced or acquired for the performance of such part of this Contract as has been terminated.

- 4.40.2 HCA will pay Contractor the agreed-upon price, if separately stated, for completed work and services accepted by HCA and the amount agreed upon by the Contractor and HCA for (i) completed work and services for which no separate price is stated; (ii) partially completed work and services; (iii) other property or services that are accepted by HCA; and (iv) the protection and preservation of property, unless the termination is for default, in which case HCA will determine the extent of the liability. Failure to agree with such determination will be a dispute within the meaning of Section 4.14, *Disputes*. HCA may withhold from any amounts due the Contractor such sum as HCA determines to be necessary to protect HCA against potential loss or liability.
- **4.40.3** After receipt of notice of termination, and except as otherwise directed by HCA, Contractor must:
  - A. Stop work under the Contract on the date of, and to the extent specified in, the notice;
  - B. Place no further orders or Subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
  - C. Assign to HCA, in the manner, at the times, and to the extent directed by HCA, all the rights, title, and interest of the Contractor under the orders and Subcontracts so terminated; in which case HCA has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and Subcontracts;
  - D. Settle all outstanding liabilities and all claims arising out of such termination of orders and Subcontracts, with the approval or ratification of HCA to the extent HCA may require, which approval or ratification will be final for all the purposes of this clause;
  - E. Transfer title to and deliver as directed by HCA any property required to be furnished to HCA;
  - F. Complete performance of any part of the work that was not terminated by HCA; and
  - G. Take such action as may be necessary, or as HCA may direct, for the protection and preservation of the records related to this Contract that are in the possession of the Contractor and in which HCA has or may acquire an interest.

## 4.41 TRANSITION OBLIGATIONS

Contractor must provide for reasonable transition assistance requested by HCA to allow for the expired or terminated Contract, in whole or in part, to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to HCA or its

designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance.

#### 4.42 TREATMENT OF ASSETS

## 4.42.1 Ownership

HCA shall retain title to all property furnished by HCA to Contractor under this Contract. Title to all property furnished by Contractor, for the cost of which the Contractor is entitled to reimbursement as a direct item of cost under this Contract, excluding intellectual property provided by Contractor, shall pass to and vest in HCA upon delivery of such property by Contractor. Title to other property, the cost of which is reimbursable to Contractor under this Contract, shall pass to and vest in HCA upon (i) issuance for use of such property in the performance of this Contract, (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by HCA, in whole or in part, whichever occurs first.

# **4.42.2** Use of Property

Any property furnished to Contractor shall, unless otherwise provided herein, or approved in writing by the HCA Contract Manager, be used only for the performance of and subject to the terms of this Contract. Contractor's use of the equipment shall be subject to HCA's security, administrative, and other requirements.

# **4.42.3** Damage to Property

Contractor shall continuously protect and be responsible for any loss, destruction, or damage to property which results from or is caused by Contractor's acts or omissions. Contractor shall be liable to HCA for costs of repair or replacement for property or equipment that has been lost, destroyed, or damaged by Contractor or Contractor's employees, agents, or Subcontractors. Cost of replacement shall be the current market value of the property and equipment on the date of the loss as determined by HCA.

### **4.42.4** Notice of Damage

Upon the loss of, destruction of, or damage to any of the property, Contractor shall notify the HCA Contract Manager thereof within one (1) Business Day and shall take all reasonable steps to protect that property from further damage.

# **4.42.5** Surrender of Property

Contractor will ensure that the property will be returned to HCA in like condition to that in which it was furnished to Contractor, reasonable wear and tear expected. Contractor shall surrender to HCA all property upon the earlier of expiration or termination of this Contract.

#### 4.43 WAIVER

Waiver of any breach of any term or condition of this Contract will not be deemed a waiver of any prior or subsequent breach or default. No term or condition of this Contract will be held to be waived, modified, or deleted except by a written instrument signed by the parties. Only the HCA Authorized Representative has the authority to waive any term or condition of this Contract on behalf of HCA.

# 4.44 WARRANTIES

- 4.44.1 Contractor represents and warrants that its services will be of professional quality and will be rendered in accordance with prevailing professional standards and ethics. Services performed by Contractor under this Contract shall be conducted in a manner consistent with the level of care and skill standard to the industry. Contractor agrees to immediately re-perform any services that are not in compliance with this representation and warranty at no cost to HCA.
- **4.44.2** Contractor represents and warrants that it will comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services.
- 4.44.3 EXECUTIVE ORDER 18-03 WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.44.4 Any written commitment by Contractor within the scope of this Contract will be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and will render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor to HCA or contained in any Contractor publications, or descriptions of services in written or other communication medium, used to influence HCA to enter into this Contract.

# **ATTACHMENT 1: TASK ORDER #01 – CPWI COMMUNITY**

# Community Prevention and Wellness Initiative – Community Prevention Services

# 1. Purpose

The purpose of this Task Order is to implement Community Prevention and Wellness Initiative – Community Prevention Services in order to increase capacity to implement direct and environmental substance use disorder prevention services in high need communities to implement identified evidence-based practices and programs to prevent and reduce the misuse and abuse of alcohol, tobacco, cannabis, opioids, and/or other drugs.

## 2. Term

The initial term of this Task Order begins July 1, 2023, and ends June 30, 2025, unless terminated sooner as provided herein; work performed prior to the Effective Date will be at the sole risk of Contractor. This Task Order may be extended in whatever time increments HCA deems appropriate.

This Task Order shall be in effect only when funding is included in the Awards and Revenues document incorporated by reference.

# 3. Contacts

As designated on the A&R/FSI document for Contract Manager information related to this task order.

## 4. Statement of Work

Contractor shall ensure services, and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below in this section.

Prevention programs and services include, but are not limited to:

## 4.1 Coordination of Prevention Services.

Contractor shall ensure:

- 4.1.1 The provision of CPWI services in accordance with the CPWI Community Coalition Guide located on the Athena Forum website https://www.theathenaforum.org/cpwi-community-coalition-guide which outlines the minimal standards to participate in the CPWI. Contractor shall plan to reach the ideal benchmarks related to the community coalition's efforts and staffing to include:
  - A. Hire or identify a minimum of a 0.5 FTE staff member to serve as the qualified Community Coalition Coordinator upon contract execution. Full-time employment (1.0 FTE) for the Community Coalition Coordinator is allowable and strongly recommended in order to meet the scope of the

- project. Coalitions may request an exception to this requirement if they can demonstrate quality ongoing coordination and service delivery. Any exceptions to the minimum must be submitted in writing at least thirty (30) days prior to the start of the position and will only be considered if the Contractor and community are in-compliance and able to demonstrate they are achieving the benchmarks as outlined in the CPWI Guide.
  - i) Ensure Community Coalition Coordinator(s) meet required position qualifications and workstation requirements found in the CPWI Community Coalition Guide.
- ii) Confirm an office space in the designated community for the Community Coalition Coordinator.
- iii) Contractor shall submit a completed Community Coalition Coordinator Qualification Checklist to Contract Manager or designee for review. HCA shall review and respond within five (5) business days.
- A. Ensure Community Coalition Coordinators are Certified Prevention Professionals (CPP).
  - i) Ensure currently certified Community Coalition Coordinator(s) maintain CPP credential status, and
  - ii) Ensure Certified Prevention Professional (CPP) certification within eighteen (18) months of new Community Coalition Coordinator start date.
  - iii) HCA reserves the right to require Contractor to develop a Community Coalition Coordinator training plan if candidate does not meet required qualifications.
- **4.1.2** Contractor shall ensure that a regular annual schedule of direct prevention services for public dissemination is established.
  - A. Regular annual schedule shall take into account items including, but not limited to: implementation times that maximize participation and service outcomes, local needs and gaps; leveraged resources, and other locally identified factors that influence service delivery throughout the year.
  - B. Regular annual schedule and community dissemination plan shall be identified as part of the CPWI Action Plan and Budget Update and submitted to Contract Manager or designee for HCA review annually in accordance with the timeline in the CPWI Community Coalition Guide.
- 4.1.3 Submit an annual Action Plan and Budget with projected expenditures, including salary and benefits for HCA funded prevention staff, program costs, training and travel to the Contract Manager or designee, according to the CPWI Community Coalition Guide or within thirty (30) business days upon request. A template will be provided at least thirty (30) business days prior to the due date, unless

- otherwise specified. Updated Action Plan and Budget is due by June 15 of each year that this Contract is active, unless otherwise specified in writing from HCA.
- **4.1.4** Budget adjustments that are ten percent (10%) or more of the total of the approved Contractor and/or CPWI coalition budget shall submit a budget revision for approval to Contract Manager or designee at least fifteen (15) business days prior to expending adjusted budget items. Approval must be granted prior to expending funds.
- **4.1.5** Enter approved programs, based on the priorities, goals, and objectives described in the approved Strategic Plan, into Minerva within thirty (30) business days of initial Action Plan approval and any subsequent updates, or as directed by PSM.
- 4.1.6 Ensure that overall sixty percent (60%) of programs supported by HCA funds will be replications or approved adaptations of "Evidence-based Practice" substance abuse prevention programs as identified in the list provided by DBHR at https://theathenaforum.org/EBP. Additionally, Contractors must follow funding specific requirements as outlined below:
  - A. For cohorts who receive SOR, OASA, and/or DCA funds, use the associated EBP/RBP/PP list at https://theathenaforum.org/EBP and implement at least one (1) evidence/research-based direct service program or strategy from the list.
    - i) Once one (1) or more evidence/research based direct service program or strategy is selected, Contractor may select additional promising program(s) from the list or use the funding to support other costs to include training and/or coalition coordinator costs.
  - B. Coalitions who receive SOR and OASA funding are also required to implement the Starts with One opioid prevention campaign and participate in the National Drug Take Back Days in October and April, according to the Drug Enforcement Agency (DEA) guidelines, recommendations, and regulations.
    - https://www.deadiversion.usdoj.gov/drug\_disposal/takeback/poc.htm.
- **4.1.7** Ensure that all of the programs, including any approved innovative programs, supported by HCA meet the Center for Substance Abuse Prevention's CSAP) Principles of Substance Abuse Prevention, found on the Athena Forum Website: www.TheAthenaForum.org/CSAPprinciples.
- **4.1.8** Contractor is encouraged to collaborate and partner with community-based organizations that operate within or serve the CPWI community.
- 4.1.9 If funding permits Contractor to provide Community Based Coordination services in addition to meeting CPWI requirements, (i.e., Counties with communities that each have at least \$130,000 per community of DBHR funding budgeted for CPWI implementation, annually) services may be provided at the county or regional level. Services shall reflect work of Contractor staff coordinating, organizing,

- building capacity, and providing education and information related to prevention initiatives at the county level with a goal to expand CPWI communities.
- **4.1.10** If applicable to Contractor, develop plan for services listed above and submit to Contract Manager or designee for review and approval within sixty (60) business days of expected implementation.

# 4.2 Prevention Training

# **4.2.1** Required Training in CPWI

Contractor Manager for this Task Order as identified in the A&R/FSI document and primary fiscal staff or their designee(s) shall attend an annual contractor training or meeting that will be scheduled for a minimum of four (4) hours in duration. Date and location will be announced by DBHR at least thirty (30) business days prior to the training.

Contractor shall participate in all required training events identified by HCA and listed in the CPWI Community Coalition Guide.

# **4.2.2** Non-Required Training in CPWI

- A. In the absence of trainings identified in the approved strategic plan and Budget/Action Plan, all additional (non-required) training paid for by HCA shall be approved by Contract Manager or designee prior to training and meet the approved goals and objectives in approved Strategic Plan and Budget/Action Plan.
- B. Contractor shall ensure any requests for training in addition to the approved training in the Strategic plan and Budget/Action Plan are requested in writing and sent directly to the Contract Manager or designee, a minimum of ten (10) business days before the date of the proposed training. Trainings shall relate to one (1) of the following four (4) categories:
  - i) Coalition building and/or community organization.
  - ii) Capacity building regarding prevention theory and practice.
  - iii) Capacity building for Evidence-based Practice and environmental strategy implementation, related to the goals and objectives of the coalition's approved strategic plan and Budget/Action Plan.
  - iv) Capacity building in non-CPWI communities to expand CPWI efforts and meets overall goals and objectives of CPWI may be approved by Contract Manager or designee upon request.
- C. Contractor shall ensure training paid for by HCA that requires travel follows state travel reimbursement guidelines and rates accessible at www.ofm.wa.gov/policy/10.90.htm.
- D. Contractor shall bill for training events on an A-19 invoice template per billing code according to the Substance Use Disorder and Mental Health

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Promotion Services Billing Guide and record training events in the HCA Substance Use Disorder Prevention and Mental Health Promotion Online Reporting Systems or Minerva in accordance with the monthly reporting requirements described in Prevention Report Schedule/Due Dates.

# 4.3 Reporting Requirements

# **4.3.1** Prevention Reporting Requirements

Contractor shall report on all requirements as identified in the HCA Substance Use Disorder Prevention and Mental Health Promotion Online Reporting System or Minerva. HCA reserves the right to add reporting requirements based on requirements of funding source(s).

# 4.3.2 Prevention Activity Data Reports

Contractor shall:

- A. Ensure that monthly prevention activities are reported in Minerva in accordance with the requirements and timelines set forth.
- B. Ensure accurate and unduplicated reporting.
- C. Ensure proper training of staff and designated staff for back-up Minerva data entry to meet report due dates.
- D. If special circumstances arise and Contractor is unable to enter the data by the reporting deadline(s), Contractor shall ensure any requests for extensions to reporting deadlines are requested in writing and sent directly to the PSM via email five (5) business days before the report due date.
- E. The maximum extension request permitted is ten (10) business days.
- F. Monthly invoices submitted with active data entry extensions will be denied and may be re-submitted by Contractor once data for the month(s) in question is complete.
- G. Contractors with three (3) or more consecutive months of data entry extensions or late reporting or four (4) or more program data entry extensions or late reporting within a six (6) month period shall be required to submit a Corrective Action Plan to HCA.
- H. Extensions granted due to Minerva technical issues will be excluded from this count.
- I. Ensure all required demographic information is provided for individual participant; population reach; aggregate; and mentoring or 1-to-1 services in Minerva.
- J. Report Community Coalition Coordination Staff Hours in Minerva for each month of the calendar year.

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K. Complete prevention reporting, according to the Schedule/Due Dates below:

Reporting Period	Report(s)	Report Due Dates	Reporting System
Annually	Enter programs listed on approved Strategic Action Plan by HCA into Minerva.	Within 30 business days of Strategic Action Plan approval	Minerva
Monthly	Prevention activity data input for all active services including community coalition coordination staff hours and efforts, services, participant information, training, evaluation tools and assessments.	15 <sup>th</sup> of each month for activities from the previous month	Minerva
Quarterly	CPWI Quarterly Reporting.	October 15 January 15 April 15 July 15	Minerva
As requested	GPRA Measures.	As requested	Minerva
As requested	As required by SAMHSA.	As requested	Minerva or as required

# **4.3.3** Outcome Measures

- A. Contractor shall report on all required evaluation tools identified in Minerva that measure primary program objective.
  - i) Pre/Post test are required for all recurring direct service programs.
  - ii) The Coalition Assessment Tool is required to be completed by coalition members.
  - iii) Specific surveys for Information Dissemination or Environmental strategies/programs based on specific program to be determined and approved in Action Plan.

- B. Special situations and exceptions regarding evaluation tools identified in Minerva include, but are not limited to, the following:
  - Contractor may negotiate with the HCA to reduce multiple administrations of surveys to individual participants. Contractor shall submit for exception in writing to the HCA Contract Manager or designee.
  - ii) Participants in recurring program groups in which the majority of participants are younger than ten (10) years old on the date of that group's first service.

# **4.3.4** Performance Work Statement/Evaluation.

- A. Contractor shall ensure program results show positive outcomes for at least half of the participants in each program group as determined by Cohorts/Campaigns with individual participant sessions.
  - i) "Positive outcomes" means that at least half of the participants in a group report positive improvement or maintenance as determined by the program measurable objective between pre and post-tests.
  - ii) Positive outcomes will be determined using the pre-test and post-test data reported in Minerva.
  - iii) Evaluation of Minerva data will occur on the 15th of the month following the final date of service for each group.
- B. HCA shall use the following protocol for evaluation:
  - i) Matched pre-test and post-test pairs will be used in the analysis.
  - ii) To allow for normal attendance drop-off, a 20% leeway will be given for missing post-tests.
  - iii) If there are missing post-tests for entered pre-tests in excess of 20% of pre-tests, missing post-test will be counted as a negative outcome.
  - iv) Example: there are ten (10) pre-tests and seven (7) post-tests. The denominator would be eight (8) and the maximum numerator would be seven (7).
- C. Different groups, as determined by Cohorts/Campaigns, receiving the same program will be clustered by school district.
  - In cases where multiple providers are serving the same school district, groups will be clustered by school district and provider.
  - ii) The results of one (1) provider in a given school district will not impact another provider in the same district.
    - a) In cases where the survey instrument selected for a given program includes more than one scale, the scale that is most closely aligned with the measurable objective linked to the program in Minerva will be used.

- b) Results for groups, as determined by Cohorts/Campaigns, with services that span two (2) contracting periods will be analyzed in the contracting period that the post-test was administered.
- iii) If fewer than half of the participants in a group, as determined by Cohorts/Campaigns within a given school district, report positive change in the intended outcome:
  - a) Contractor shall submit a Performance Improvement Plan (PIP) for the non-compliant program to the Contract Manager or designee or designee within forty-five (45) calendar days of notice by HCA.
  - b) Reimbursement for the CSAP Category row on the A-19 for that program will be held until the PIP is approved by Contractor Manager or designee or their designee.
  - c) If a second group, as determined by Cohort/Campaigns, within that same school district has fewer than half of the participants report positive change in the intended outcome, then the following steps will be taken:
    - In cases where there is no active non-compliant program, Contractor shall discontinue implementation of that program within the specified geography.
    - ii. In cases where the same programs as the non-compliant program are active and continuing in the same school district, those groups, as determined by Cohorts/Campaigns, will be allowed to complete the expected number of sessions. No new groups, as determined by Cohorts/Campaigns, will be started.
    - iii. Following the conclusion of all groups, as determined by Cohorts/Campaigns, completing the program, results will be reviewed for those groups.
  - d) If the results do not show positive change for each group, as determined by Cohorts/Campaigns, Contractor shall take the following action:
    - In cases where the program is being delivered by a single provider in the specified geography, Contractor shall discontinue implementation of that program in the specified geography.
    - ii. In cases where the program is being delivered by multiple providers in the specified geography, Contractor shall discontinue implementation of that program by the underperforming provider in the specified geography.
- iv) A program that resulted in the need for a Performance Improvement Plan and Plan during the former Contract period will not carry that

record forward into the new Contract period. Implement and monitor prevention programs and reporting to assure compliance with these guidelines.

# ATTACHMENT 2: TASK ORDER #02 - CPWI SCHOOL

# **Community Prevention and Wellness Initiative - School-Based Services**

# 1. Purpose

The purpose of this Task Order is to implement the Community Prevention and Wellness Initiative - Student Assistance Prevention Intervention Services Program services to support prevention and intervention services in schools within high-need communities in order to prevent and reduce the misuse and abuse of alcohol, tobacco, cannabis, opioids, and/or other drugs.

## 2. Term

The initial term of this Task Order begins July 1, 2023, and ending June 30, 2025, unless terminated sooner as provided herein; work performed prior to the Effective Date will be at the sole risk of Contractor. This Task Order may be extended in whatever time increments HCA deems appropriate.

This Task Order shall be in effect only when funding is included in the Awards and Revenue incorporated by reference.

## 3. Contacts

As designated on the A&R/FSI document for Contract Manager information related to this task order.

#### 4. Statement of Work

Contractor shall ensure services, and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below in this section.

Prevention programs and services include, but are not limited to:

### 4.1 Coordination of Prevention Services.

- 4.1.1 Contractor shall ensure the provision of SAPISP services in accordance with the Project SUCCESS program and in alignment with the CPWI Community Coalition Guide located on the Athena Forum website https://www.theathenaforum.org/cpwi-community-coalition-guide which outlines the minimal standards to participate in the CPWI. Contractor shall plan to reach the ideal benchmarks related to the role of the Educational Service District (ESD) and Student Assistance Professional (SAP) to include:
  - A. Hire or identify a minimum of one full-time (1.0 FTE) staff member to serve as the qualified Student Assistance professional in each identified CPWI community upon contract execution.
    - Contractor shall notify HCA/DBHR of staff vacancies, transitions and new hires within 5 business days of changes.

- ii) Training is provided to new SAPISP staff. Training plan for new SAPISP staff is to be submitted to Contract Manager within 30 days of hire using the SAPISP Training Plan. The SAPISP Training Plan will address at least the following:
  - a) Project SUCCESS (Schools Using Coordinated Community Efforts to Strengthen Students)
  - b) If the SAPISP staff is hired during a period where there is no scheduled Project SUCCESS training, the ESD will either deliver the training themselves or arrange for the training to be delivered by a qualified individual.
  - c) Prevention activities (including Prevention Education series preparation)
  - d) Confidentiality requirements and practices
  - e) Intake procedures
  - f) Screening with the Global Appraisal of Individual Needs Short Screener (GAINS-SS)
  - g) Group counseling strategies
  - h) Referral procedures and practices
  - i) Data collection procedures
  - j) Pre-post evaluation protocols
  - k) Record-keeping practices
  - Prevention-best practices including prevention science and community organizing
  - m) Establishing the program and relationships in the school.
- B. Ensure implementation of Project SUCCESS programming for schools receiving services as part of CPWI. Adaptations to Project SUCCESS shall be agreed upon by HCA and ESD.
  - i) The ESD must submit the request in writing 30 calendar days before implementation of adaptation.
- C. Contractor shall ensure that a regular annual schedule of direct prevention and intervention services are provided to include:
  - i) Submitting a Service and Program Staffing Plan and Budget using the template mutually agreed upon by HCA and the ESDs by July 5 prior to each school year to include:
    - a) Location of service and relevant description.
    - b) School(s) being served.
    - c) Name of the SAP and known credentials.
    - d) Anticipate start date of SAP services.

- e) Funds source by SAP.
- f) A workforce retention plan with strategies and activities to achieve the primary goal of increasing recruitment and retention of SAPs.
- g) Identifying the program(s) that each DCA funded SAP is implementing to ensure implementation of a school-based EBP/RBP from the DCA funded program list for any SAP funded by DCA.
- h) Confirmation of match. Contractor is responsible to secure and utilize local matching funds from Local School Districts or other organizations in the amount of twenty percent (20%) as required match of the staff salary and benefits costs of each the SAP position, to ensure a minimum of a 1.0 FTE SAP is placed in the middle and/or high school in each identified CPWI community.
- ii) Submitting a Service and Program Staffing Plan and Budget using the template mutually agreed upon by HCA and the ESDs by July 5 for the school year starting September of the same year to include:
  - a) Location of service and relevant description.
  - b) School(s) being served.
  - c) Name of the SAP and known credentials.
  - d) Anticipate start date of SAP services.
  - e) Funds source by SAP.
  - f) A workforce retention plan with strategies and activities to achieve the primary goal of increasing recruitment and retention of SAPs.
  - g) Identifying the program(s) that each DCA funded SAP is implementing to ensure implementation of a school-based EBP/RBP from the DCA funded program list for any SAP funded by DCA.
  - h) Confirmation of match. Contractor is responsible to secure local matching funds from Local School Districts or organizations in the amount of twenty percent (20%) as required match of the staff salary and benefits costs of each the SAP position, to ensure a minimum of a 1.0 FTE SAP is placed in the middle and/or high school in each identified CPWI community.
- iii) Ensure the use of the GAINS-SS to screen and refer students.

  Screening results will be entered into SAPISP data reporting system.
- iv) Contractor will monitor each site receiving SAPISP using a review protocol. Documentation of onsite program monitoring will be submitted to HCA within 30 days of completion of visit.

- v) Contractor will host at least one site visit with HCA staff every two years. Additional site visits may be scheduled at the discretion of HCA or the ESD
- D. Contractor shall ensure that the Healthy Youth Survey is administered by the school district/high school attendance area of each identified CPWI site.

# 4.2 Prevention Training

# **4.2.1** Required Training

- A. Contractor Manager for this Task Order as identified in the A&R/FSI document and primary fiscal staff or their designee(s) shall attend an annual Contractor training or meeting that will be scheduled for a minimum of four (4) hours in duration. Date and location will be announced by DBHR at least thirty (30) business days prior to the training.
- B. Contractor shall participate in all required training events identified by HCA and/or listed in the CPWI Community Coalition Guide including:
  - i) Learning Community Meetings.
  - ii) Prevention Provider Meeting in the fall.
  - iii) Day one of the summer Coalition Leadership Institute.
  - iv) Monthly Contractor calls.

## **4.2.2** Non-Required Training in CPWI/SAPISP

- A. In the absence of trainings identified within the Statement of Work or approved Service and Program Staffing Plan and Budget, all additional (non- required) training paid for by HCA shall be approved by Contract Manager or designee prior to training and meet the approved goals and objectives of the specified fund source.
- B. Contractor shall ensure training paid for by HCA that requires travel follows state travel reimbursement guidelines and rates accessible at www.ofm.wa.gov/policy/10.90.htm.
- C. Contractor shall bill for training events on an A-19 per billing code according to the Substance Use Disorder Prevention and Mental Health Promotion Services Billing Guide and record training events in the identified reporting system in accordance with the monthly reporting requirements described in Prevention Report Schedule/Due Dates.

# 4.3 Reporting Requirements

# **4.3.1** Prevention Reporting Requirements

Contractor shall report on all required elements in the SAPISP data reporting system. HCA reserves the right to add reporting requirements based on requirements of funding source(s).

## **4.3.2** Prevention Activity Data Reports

#### Contractor shall:

- A. Ensure that monthly SAPISP activities are reported in the agreed upon reporting system in accordance with the requirements and timelines set forth.
- B. Ensure accurate and unduplicated reporting.
- C. Ensure proper training of staff and designated staff for back-up data entry to meet report due dates.
- D. If special circumstances arise and Contractor is unable to enter the data by the reporting deadline(s), Contractor shall ensure any requests for extensions to reporting deadlines are requested in writing and sent directly to the Contract Manager via email five (5) business days before the report due date.
- E. The maximum extension request permitted is ten (10) business days.
- F. Monthly invoices submitted with active data entry extensions will be denied and may be re- submitted by Contractor once data for the month(s) in question is complete.
- G. Contractors with three (3) or more consecutive months of data entry extensions or late reporting or four (4) or more program data entry extensions or late reporting within a six (6) month period shall be required to submit a Corrective Action Plan to HCA.
- H. Extensions granted due to reporting system technical issues will be excluded from this count.
- Ensure all required demographic information is provided for services provided to individual participants; CSAP and IOM categories, in reporting system.
- J. Complete prevention reporting, according to the Schedule/Due Dates below:

Reporting Period	Report(s)	Report Due Dates	Reporting System
Monthly	SAPISP Universal, Selective, and Indicated services and related participant information.	15th of each month for activities from the previous month	SAPISP Reporting System

Annually	Performance Work	End of school	SAPISP
	Statement/Evaluation	year before	Reporting
		beginning of	System
		next school	
		year	Annual
			Report
Federal	SAPISP Success	45 days after	Written
fiscal year	Story; minimum of one	the end of the	report
	per ESD	federal fiscal	
		year	
As	As required by	As requested	As agreed
requested	SAMHSA.		upon or as
			required

#### **4.3.3** Performance Work Statement/Evaluation

- A. A minimum of 60% of the students who participate in the program selected/indicated) must complete both a pre-test and a post-test.
- B. A minimum of 85% of the students with a pre-test and post-test who participated in the program must have the following outcomes on each of the following 3 indicators:
  - i) Overall, how important has this program been to you? Very important or pretty important.
  - ii) Are you glad you participated in this program? Yes, or YES!
  - iii) Are you more likely to attend school because of this program? Yes, or does not apply to me.
- C. A minimum of 50 students or 15% of the student population at the school(s) (whichever is fewer), served by the SAP within each CPWI community will receive selective/indicated services and the remaining SAP time will be spent on universal prevention activities.
- D. At the end of each school year, HCA will review and analyze data with commencement of school-based services to determine that each ESD has successfully met the identified goals as identified in section 4.3.3.A-C.
- E. If the ESD does not meet the requirements of the Performance Work Statement, the ESD will be asked to submit to the HCA Contract Manager a Corrective Action Plan (CAP) within 30 days of notification. The plan must identify the problems causing failure to reach the goal and provide a plan for addressing those problems.
  - Once a CAP is required, if at the closure of the following school year, the ESD is still not meeting the requirements of the Performance Work Statement and successfully closed the CAP, HCA may reduce

- the coordination funding for ESDs by eight percent (8%) for the next school year.
- ii) Once a CAP is closed and the Performance Work Statement is met, full funding will be restored for the next school year. If the ESD fails to meet the requirements, the corrective action/funding reduction process will begin again.
- iii) The ESD may submit a request for performance measures to be waived due to extenuating circumstances. Requests must be received as part of the Performance Evaluation process. Request should include related sites and justification for why measure could not be met. HCA will review and if approved, waive the CAP requirements.

# 4.4 SAPISP Planning for Services

- **4.4.1** ESD will participate in regularly scheduled meetings with HCA regarding planning to include, but not limited to, the following items for discussion:
  - A. Contractual expectations and relationship between HCA and ESDs;
  - B. Reporting requirements and system for reporting;
  - C. Streamlining and clarification of required project and reporting (fiscal and program) timelines;
  - D. Clarification and alignment of fiscal terminology and methodologies (i.e., match clarification defining terms "admin" vs "indirect");
  - E. Outcome goals including expected numbers served and Performance Work Statement;
  - F. Focus of SAP services including opportunities for enhancements;
  - G. Future of workforce enhancement funding tracking and reporting; and
  - H. SAPISP Training Plan for new hires.
- **4.4.2** ESD will participate in meetings with HCA regarding planning for SAPISP service as related to efforts necessary to potential for long-term contracting for continued provision of quality student prevention and intervention services within schools.

## ATTACHMENT 3: TASK ORDER #03 - CBO

# **Community Based Organization Services**

# 1. Purpose

The purpose of this Task Order is to provide quality and culturally competent Evidence-Based Programs, Research-Based Programs, and Promising Programs to address Substance Use Disorder Prevention and Mental Health Promotion Programs and/or Suicide Prevention. Contractors will implement direct primary prevention programs, environmental and public education strategies to prevent and reduce substance use and/or promote mental wellness and prevent suicide in high need communities.

#### 2. Term

The initial term of this Task Order begins July 1, 2023, and ends June 30, 2025, unless terminated sooner as provided herein; work performed prior to the Effective Date will be at the sole risk of Contractor. This Task Order may be extended in whatever time increments HCA deems appropriate.

This Task Order shall be in effect only when funding is included in the Awards and Revenue incorporated by reference.

# 3. Contacts

As designated on the A&R/FSI document for Contract Manager information related to this task order.

## 4. Statement of Work

Contractor shall ensure services, and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below in this section.

Contractor must manage the Contract to ensure that services are provided in a manner that allocates the available resources over the life of the Contract, utilizing only the funding assigned within each respective fiscal year.

HCA reserves the right to reduce the funds awarded in the Contract if the Contractor does not implement services within 45 calendar days of the services start date in the approved Action Plan.

Prevention programs and services include, but are not limited to:

# 4.1 Implementation of Prevention Services.

Contractor must implement the approved programs and strategies in accordance with approved Action Plan and as outlined below:

Washington State 67 HCA Contract #K6933
Health Care Authority Attachment 3: SOW CBQ

- **4.1.1** Program implementation must be in alignment with the approved Action Plan and Budget as negotiated between Contractor and HCA. This includes the approved program(s), dates and timelines, scope, dosage, target audience(s), leadership, and responsible parties.
- **4.1.2** If requested by HCA, submit a revised Action Plan and/or Budget to accommodate federal or state funding requirements within 15 days of executed contact or as needed. Contractor must receive approval of Action Plan prior to implementation and spending.
- **4.1.3** Funds must only be used to support program costs included in the approved Action Plan. This includes staff for program planning, training, implementation, service data entry, and evaluation.
- **4.1.4** Programs must be implemented for the target audience for which they were designed, in an ongoing cycle, and within the communities designated in the HCA approved Action Plan.
- **4.1.5** Ensure only program facilitators which are formally trained or certified as trainers are used for the program(s) selected, if indicated as necessary by the program.
- **4.1.6** Ensure program is implemented with full fidelity. Specified adaptations must be submitted in writing, via email, to the HCA Contract Manager for approval no less than twenty (20) days in advance of program implementation. Specified adaptations may not affect the core components of the program.
- **4.1.7** All mentoring programs must be implementing the 4th edition of the Elements of Effective Practice for Mentoring, <a href="https://www.mentoring.org/resource/elements-of-effective-practice-for-mentoring/">https://www.mentoring.org/resource/elements-of-effective-practice-for-mentoring/</a>.
- **4.1.8** Participate in monthly check-in phone calls with HCA Contract Manager or designee. Frequency of check-in calls may change if deemed appropriate by HCA and will be based on technical assistance needs and contract compliance.
- **4.1.9** Contractor shall ensure that a regular annual schedule of direct prevention services for public dissemination is established.
- **4.1.10** Regular annual schedule shall take into account items including, but not limited to: implementation times that maximize participation and service outcomes; local needs and gaps; leveraged resources; and, other locally identified factors that influence service delivery throughout the year.
- **4.1.11** Regular annual schedule and community dissemination plan shall be identified as part of the CBO Action Plan and Budget Update and submitted to Contract Manager or designee for HCA review annually.

- A. Submit an annual Action Plan and Budget with projected expenditures, including salary and benefits for HCA funded prevention staff, program costs, training and travel to the Contract Manager or designee, or within thirty (30) business days upon request. A template will be provided at least thirty (30) business days prior to due date, unless otherwise specified. Updated Action Plan and Budget is due by June 15 of each year that this Contract is active, unless otherwise specified in writing Budget adjustments that are ten percent (10%) or more of the total of the approved Contractor budget shall submit a budget revision for approval to Contract Manager or designee at least fifteen (15) business days prior to expending adjusted budget items. Approval must be granted prior to expending funds.
- B. Enter approved programs, based on the priorities, goals and objectives described in the approved Action Plan, into Minerva within thirty (30) business days of Action Plan approval or as directed by PSM.

# 4.1 Contractors must follow funding specific requirements as outlined below:

# 4.1.1 SOR Program Requirements:

- A. State Opioid Response (SOR) funds shall be used for program and strategy training and implementation.
- B. All programs planned and implemented with SOR shall be programs selected from the current DBHR provided youth opioid use prevention and reduction program list as outlined by DBHR and in accordance with approved Action Plan.
- C. For SOR grants, ensure sixty percent (60%) of programs supported by HCA funds will be replications or approved adaptations of "Evidence-based Practice" substance use disorder prevention programs as identified in the list provided by DBHR. Ensure that all of the programs supported by HCA meet the Center for Substance Abuse Prevention's (CSAP) Principles of Substance Abuse Prevention, found on the Athena Forum Website: www.TheAthenaForum.org/CSAPprinciples.

## D. All contractors are required to:

- i) Implement at least one Direct Service Program or Strategy on the Opioid Prevention Direct Service Programs and Strategies list. The program is expected to be implemented on a regular annual schedule over the course of the grant year, which may mean implementing multiple series or cycles of a program.
- ii) Participate in the National Drug Take-Back Days (information dissemination strategy) held in April and October each year, or at least twice annually based on local implementation, according to the Drug Enforcement Agency (DEA) guidelines, recommendations, and regulations.

  https://www.deadiversion.usdoj.gov/drug\_disposal/takeback/poc.htm.

- iii) Implementation of the Starts with One opioid prevention public education campaign (information dissemination strategy).
  Implementation means to have a recurring cycle (at least once monthly) of media reach, through one or more mediums (social media, ads, radio, billboards, traditional media). Local implementation and/or translations may occur in consultation with HCA/DBHR.
- E. Optional programs and strategies that are allowed, assuming requirements above are met:
  - i) Implementation of opioid prevention environmental strategy/ies. Must be approved by DBHR
  - ii) Social Norms Campaign (information dissemination strategy): guidance must be followed according to: <a href="https://theathenaforum.org/socialnorms">https://theathenaforum.org/socialnorms</a>. Must be approved by DBHR.

# 4.1.2 DCA Program Requirements:

- A. Dedicated Cannabis Account Funds (DCA) shall be used for program and strategy training and implementation.
- B. All programs planned and implemented with DCA shall be programs selected from the current DBHR provided Prevention Program and Strategies for Youth Cannabis Use Prevention list as outlined by DBHR and found at <a href="https://www.theathenaforum.org/EBP">https://www.theathenaforum.org/EBP</a>.
- C. All contractors are required to at a minimum:
  - i) Implement at least one evidence/research-based Direct Service Program or Strategy on the DCA CBO list found <a href="https://www.theathenaforum.org/EBP">https://www.theathenaforum.org/EBP</a>. The program is expected to be implemented on a regular annual schedule over the course of the grant year, which may mean implementing multiple series or cycles of a program.
  - ii) Once two (2) or more Evidence/Research-Based Programs are selected, Contractor may select one (1) Promising Program.

## 4.1.3 MHPP Program Requirements:

- A. MHPP funds shall be used for program and strategy training and implementation.
- B. All programs planned and implemented with MHPP shall be programs selected from the current DBHR provided on the Prevention Program and Strategies for MHP/Suicide prevention list as outlined by DBHR and found at https://www.theathenaforum.org/EBP.
- C. All contractors are required to at a minimum:
  - i) Implement at least one Direct Service Program or Strategy on the MHPP/Suicide prevention list. The program is expected to be implemented on a regular annual schedule over the course of the

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- grant year, which may mean implementing multiple series or cycles of a program.
- ii) A minimum of one(1) Youth Mental Health First Aid (YMHFA) training per year will be provided and must include the following:
  - a) Must be delivered by certified YMHFA instructors;
  - b) Must take place in the community identified in the application;
  - c) Must utilize the training curriculum and instructional materials associated with Youth Mental Health First Aid, a trademarked program marketed by the National Council for Behavioral Health, http://www.thenationalcouncil.org/about/mental-health-first-aid.
  - d) Up to \$5,000 from this award can be used to support implementation of each required YMHFA training in Year 1 and Year 2, not to exceed \$5,000 per state fiscal year and for a total of \$10,000 over the grant period. Eligible expenses include trainer fees, materials, facility rental and all other expenses associated with the training.
  - e) These funds can be used to train individuals to participate in YMHFA Training of Trainers.
  - f) Must be delivered in one of the following formats:
    - 1. One (1) session with eight (8) hours of instruction: or,
    - 2. Two (2) sessions with a total of eight (8) hours of instruction;
  - g) Contractor must implement, with fidelity, one (1) required YMHFA Trainings per state fiscal year.
  - h) If Contractor has previously held a contract with HCA for MHPP/Suicide Prevention CBO services and has fully saturated their Community with this training, they may submit a request for an exception to this requirement. This must be approved by the HCA Contract Manager.
- iii) Contractor will implement at least one (1) community awareness event per fiscal year, focusing on mental health promotion or suicide prevention, or both.

# 4.1.4 Opioid Abatement Settlement Account (OASA) Program Requirements:

- A. Opioid Abatement Settlement Account (OASA) funds shall be used for program and strategy training and implementation.
- B. All programs planned and implemented with OSF shall be programs selected from the current DBHR provided Prevention Program and Strategies for Opioid Use Prevention list as outlined by DBHR and found at

- https://www.theathenaforum.org/EBP and in accordance with approved Action Plan.
- C. For OASA grants, ensure sixty percent (60%) of programs supported by HCA funds will be replications or approved adaptations of "Evidence-based Practice" substance use disorder prevention programs as identified in the Prevention Program and Strategies for Opioid Use Prevention list provided by DBHR. Ensure that all of the programs supported by HCA meet the Center for Substance Abuse Prevention's (CSAP) Principles of Substance Abuse Prevention, found on the Athena Forum Website: www.TheAthenaForum.org/CSAPprinciples.
- D. All contractors are required to:
  - i) Implement at least one Direct Service Program or Strategy on the Prevention Program and Strategies for Opioid Use Prevention. The program is expected to be implemented on a regular annual schedule over the course of the grant year, which may mean implementing multiple series or cycles of a program.
  - ii) Participate in the National Drug Take-Back Days (information dissemination strategy) held in April and October each year, or at least twice annually based on local implementation, according to the Drug Enforcement Agency (DEA) guidelines, recommendations, and regulations.

    https://www.deadiversion.usdoj.gov/drug\_disposal/takeback/poc.htm.
  - iii) Implementation of the Starts with One opioid prevention public education campaign (information dissemination strategy).
    Implementation means to have a recurring cycle (at least once monthly) of media reach, through one or more mediums (social media, ads, radio, billboards, traditional media). Local implementation and/or translations may occur in consultation with HCA/DBHR.
- E. Optional programs and strategies that are allowed, assuming requirements above are met:
  - i) Implementation of opioid prevention environmental strategy/ies. Must be approved by DBHR
  - ii) Social Norms Campaign (information dissemination strategy): guidance must be followed according to: <a href="https://theathenaforum.org/socialnorms">https://theathenaforum.org/socialnorms</a>. Must be approved by DBHR.

## 4.2 Prevention Training

# 4.2.1 Required Training in CBO

A. Contractor shall participate in all required onboarding training events identified by HCA at the start of the contract. To include but not limited to

- trainings on fiscal requirements, contract compliance, data reporting and program implementation.
- B. Contractor Manager for this Task Order as identified in the A&R/FSI document and primary fiscal staff or their designee(s) shall attend an annual contractor training or meeting that will be scheduled for a minimum of four (4) hours in duration. Date and location will be announced by DBHR at least thirty (30) business days prior to the training.
- C. Contractor contact shall participate in all required training events identified by HCA and listed in CBO Community Implementation Guide.

# 4.2.2 Non-Required Training in CBO contracts

- A. In the absence of trainings identified in the approved Action Plan, all additional (non-required) training paid for by HCA shall be approved by Contract Manager or designee prior to training and meet the approved goals and objectives in approved Action Plan.
- B. Contractor shall ensure any requests for training in addition to the approved training in the Action Plan are requested in writing and sent directly to the Contract Manager or designee, a minimum of ten (10) business days before the date of the proposed training. Trainings shall relate to one (1) of the following four (4) categories:
  - i) Coalition building and/or community organization.
  - ii) Capacity building regarding prevention theory and practice.
  - iii) Capacity building for Evidence-based Practice and environmental strategy implementation, related to the goals and objectives of the approved Action Plan.
  - iv) Capacity building in non-CPWI communities to expand CBO efforts and meets overall goals and objectives of CBO grants may be approved by Contract Manager or designee upon request.
- C. Contractor shall ensure training paid for by HCA that requires travel follows state travel reimbursement guidelines and rates accessible at www.ofm.wa.gov/policy/10.90.htm.
- D. Contractor shall bill for training events on an A-19 invoice template per billing code according to the Substance Use Disorder and Mental Health Promotion Services Billing Guide and record training events in the HCA Substance Use Disorder Prevention and Mental Health Promotion Online Reporting Systems or Minerva in accordance with the monthly reporting requirements described in Prevention Report Schedule/Due Dates.

# 4.3 Reporting Requirements

Contractor shall report on all requirements as identified in the HCA Substance
Use Disorder Prevention and Mental Health Promotion Online Reporting System

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or Minerva. HCA reserves the right to add reporting requirements based on the requirements of funding sources.

# 4.3.1 Prevention Activity Data Reports

#### Contractor shall:

- A. Ensure that monthly prevention activities are reported in Minerva in accordance with the requirements and timelines set forth.
- B. Ensure accurate and unduplicated reporting.
- C. Ensure proper training of staff and designated staff for back-up Minerva data entry to meet report due dates.
- D. If special circumstances arise and Contractor is unable to enter the data by the reporting deadline(s), Contractor shall ensure any requests for extensions to reporting deadlines are requested in writing and sent directly to the PSM via email five (5) business days before the report due date.
- E. The maximum extension request permitted is ten (10) business days.
- F. Monthly invoices submitted with active data entry extensions will be denied and may be re-submitted by Contractor once data for the month(s) in question is complete.
- G. Contractors with three (3) or more consecutive months of data entry extensions or late reporting or four (4) or more program data entry extensions or late reporting within a six (6) month period shall be required to submit a Corrective Action Plan to HCA.
- H. Extensions granted due to Minerva technical issues will be excluded from this count.
- I. Ensure all required demographic information is provided for individual participant; population reach; aggregate; and mentoring or 1-to-1 services in Minerva.
- J. Report Community Coalition Coordination Staff Hours in Minerva for each month of the calendar year.
- K. Complete prevention reporting, according to the Schedule/Due Dates below:

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Reporting Period	Report(s)	Report Due Dates	Reporting System
Annually and as Action	Enter programs listed on approved Action Plan by HCA into Minerva.	Within 30 business days of	Minerva
Plan revisions			

are approved		Action Plan approval	
Monthly	Prevention activity data input for all active services including coordination staff hours and efforts, services, participant information, training, evaluation tools and assessments.	15th of each month for activities from the previous month	Minerva
As requested	GPRA Measures.	As requested	Minerva or as required
As requested	As required by SAMHSA or HCA/DBHR.	As requested	Minerva or as required

#### 4.3.2 Outcome Measures

- A. Contractor shall report on all required evaluation tools identified in Minerva that measure primary program objective.
  - i) Pre/Post test are required for all recurring direct service programs.
  - ii) Specific surveys for Information Dissemination or Environmental strategies/programs based on specific program to be determined and approved in Action Plan.
- B. Special situations and exceptions regarding evaluation tools identified in Minerva include, but are not limited to, the following:
  - i) Contractor may negotiate with the Contract Manager or designee to reduce multiple administrations of surveys to individual participants.
  - ii) Participants in recurring program groups in which the majority of participants are younger than ten (10) years old on the date of that group's first service.

# 4.3.3 Performance Work Statement/Evaluation.

- A. Contractor shall ensure program results show positive outcomes for at least half of the participants in each program group as determined by Cohorts/Campaigns with individual participant sessions.
  - i) "Positive outcomes" means that at least half of the participants in a group report positive improvement or maintenance as determined by the program measurable objective between pre and post-tests.

- ii) Positive outcomes will be determined using the pre-test and post-test data reported in Minerva.
- iii) Evaluation of Minerva data will occur on the 15th of the month following the final date of service for each group.
- B. HCA shall use the following protocol for evaluation:
  - i) Matched pre-test and post-test pairs will be used in the analysis.
  - ii) To allow for normal attendance drop-off, a 20% leeway will be given for missing post-tests.
  - iii) If there are missing post-tests for entered pre-tests in excess of 20% of pre-tests, missing post-test will be counted as a negative outcome.
  - iv) Example: there are ten (10) pre-tests and seven (7) post-tests. The denominator would be eight (8) and the maximum numerator would be seven (7).
- C. Different groups, as determined by Cohorts/Campaigns, receiving the same program will be clustered by school district.
  - i) In cases where multiple providers are serving the same school district, groups will be clustered by school district and provider.
  - ii) The results of one (1) provider in a given school district will not impact another provider in the same district.
    - a) In cases where the survey instrument selected for a given program includes more than one scale, the scale that is most closely aligned with the measurable objective linked to the program in Minerva will be used.
    - b) Results for groups, as determined by Cohorts/Campaigns, with services that span two (2) contracting periods will be analyzed in the contracting period that the post-test was administered.
  - iii) If fewer than half of the participants in a group, as determined by Cohorts/Campaigns, within a given school district, report positive change in the intended outcome:
    - a) Contractor shall submit a Performance Improvement Plan (PIP) for the non-compliant program to the Contract Manager or designee or designee within forty-five (45) calendar days of notice by HCA.
    - b) Reimbursement for the CSAP Category row on the A-19 for that program will be held until the PIP is approved by Contractor Manager or designee or their designee.
    - c) If a second group, as determined by Cohorts/Campaigns, within that same school district has fewer than half of the participants report positive change in the intended outcome, then the following steps will be taken:

- i. In cases where there is no active non-compliant program, Contractor shall discontinue implementation of that program within the specified geography.
- ii. In cases where the same programs as the noncompliant program are active and continuing in the same school district, those groups, as determined by Cohorts/Campaigns, will be allowed to complete the expected number of sessions. No new groups, as determined by Cohorts/Campaigns, will be started.
- iii. Following the conclusion of all groups, as determined by Cohorts/Campaigns, completing the program, results will be reviewed for those groups.
- iv. If the results do not show positive change for each group, as determined by Cohorts/Campaigns, Contractor shall take the following action:
  - 1. In cases where the program is being delivered by a single provider in the specified geography, Contractor shall discontinue implementation of that program in the specified geography.
  - In cases where the program is being delivered by multiple providers in the specified geography, Contractor shall discontinue implementation of that program by the underperforming provider in the specified geography.
- iv) A program that resulted in the need for a Performance Improvement Plan and Plan during the former Contract period will not carry that record forward into the new Contract period. Implement and monitor prevention programs and reporting to assure compliance with these guidelines.

# **ATTACHMENT 4: DATA SHARING TERMS**

- 1. Description of Data to be Shared / Data Licensing Statements
- 1.1 Contractors collect various data elements associated with prevention programming and service delivery. The Data will be provided by contractors on a monthly and a quarterly basis and entered into Minerva and/or the SAPSIS reporting systems.
- 1.2 Data Use Purpose. The data is used by state and local providers for contract management, program monitoring, and to evaluate outcomes.
- 1.3 Data elements associated with prevention programming including but not limited to:
  - A. Program and service details such as:
    - i. Name of program
    - ii. Program length in time and date
    - iii. Target service populations
    - iv. Target age groups
    - v. Location of activity
    - vi. Number of participants
    - vii. Survey instruments used as well as fidelity plan
    - viii. Indirect and direct hours contributed by program staff and community coalition coordinators
    - ix. EBP status
    - x. CSAP strategy and service code
    - xi. IOM category
    - xii. Target substance and behavioral health problem
- 1.4 The Data may be linked with the following: contract management and cost analysis via PowerBI.

#### 2. HCA System Access Requirements and Process

- 2.1 The Contractor may request access to the Minerva and/or the SAPSIS reporting systems for up to sixty (60) Authorized Users under this Contract.
- 2.3 The Contractor must access the system(s) through the State Governmental Network (SGN), or SecureAccessWashington (SAW), or through another method of secure access approved by HCA in writing.

- 2.4 Contractor Point of Contact. The Contractor Point of Contact will be the single source of access requests and the person HCA will contact for any follow-up information or to initiate an audit under this Contract. Initial point of contact is the person named as Contract Contact on Face page. Contractor Point of Contact may be changed by written notice to the HCA Prevention MIS manager, email acceptable, with a copy to the HCA Contract Manager and HCA Office of Contracts and Procurements at contracts@hca.wa.gov.
- 2.5 HCA will grant the appropriate access permissions to Contractor Authorized Users within 30 calendar days from the date of receipt of a complete and accurate request form. HCA will respond within 5 business days of receipt of request form if there is a need for clarification or revisions to any inaccurate or incomplete request form(s).
- 2.6 HCA does <u>not</u> allow shared User IDs and passwords for use with Confidential Information or to access systems that contain Confidential Information. Contractor must ensure that only Authorized Users access and use the system(s) in this Contract, use only their own User ID and password to access the system(s), and do not allow employees or others who are not authorized to borrow a User ID or password to access any system(s).
- 2.7 Contractor must notify HCA within 5 business days whenever an Authorized User who has access to the Data is no longer employed by the Receiving Part or whenever an Authorized User's duties change such that the user no longer requires access to the Data.
- 2.8 Contractor's access to the systems may be continuously tracked and monitored. HCA reserves the right, at any time, to terminate Data access for an individual, conduct audits of system(s) access and use, and to investigate possible violations of this Contract and/or violations of federal and state laws and regulations governing access to PHI.

## 3. Data Classification

The State classifies data into categories based on the sensitivity of the data pursuant to the Security policy and standards promulgated by the Office of the state of Washington Chief Information Officer. (See Section 4, Data Security, of Securing IT Assets Standards No. 141.10 in the State Technology Manual at <a href="https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-techn

The Data that is the subject of this Contract is classified as indicated below:

3.1 ☐ Category 1 – Public Information

Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure but does need integrity and availability protection controls.

3.2 □ Category 2 – Sensitive Information

Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

3.3 ⊠ Category 3 – Confidential Information

Confidential information is information that is specifically protected from disclosure by law. It may include but is not limited to:

- A. Personal Information about individuals, regardless of how that information is obtained;
- B. Information concerning employee personnel records;
- C. Information regarding IT infrastructure and security of computer and telecommunications systems;
- 3.4 ☐ Category 4 Confidential Information Requiring Special Handling

Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:

- A. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements;
- B. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

#### 4. Constraints on Use of Data/Limited License

- 4.1 Subject to the Terms and Conditions of this Contract, HCA hereby grants Contractor a limited license for the access and Permissible Use of Data. This grant of access may not be deemed as providing Contractor with ownership rights to the Data. The Data being shared/accessed is owned and belongs to HCA.
- 4.2 For Limited Data Sets, Contractor agrees to not attempt to re-identify individuals in the Data shared or attempt to contact said individuals.
- 4.3 If Data shared under this Contract includes data protected by 42 C.F.R. Part 2. In accordance with 42 C.F.R. § 2.32, this Data has been disclosed from records protected by federal confidentiality rules (42 C.F.R. Part 2). The federal rules prohibit Contractor from making any further disclosure(s) of the Data that identifies a patient as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 C.F.R. Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose (42 C.F.R. § 2.31). The federal rules restrict any use of the SUD data to investigate or prosecute with regard to a crime any patient with a substance use disorder, except as provided at 42 C.F.R. §§ 2.12(c)(5) and 2.65.
- 4.4 This Contract does not constitute a release of the Data for the Contractor's discretionary use. Contractor must use the Data received or accessed under this Contract only to carry out the purpose and justification of this Contract as set out in the Data Licensing Statement(s). Any analysis, use, or reporting that is not within the Purpose of this Contract is not permitted without HCA's prior written consent.

- 4.5 This Contract does not constitute a release for Contractor to share the Data with any third parties, including Subcontractors, even if for authorized use(s) under this Contract, without the third party release being approved in advance by HCA and identified in the Data Licensing Statement(s).
- 4.6 Derivative Data Product Review and Release Process.
  - A. All reports derived from Data shared under this Contract, produced by Contractor that are created with the intention of being published for or shared with external customers (Data Product(s)) must be sent to HCA for review of usability, data sensitivity, data accuracy, completeness, and consistency with HCA standards prior to disclosure. This review will be conducted, and response of suggestions, concerns, approval, or notification of additional review time needed provided to Receiving Party within 10 business days. HCA reserves the right to extend the review period as needed for approval or denial.
  - B. Small Numbers. Contractor will adhere to HCA Small Numbers Standards, Attachment C. HCA and Contractor may agree to individual Permissible Use exceptions to the Small Numbers Standards, in writing (email acceptable).
- 4.7 Any disclosure of Data contrary to this Contract is unauthorized and is subject to penalties identified in law.
- 4.8 The Receiving Party must comply with the Minimum Necessary Standard, which means that Receiving Party will use the least amount of PHI necessary to accomplish the Purpose of sharing as described in the attached Attachment A(s): Data Licensing Statement(s).
  - A. Receiving Party must identify:
    - i. Those persons or classes of persons in its workforce who need access to PHI to carry out their duties; and
    - ii. For each such person or class of persons, the category or categories of PHI to which access is needed and any conditions appropriate to such access.
  - B. Receiving Party must implement policies and procedures that limit the PHI disclosed to such persons or classes of persons to the amount reasonably necessary to achieve the purpose of the disclosure, in accordance with the attached Data Licensing Statement(s).

# 5. Data Modification(s)

Any modification to the Purpose, Justification, Description of Data to be Shared/Data Licensing Statement(s), and Permissible Use, is required to be approved through HCA's Data Request Process. Contractor must notify HCA's Contract Manager of any requested changes to the Data elements, use, records linking needs, research needs, and any other changes from this Contract, immediately to start the review process. Approved changes will be documented in an Amendment to the Contract.

# 6. Security of Data

#### 6.1 Data Protection

The Contractor must protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification, or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:

- A. Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
- B. Physically securing any computers, documents, or other media containing the Confidential Information.

## 6.2 Data Security Standards

Contractor must comply with the Data Security Requirements set out in Attachment B and the Washington OCIO Security Standard, 141.10 (<a href="https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets.">https://ocio.wa.gov/policies/141-securing-information-technology-assets.</a>)

# 6.3 Data Disposition and Retention

- A. Contractor will dispose of HCA Data in accordance with this section.
- B. Upon request by HCA, or at the end of the Contract term, or when no longer needed, Confidential Information/Data must be disposed of as set out in Attachment A, Section 5 Data Disposition, except as required to be maintained for compliance or accounting purposes. Contractor will provide written certification to HCA of disposition using Attachment D, Certification of Destruction/Disposition of Confidential Information.

# 7. Data Confidentiality and Non-Disclosure

## 7.1 Data Confidentiality.

The Contractor will not use, publish, transfer, sell, or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with the purpose, justification, and Permissible Use of this Contract, as set out in the attached Data Licensing Statement(s), except: (a) as provided by law; or (b) with the prior written consent of the person or personal representative of the person who is the subject of the Data.

### 7.2 Non-Disclosure of Data

The Contractor must ensure that all employees or Subcontractors who will have access to the Data described in this Contract (including both employees who will use the Data and IT support staff) are instructed and made aware of the use restrictions and protection requirements of this Contract before gaining access to the Data identified herein. The Contractor will also instruct and make any new employee aware of the use restrictions and protection requirements of this Contract before they gain access to the Data.

The Contractor will ensure that each employee or Subcontractor who will access the Data signs the *User Agreement on Non-Disclosure of Confidential Information*, Attachment D hereto. The

Contractor will retain the signed copy of the *User Agreement on Non-Disclosure of Confidential Information* in each employee's personnel file for a minimum of six years from the date the employee's access to the Data ends. The documentation must be available to HCA upon request.

#### 7.3 Penalties for Unauthorized Disclosure of Data

Applicable state laws and federal regulations prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines.

The Contractor accepts full responsibility and liability for any noncompliance by itself, its employees, and its Subcontractors with these laws and any violations of the Contract.

## 8. Data Shared with Subcontractors

If Data access is to be provided to a Subcontractor under this Contract it will only be for the Permissible Use authorized by HCA and the Contractor must include all of the Data security terms, conditions and requirements set forth in this Attachment in any such Subcontract. In no event will the existence of the Subcontract operate to release or reduce the liability of the Contractor to HCA for any Data Breach in the performance of the Contractor's responsibilities.

#### 9. Audit

At HCA's request or in accordance with OCIO 141.10, the Contractor must respond to audit inquiries.

# 10. Data Breach Notification and Obligations

- 10.1 The Data Breach or potential compromise of Data shared under this Contract must be reported to the HCA Privacy Officer at <a href="mailto:PrivacyOfficer@hca.wa.gov">PrivacyOfficer@hca.wa.gov</a> within one (1) business day of discovery.
- 10.2 If the Data Breach or potential compromise of Data includes PHI, and the Contractor does not have full details, it will report what information it has and provide full details within fifteen (15) Business Days of discovery. To the extent possible, these reports must include the following:
  - A. The identification of each individual whose PHI has been or may have been improperly accessed, acquired, used, or disclosed.
  - B. The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery.
  - C. A description of the types of PHI involved;
  - D. The investigative and remedial actions the Contractor or its Subcontractor took or will take to prevent and mitigate harmful effects and protect against recurrence.
  - E. Any details necessary for a determination of the potential harm to Clients whose PHI is believed to have been used or disclosed and the steps those Clients should take to protect themselves; and

- F. Any other information HCA reasonably requests.
- 10.3 The Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or HCA including but not limited to 45 C.F.R. Part 164 Subpart D; RCW 42.56.590; RCW 19.255.010; or WAC 284-04-625.
- 10.4 If notification must, in the sole judgement of HCA, must be made Contractor will further cooperate and facilitate notification to necessary individuals, to the U.S. Department of Health and Human Services (DHHS) Secretary, and to the media. At HCA's discretion, Contractor may be required to directly perform notification requirements, or if HCA elects to perform the notifications, Contractor must reimburse HCA for all costs associated with notification(s).
- 10.5 Contractor is responsible for all costs incurred in connection with a security incident, Data Breach, or potential compromise of Data, including:
  - A. The reasonable costs of notification to individuals, media, and governmental agencies and of other actions HCA reasonably considers appropriate to protect HCA clients.
  - B. Computer forensics assistance to assess the impact of a Data Breach, determine root cause, and help determine whether and the extent to which notification must be provided to comply with Data Breach notification laws.
  - C. Notification and call center services, and other appropriate services (as determined exclusively by HCA) for individuals affected by a security incident or Data Breach, including fraud prevention, credit monitoring, and identify theft assistance; and
  - D. Regulatory defense, fines, and penalties from any claim in the form of a regulatory proceeding resulting from a violation of any applicable privacy or security law(s) or regulation(s).
  - E. Compensation to HCA clients for harms caused to them by any Data Breach or possible Data Breach.
- 10.6 Any Breach of this section may result in termination of the Contract and the demand for return or disposition, as described in Section 6.3, of all HCA Data.
- 10.7 Contractor's obligations regarding Data Breach notification survive the termination of this Contract and continue for as long as Contractor maintains the Data and for any Data Breach or potential compromise, at any time.

## 11. HIPAA Compliance

- 11.1 Contractor must perform all of its duties, activities, and tasks under this Attachment in compliance with HIPAA, and all applicable regulations as promulgated by the U.S. Department of Health and Human Services, Office for Civil Rights, as applicable.
- 11.2 Within ten (10) Business Days, Contractor must notify the HCA Privacy Officer at <a href="mailto:PrivacyOfficer@hca.wa.gov">PrivacyOfficer@hca.wa.gov</a> of any complaint, enforcement, or compliance action initiated by the Office for Civil Rights based on an allegation of violation of HIPAA and must inform

HCA of the outcome of that action. Contractor bears all responsibility for any penalties, fines, or sanctions imposed against Contractor for violations of HIPAA and for any sanction imposed against its Subcontractors or agents for which it is found liable.

## 12. Survival Clauses

The terms and conditions contained in this Attachment that by their sense and context are intended to survive the expiration or other termination of this Attachment must survive. Surviving terms include but are not limited to: Constraints on Use of Data / Limited License, Security of Data, Data Confidentiality and Non-Disclosure, Audit, HIPAA Compliance, and Data Breach Notification and Obligations.

# **ATTACHMENT A: DATA SECURITY REQUIREMENTS**

#### 1. Definitions

In addition to the definitions set out in the Data Use, Security, and Confidentiality Attachment, the definitions below apply to this Attachment.

- 1.1 "Hardened Password" means a string of characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand or exclamation point.
  - A. Passwords for external authentication must be a minimum of 10 characters long.
  - B. Passwords for internal authentication must be a minimum of 8 characters long.
  - C. Passwords used for system service or service accounts must be a minimum of 20 characters long.
- 1.2 **"Portable/Removable Media"** means any data storage device that can be detached or removed from a computer and transported, including but not limited to: optical media (e.g. CDs, DVDs); USB drives; or flash media (e.g. CompactFlash, SD, MMC).
- 1.3 "Portable/Removable Devices" means any small computing device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultramobile PCs, flash memory devices (e.g. USB flash drives, personal media players); and laptop/notebook/tablet computers. If used to store Confidential Information, devices should be federal Information Processing Standards (FIPS) Level 2 compliant.
- 1.4 **"Secured Area"** means an area to which only Authorized Users have access. Secured Areas may include buildings, rooms, or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- 1.5 **"Transmitting"** means the transferring of data electronically, such as via email, SFTP, webservices, AWS Snowball, etc.
- "Trusted System(s)" means the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail, or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
- 1.7 **"Unique User ID"** means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase, or other mechanism, authenticates a user to an information system.

## 2. Data Transmission

2.1 When transmitting HCA's Confidential Information electronically, including via email, the Data must be encrypted using NIST 800-series approved algorithms (<a href="http://csrc.nist.gov/publications/PubsSPs.html">http://csrc.nist.gov/publications/PubsSPs.html</a>). This includes transmission over the public internet.

2.2 When transmitting HCA's Confidential Information via paper documents, the Contractor must use a Trusted System and must be physically kept in possession of an authorized person.

#### 3. Protection of Data

Contractor agrees to store and protect Confidential Information as described:

#### 3.1 Data at Rest:

- A. Data will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data. Access to the Data will be restricted to Authorized Users through the use of access control lists, a Unique User ID, and a Hardened Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Systems which contain or provide access to Confidential Information must be located in an area that is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- B. Data stored on Portable/Removable Media or Devices:
  - Confidential Information provided by HCA on Removable Media will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data.
  - ii. HCA's data must not be stored by the Contractor on Portable Devices or Media unless specifically authorized within the Contract. If so authorized, the Contractor must protect the Data by:
    - a. Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;
    - Control access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;
    - c. Keeping devices in locked storage when not in use;
    - d. Using check-in/check-out procedures when devices are shared;
    - e. Maintain an inventory of devices; and
    - f. Ensure that when being transported outside of a Secured Area, all devices with Data are under the physical control of an Authorized User.
- 3.2 **Paper documents.** Any paper records containing Confidential Information must be protected by storing the records in a Secured Area that is accessible only to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

## 4. Data Segregation

4.1 HCA's Data received under this Contract must be segregated or otherwise distinguishable from non-HCA Data. This is to ensure that when no longer needed by the Contractor, all of HCA's Data can be identified for return or destruction. It also aids in determining whether HCA's Data has or may have been compromised in the event of a security breach.

HCA's Data must be kept in one of the following ways:

- A. on media (e.g. hard disk, optical disc, tape, etc.) which will contain only HCA Data; or
- B. in a logical container on electronic media, such as a partition or folder dedicated to HCA's Data; or
- C. in a database that will contain only HCA Data; or
- D. within a database and will be distinguishable from non-HCA Data by the value of a specific field or fields within database records; or
- E. when stored as physical paper documents, physically segregated from non-HCA Data in a drawer, folder, or other container.
- 4.2 When it is not feasible or practical to segregate HCA's Data from non-HCA data, then both HCA's Data and the non-HCA data with which it is commingled must be protected as described in this Attachment.
- 4.3 Contractor must designate and be able to identify all computing equipment on which they store, process, and maintain HCA Data. No Data at any time may be processed on or transferred to any portable storage medium. Laptop/tablet computing devices are not considered portable storage medium devices for purposes of this Contract provided it is installed with end-point encryption.

# 5. Data Disposition

- 5.1 Consistent with Chapter 40.14 RCW, Contractor shall erase, destroy, and render unrecoverable all HCA Confidential Data and certify in writing that these actions have been completed within thirty (30) days of the disposition requirement or termination of this Contract, whichever is earlier. At a minimum, media sanitization is to be performed according to the standards enumerated by NIST SP 800-88r1 Guidelines for Media Sanitization.
- 5.2 For HCA's Confidential Information stored on network disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in Section 3, above. Destruction of the Data as outlined in this section of this Attachment may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

# 6. Network Security

Contractor's network security must include the following:

- 6.1 Network firewall provisioning;
- 6.2 Intrusion detection;
- 6.3 Quarterly vulnerability assessments; and
- 6.4 Annual penetration tests.

# 7. Application Security

Contractor must maintain and support its software and subsequent upgrades, updates, patches, and bug fixes such that the software is, and remains secure from known vulnerabilities.

#### 8. **Computer Security**

Contractor shall maintain computers that access Data by ensuring the operating system and software are updated and patched monthly, such that they remain secure from known vulnerabilities. Contractor computer device(s) must also be installed with an Anti-Malware solution and signatures updated no less than monthly.

# Offshoring

- 9.1 Contractor must maintain all hardcopies containing Confidential Information only from locations in the United States.
- 9.2 Contractor may not directly or indirectly (including through Subcontractors) transport any Data, hardcopy or electronic, outside the United States unless it has advance written approval from HCA.

# ATTACHMENT B: HCA SMALL NUMBERS STANDARD

# 1. Why do we need a Small Numbers Standard?

It is the Washington State Health Care Authority's (HCA) legal and ethical responsibility to protect the privacy of its clients and members. However, HCA also supports open data and recognizes the ability of information to be used to further HCA's mission and vision. As HCA continues down the path of Data Governance maturity, establishing standards such as this is key in helping HCA analysts and management meet the needs of external data requestors while maintaining the trust of our clients and members and complying with agency, state and federal laws and policies.

Publishing data products that include small numbers creates two concerns. As a reported number gets smaller, the risk of re-identifying an HCA client or member increases. This is especially true when a combination of variables are included in the data product to arrive at the small number (e.g. location, race/ethnicity, age, or other demographic information).

Small numbers can also create questions around statistical relevance. When it comes to publicly posting data products on HCA's internet site, or sharing outside the agency, the need to know the exact value in a cell that is less than 11 must be questioned.

As the agency moves away from traditional, static reports to a dynamic reporting environment (e.g. Tableau visualizations), it is easier for external data consumers to arrive at small numbers. Further, those external consumers have an increasing amount of their own data that could be used to re-identify individuals. As a result, more rigor and a consistent approach needs to be in place to protect the privacy of HCA's clients and members. Until now, some HCA data teams have elected to follow small numbers guidelines established by the Department of Health, which include examples of suppression methods for working with small numbers. HCA is now establishing its own standard, but is planning to work with DOH and other agencies dealing with healthcare data to try and develop a consistent small numbers methodology at a statewide level.

# 1. Scope

HCA often uses Category 4 data to create summary data products for public consumption. This Standard is intended to define one of the requirements for a summary data product to be considered Category 1. Specifically, it is intended to define the level of suppression that must be applied to an aggregated data product derived from Category 4 data for the data product to qualify as Category 1. Category 1 products are data products that are shared external to the agency, in large part those products that are posted on HCA's Internet website (<a href="www.hca.wa.gov">www.hca.wa.gov</a>). The primary scope of this Standard is for those data products posted publicly (e.g. on the website), or, shared as public information.

The following are examples of when this Standard **does not** apply to data products are:

- 1.1 Those shared directly with an external entity outside HCA, the Standard suppression of small numbers would not be required. However, you should notify the recipient that the data products contain sensitive information and should not be shared or published.
- 1.2 Those exchanged under a data share agreement (DSA) that will not be posted or shared outside the Contractor.
- 1.3 Those created for HCA-only internal use.

This standard does not supersede any federal and state laws and regulation.

## 2. Approach

In 2017, an impromptu workgroup was formed to tackle the issue of small numbers and determine what the general approach for handling data products that contain them would be. This initial effort was led by the agency's Analytics, Interoperability and Measurement (AIM) team who had an immediate need for guidance in handling and sharing of data products containing small numbers. The result of that work was a set of Interim Small Numbers Guidelines, which required suppression of cells containing values of less than 10. In addition, data products that contain small numbers are considered Category 2 under HCA's Data Classification Guidelines.

In spring 2018, a new cross-divisional and chartered Small Numbers Workgroup was formed to develop a formal agency standard. Representatives from each of the major HCA divisions that produce data and analytic products were selected. The charter, complete with membership, can be found here (available to internal HCA staff only). The Workgroup considered other state agency standards, and national standards and methods when forming this standard. The Workgroup also consulted business users and managers to determine the potential impact of implementing a small numbers suppression standard. All of this information was processed and used to form the HCA Small Numbers Standard.

## 3. State and National Small Numbers Standards Considered

When developing these standards, HCA reviewed other organizations' small numbers standards at both a state and federal level. At the state level, DOH recently published a revised Small Numbers Standard, which emphasizes the need for suppression for both privacy concerns and statistical relevance. HCA also convened a meeting of other state agencies to discuss their approach and policies (if any) around Small Numbers. Feedback from that convening was also taken into consideration for this Standard as well.

Federal health organizations such as the Centers for Disease Control and Prevention (CDC) and the National Center for Health Statistics (NCHS) also maintain small numbers standards. HCA's federal oversight agency and funding partner, the Centers for Medicare and Medicaid Services (CMS) adopts suppression of any cell with a count of 10 or less.

## 4. WA Health Care Authority Small Numbers Standard

Any HCA external publication of data products are to be compliant with both HIPAA and Washington State privacy laws. Data products are not to contain small numbers that could allow re-identification of individual beneficiaries. HCA analysts are to adhere to the following requirements when developing Category 1 data products for distribution and publication. Category 1 data is information that can be released to the public. These products do not need protection from unauthorized disclosure but do need integrity and availability protection controls. Additionally, all contractors (state and private) that use HCA's data to produce derivative reports and data products are required to adhere to this standard as well. HCA's Contracts team will ensure that proper contractual references are included to this and all HCA Data Release and Publishing Standards. The requirements discussed herein are not intended for Category 2, Category 3, or Category 4 data products.

# 5. HCA's Small Number Standard:

- 5.1 There are no automatic exemptions from this standard.
- 5.2 Standard applies for all geographical representations, including statewide.
- 5.3 Exceptions to this standard will be considered on a case-by-case basis. Contractor must contact HCA contract contact to request exception.
- 5.4 Ensure that no cells with 0 < n < 11 are reported (0 < n < 11 suppressed)

- 5.5 Apply a marginal threshold of 1 10 and cell threshold of 1 10 to all tabulations
- 5.6 (0 < n < 11 suppressed).
- 5.7 To protect against secondary disclosure, suppress additional cells to ensure the primary suppressed small value cannot be recalculated.
- 5.8 Suppression of percentages that can be used to recalculate a small number is also required.
- 5.9 Use aggregation to prevent small numbers but allow reporting of data. Age ranges are a very good example of where aggregation can be used to avoid small numbers but avoid suppressing data (see example below).

# 6. Small Numbers Examples

6.1 Example (Before Applying Standard)

Client Gender	County	Accountable Community of Health (ACH)	Statewide
Male	6	8	14
Female	11	15	26
TOTAL	17	23	40

# 6.2 Example (After Applying Standard)

Client Gender	County	ACH	Statewide
Male	1		14
Female	11	15	26
TOTAL			40

<sup>&</sup>lt;sup>1</sup>In order to protect the privacy of individuals, cells in this data product that contain small numbers from 1 to 10 are not displayed.

The above examples show in order to comply with the standard, analysts must not only suppress directly those cells where n < 11, but also in this case secondary suppression is necessary of the county and ACH totals in order to avoid calculation of those cells that contained small numbers.

## 6.3 Example (Suppression with no aggregation)

Age Range	County	ACH	Statewide
0-3	5 (would be suppressed)	8 (would be suppressed)	13 (would be suppressed)
4-6	7 (would be suppressed)	18	25 (would be suppressed)

	15	23	38
10-12	24	33	57
TOTAL	51 (would be suppressed)	82 (would be suppressed)	133

# 6.4 Example (Using aggregation instead of suppression)

Age Range	County	ACH	Statewide
0-6	12	26	38
7-9	15	23	38
10-12	24	33	57
TOTAL	51	82	133

The above examples provide guidance for using aggregation to avoid small number suppression and still provide analytic value to the end user. Aggregation is an excellent method to avoid presenting information with many holes and empty values.

## ATTACHMENT C: USER AGREEMENT ON NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

(To Be Signed by Each Individual User with Access to Confidential HCA Data)

Your organization has entered into a Data Share Agreement with the state of Washington Health Care Authority (HCA) that will allow you access to data and records that are deemed Confidential Information as defined below. Prior to accessing this Confidential Information you must sign this *User Agreement on Non-Disclosure of Confidential Information*.

## **Confidential Information**

"Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Protected Health Information and Personal Information. For purposes of the pertinent Data Share Agreement, Confidential Information means the same as "Data."

"Protected Health Information" means information that relates to: the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or the past, present or future payment for provision of health care to an individual and includes demographic information that identifies the individual or can be used to identify the individual.

"Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.

# Regulatory Requirements and Penalties

State laws (including, but not limited to, RCW 74.04.060, RCW 74.34.095, and RCW 70.02.020) and federal regulations (including, but not limited to, HIPAA Privacy and Security Rules, 45 C.F.R. Part 160 and Part 164; Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R., Part 2; and Safeguarding Information on Applicants and Beneficiaries, 42 C.F.R. Part 431, Subpart F) prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines.

# User Assurance of Confidentiality

In consideration for HCA granting me access to the Confidential Information that is the subject of this Agreement, I agree that I:

- Will access, use, and disclose Confidential Information only in accordance with the terms of this Agreement and consistent with applicable statutes, regulations, and policies.
- 2. Have an authorized business requirement to access and use the Confidential Information.
- 3. Will not use or disclose any Confidential Information gained by reason of this Agreement for any commercial or personal purpose, or any other purpose that is not directly connected with this Agreement.
- 4. Will not use my access to look up or view information about family members, friends, the relatives or friends of other employees, or any persons who are not directly related to my assigned job duties.
- 5. Will not discuss Confidential Information in public spaces in a manner in which unauthorized individuals could overhear and will not discuss Confidential Information with unauthorized individuals, including spouses, domestic partners, family members, or friends.
- 6. Will protect all Confidential Information against unauthorized use, access, disclosure, or loss by employing reasonable security measures, including physically securing any computers, documents, or other media containing Confidential Information and viewing Confidential Information only on secure workstations in non-public areas.
- 7. Will not make copies of Confidential Information or print system screens unless necessary to perform my assigned job duties and will not transfer any Confidential Information to a portable electronic device or medium, or remove Confidential Information on a portable device or medium from facility premises, unless the information is encrypted and I have obtained prior permission from my supervisor.
- 8. Will access, use or disclose only the "Minimum Necessary" Confidential Information required to perform my assigned job duties.
- 9. Will not distribute, transfer, or otherwise share any software with anyone.
- 10. Will forward any requests that I may receive to disclose Confidential Information to my supervisor for resolution and will immediately inform my supervisor of any actual or potential security breaches involving Confidential Information, or of any access to or use of Confidential Information by unauthorized users.
- 11. Understand at any time, HCA may audit, investigate, monitor, access, and disclose information about my use of the Confidential Information and that my intentional or unintentional violation of the terms of this Agreement may result in revocation of privileges to access the Confidential Information, disciplinary actions against me, or possible civil or criminal penalties or fines.
- 12. Understand that my assurance of confidentiality and these requirements will continue and do not cease at the time I terminate my relationship with my employer.

Signature		
Print User's Name	User Signature	Date

# ATTACHMENT D: CERTIFICATION OF DESTRUCTION/DISPOSAL OF CONFIDENTIAL INFORMATION

(To Be Filled Out and Returned to HCA Contract Manager Upon Termination of Contract)

NAME OF CONTRACTOR:	CONTRACT #:
(C	ontractor) herby certifies that the data elements
listed below or attached, received as a part of t been:	ne data provided in accordance with DSA have
☐ DISPOSED OF/DESTROYED ALL COP	PIES
You certify that you destroyed, and returned if r information received from HCA, or created, ma You certify that you did not retain any copies of	intained, or received by you on behalf of HCA.
Description of Information Disposed of/ Destroy	red:
Date of Destruction and/or Return:	
Date of Destruction and/or Neturn.	
Method(s) of destroying/disposing of Confident	al Information:
Disposed of/Destroyed by:	
Signature	Date
Printed Name:	I
-	
Title:	

# ATTACHMENT 5: FEDERAL COMPLIANCE, CERTIFICATIONS AND ASSURANCES

The following terms are applicable as determined by funds sources included in A&R/FSI Document.

- I. FEDERAL COMPLIANCE The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. For clarification regarding any of these elements or details specific to the federal funds in this contract, contact HCA DBHR Contract Task Order Manager.
  - a. Source of Funds as identified on the A&R/FSI document: In the event this agreement is being funded partially or in full through Cooperative Agreement, the full and complete terms and provisions of which are hereby incorporated into this Contract. The subawardee is responsible for tracking and reporting the cumulative amount expended under HCA Contract K6933.
  - b. Period of Availability of Funds: Pursuant to 45 CFR 92.23, Sub-awardee may charge to the award only costs resulting from obligations of the funding period specified in A&R/FSI document unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated no later than 90 days after the end of the funding period.
  - c. Single Audit Act: A sub-awardee (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Super Circular 2 CFR 200, Subpart F and 45 CFR 75, Subpart F. A sub-awardee who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Super Circular 2 CFR 200. Subpart F and 45 CFR 75. Subpart F.
  - d. *Modifications:* This agreement may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.
    - 1. Examples of items requiring Health Care Authority prior written approval include, but are not limited to, the following:
      - i. Deviations from the budget and Project plan.
      - ii. Change in scope or objective of the agreement.
      - iii. Change in a key person specified in the agreement.
      - iv. The absence for more than one (1) months or a 25% reduction in time by the Project Manager/Director.
      - v. Need for additional funding.
      - vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
      - vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this agreement.
    - 2. No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the Health Care Authority.
  - e. Sub-Contracting: The sub-awardee shall not enter into a sub-contract for any of the work performed under this agreement without obtaining the prior written approval of the Health Care Authority. If sub-contractors are approved by the Health Care Authority, the subcontract, shall contain, at a minimum, sections of the agreement pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any

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- other project federal, state, and local requirements.
- f. Condition for Receipt of Health Care Authority Funds: Funds provided by Health Care Authority to the sub-awardee under this agreement may not be used by the sub-awardee as a match or cost-sharing provision to secure other federal monies without prior written approval by the Health Care Authority.
- g. *Unallowable Costs:* The sub-awardees' expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute allowable costs on the basis of audits, reviews, or monitoring of this agreement.
- h. Supplanting Compliance: Federal Grants will not be used to supplant state funding of substance use disorder prevention and treatment programs. (45 CFR § 96.123(a)(10)).
- i. Citizenship/Alien Verification/Determination: The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a "federal public benefit" must make a citizenship/qualified alien determination/ verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements.
- j. Federal Compliance: The sub-awardee shall comply with all applicable state and federal statutes, laws, rules, and regulations in the performance of this agreement, whether included specifically in this agreement or not.
- k. Civil Rights and Non-Discrimination Obligations During the performance of this agreement, the Contractor shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) <a href="http://www.hhs.gov/ocr/civilrights.">http://www.hhs.gov/ocr/civilrights.</a>

#### **HCA Federal Compliance Contact Information**

Federal Grants and Budget Specialist Health Care Policy Washington State Health Care Authority Post Office Box 42710 Olympia, Washington 98504-2710

II. CIRCULARS 'COMPLIANCE MATRIX' - The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the Washington State Health Care Authority (HCA), as the primary recipient of federal funds and then follow the funds to the sub-awardee City of Lakewood. The federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by sub-awardee organization type.

	OMB CIRCULAR		
ENTITY TYPE	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State. Local and Indian Tribal Governments and Governmental Hospitals	OMB Super Circular 75. Subpart F	2 CFR 200, Sub	part F and 45 CFR
Non-Profit Organizations and Non- Profit Hospitals			
Colleges or Universities and Affiliated Hospitals			
For-Profit Organizations			

III. **STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES -** Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington State Health Care Authority.

#### CERTIFICATIONS

#### 1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

I. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Section 2 of this certification; and have not within a 3-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

### 2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- I. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; Establishing an ongoing drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The contractor's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- II. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (I) above;
- III. Notifying the employee in the statement required by paragraph (I), above, that, as a condition of employment under the contract, the employee will
  - a. Abide by the terms of the statement; and
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- IV. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (III)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- V. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (III) (b), with respect to any employee who is so convicted
  - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended: or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- VI. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (I) through (V).

For purposes of paragraph (V) regarding agency notification of criminal drug convictions, HCA has designated the following central point for receipt of such notices:

Legal Services Manager WA State Health Care Authority PO Box 42700 Olympia, WA 98504-2700

### 3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain federal contracting and financial transactions," generally prohibits recipients of federal grants and cooperative agreements from using federal (appropriated) funds for lobbying the Executive or Legislative Branches of the federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a federal grant or cooperative agreement must disclose lobbying undertaken with non-federal (nonappropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

- VII. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- VIII. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- IX. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

# 4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

### 5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education

or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all sub-recipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

# 6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS INSTRUCTIONS FOR CERTIFICATION

- I. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
- II. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- III. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency may terminate this transaction for cause of default.
- IV. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- V. 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 meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
- VI. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by HCA.

- VII. The prospective contractor further agrees by submitting this contract that it will include the clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- VIII. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
- IX. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- X. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, HCA may terminate this transaction for cause or default.

# 7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

- I. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 7(I)(b) of this certification; and
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state or local) terminated for cause or default.
- II. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

# **CONTRACTOR SIGNATURE REQUIRED**

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Please also print or type name:	
ORGANIZATION NAME: (if applicable)	DATE

# **ATTACHMENT 6: SAMHSA FEDERAL GENERAL TERMS AND CONDITIONS**

# SAMHSA Grants Management:

Recipients must comply with standard terms and conditions for the fiscal year in which the grant was originally awarded. Grant fiscal years are included on the A&R/FSI Document.

Grant awards issued with funds from SAMHSA are subject to legally binding requirements called standard terms and conditions. These are provided by HHS. By drawing funds from the Payment Management System, the grantee agrees to the terms and conditions of the award.

Recipients are responsible to ensure they are following the most updated guidance. Guidance is regularly updated and posted <a href="https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions">https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions</a>

It is Contractor's sole responsibility to ensure that it is aware of, and in compliance with, the updated SAMHSA guidance referenced above.

# ATTACHMENT 7: SOR III - H79TI085727 TERMS AND CONDITIONS

# **SOR 2022 Special Terms and Conditions**

- 1. Only U.S. Food and Drug Administration (FDA) approved products that address opioid use disorder and/or opioid overdose can be purchased with Opioid SOR grant funds.
- Medication for Opioid Use Disorder (MOUD) using one of the FDA-approved medications for the maintenance treatment of opioid use disorder. MOUD includes methadone, buprenorphine products, including single-entity buprenorphine products, buprenorphine/naloxone tablets, films, buccal preparations, long-acting injectable buprenorphine products, and injectable extendedrelease naltrexone.
- 3. SOR grant funds must be used to fund prevention, harm reduction, treatment, and recovery support services and evidence-based practices that are appropriate for the population(s) of focus.
- 4. SOR funds shall not be utilized for services that can be supported through other accessible sources of funding such as other federal discretionary and formula grant funds, ((e.g., HHS, CDC, CMS, HRSA, and SAMHSA), DOJ (OJP/BJA)), and non-federal funds, third party insurance, and sliding scale self-pay among others.
- 5. SOR funds for treatment and recovery support services shall only be utilized to provide services to individuals that specifically address opioid or stimulant misuse issues. If either an opioid or stimulant misuse problem (history) exists concurrently with other substance use, all substance use issues may be addressed. Individuals who have no history of or no current issues with opioids or stimulants misuse shall not receive treatment or recovery services with SOR grant funds.
- 6. Funds may not be expended through the grant or a subaward by any agency which would deny any eligible client, patient or individual access to their program because of their use of FDA-approved medications for treatment of substance use disorders (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine monoproduct formulations, naltrexone products including extended-release and oral formulations or long acting products such as extended release injectable or implantable buprenorphine.) Specifically, patients must be allowed to participate in methadone treatment rendered in accordance with current federal and state methadone dispensing regulations from an Opioid Treatment Program and ordered by a physician who has evaluated the client and determined that methadone is an appropriate medication treatment for the individual's opioid use disorder. Similarly, medications available by prescription or office-based implantation must be permitted if it is appropriately authorized through prescription by a licensed prescriber or provider. In all cases, MOUD must be permitted to be continued for as long as the prescriber or treatment provider determines that the medication is clinically beneficial. Recipients must assure that clients will not be compelled to no longer use MOUD as part of the conditions of any programming if stopping is inconsistent with a licensed prescriber's recommendation or valid prescription.

- 7. Procurement of DATA waiver training is not allowable use of SOR funds as this training is offered free of charge from SAMHSA at pcssnow.org. No funding may be used to procure DATA waiver training by recipients or subrecipients of SOR funding.
- 8. SOR funds shall not be utilized to provide incentives to any Health Care Professional for receipt of a Data Waiver or any type of Professional Development Training.
- 9. SOR funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder and stimulant use disorder. SOR funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory and public policy. requirements."); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase, or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.
- 10. Subrecipients must also comply with SAMHSA's standard funding restrictions, included below.

## SAMHSA Standard Funding Restrictions

HHS codified the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards*, 45 CFR Part 75. In Subpart E, cost principles are described and allowable and unallowable expenditures for HHS recipients are delineated. 45 CFR Part 75 is available at <a href="https://ecfr.federalregister.gov/current/title-45/subtitle-A/subchapter-A/part-75">https://ecfr.federalregister.gov/current/title-45/subtitle-A/subchapter-A/part-75</a>.

Unless superseded by program statute or regulation, follow the cost principles in 45 CFR Part 75 and the standard funding restrictions below.

You may also reference the SAMHSA site for grantee guidelines on financial management requirements at

https://www.samhsa.gov/grants/grants-management/policies-regulations/financial-management-requirements.

SAMHSA grant funds may not be used to:

- A. SAMHSA grant funds may not be used to purchase, prescribe, or provide marijuana or treatment using marijuana. See, e.g., 45 C.F.R. 75.300(a) (requiring HHS to ensure that Federal funding is expended in full accordance with U.S. statutory and public policy requirements); 21 U.S.C. 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase, or distribution of marijuana).
- B. Pay for promotional items including, but not limited to, clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags (See 45 CFR 75.421(e)(3)).

- C. Pay for the purchase or construction of any building or structure to house any part of the program. Minor alterations and renovations (A&R) may be authorized for up to \$150,000 or 5% of the overall indirect costs (whichever is more) of a given budget period for existing facilities, if necessary and appropriate to the project. Minor A&R may not include a structural change (e.g., to the foundation, roof, floor, or exterior or loadbearing walls of a facility, or extension of an existing facility) to achieve the following: Increase the floor area; and/or, change the function and purpose of the facility. All minor A&R must be approved by SAMHSA.
- D. Make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services (See 42 U.S.C. § 1320a-7b).
  - a. Note: A recipient or treatment or prevention provider may provide up to \$30 non-cash incentive to individuals to participate in required data collection follow-up. This amount may be paid for participation in each required follow-up interview. For programs including contingency management as a component of the treatment program, clients many not receive contingencies totaling more than \$75 per budget period. The contingency amounts are subject to change.
- E. Meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the Special Terms and Conditions. (See <a href="https://www.hhs.gov/grants/contracts/contract-policies-regulations/spending-on-food/index.html">https://www.hhs.gov/grants/contracts/contract-policies-regulations/spending-on-food/index.html</a>)
- F. General Provisions under Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act Public Law 116-260, Consolidated Appropriations Act, 2021, Division H, Title V, Section 527, notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. Provided, that such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law.
- G. **Salary Limitation**: The Consolidated Appropriations Act, 2021 (Public Law 116-260), Division H, Title II, Section 202, provides a salary rate limitation. The law limits the salary amount that may be awarded and charged to SAMHSA grants and cooperative agreements. Award funds may not be used to pay the salary of an individual at a rate more than Executive Level II, which is \$203,700. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to your organization. This salary limitation also applies to subrecipients under a SAMHSA grant or cooperative agreement. Note that these or other salary limitations will apply in the following fiscal years, as required by law.

# REQUEST FOR COUNCIL ACTION

DATE ACTION IS	TITLE: Authorization of Pierce County	TYPE	OF ACTION:
REQUESTED: August 21, 2023	ARPA Subgrantee Agreement Tacoma/Pierce County Habitat for		ORDINANCE
11ugust 21, 2023	Humanity in the amount of \$159,000 for		RESOLUTION
REVIEW:	sewer and infrastructure improvements at American Lake Townhomes housing	<u> </u>	MOTION NO. 2023-78
August 21, 2023	development.		OTHER
	ATTACHMENTS: 1. PC ARPA Subgrantee Agreement		

**SUBMITTED BY:** Jeff Gumm, Program Manager and Dave Bugher, Assistant City Manager for Development Services

**RECOMMENDATION:** It is recommended that the Mayor and City Council authorize the City Manager to execute a Subgrantee Agreement with Tacoma-Pierce County Habitat for Humanity in the amount of \$159,000 in American Rescue Plan Act funding for the development of sewer and infrastructure improvements at their American Lake Townhomes development site along Boat St. SW. The housing development project will provide 10 new homes for low-income homeownership opportunities and future service connections to another 17 existing dwelling units.

**<u>DISCUSSION</u>**: Pierce County is providing funding through the ARPA Sewer and Water Utility Infrastructure Grant Program in support of improving public health and addressing housing availability due to impacts from the COVID-19 pandemic. The County developed a grant program to allocate federal American Rescue Plan Act (ARPA) stimulus funding for sewer and water system infrastructure improvements. A total \$9.6 million is being awarded to various municipal infrastructure projects throughout the county.

Lakewood has been awarded \$159,000 in support of Tacoma-Pierce County Habitat for Humanity's redevelopment along Boat St SW and 88th St. Ct. SW. Funding will be used to construct a sanitary sewer extension beginning at 15116 Portland Ave. SW and running to 88th St. Ct. SW ending at Boat St. SW. The extension will involve a total of 705 linear feet of sewer main with five manholes and will provide service to 10 new dwelling units being constructed by Habitat, and will provide for future sewer connection to another 17 existing dwelling units (project commonly known as American Lake Townhomes). (Continued to page 2)

**ALTERNATIVE(S):** The Council can choose not to authorize the acceptance of ARPA funding from Pierce County in support of the American Lake Townhomes project.

**FISCAL IMPACT:** There is no fiscal impact to the City General Fund. These funds are being provided as a grant to the city through a Pierce County grant process. No additional city funding is required for match and no additional funding will be required for local administration of the project. Funding will dovetail into an already funded HOME affordable housing development project.

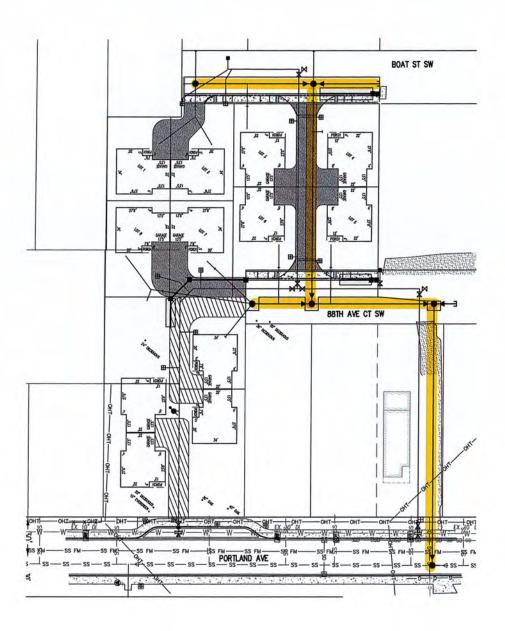
Jeff Gumm	(John V. Cavefrel
Prepared by	City Manager Review
Department Director	418

**Project Information:** Funding for this project will fit seamlessly into an already approved affordable housing development project in which the Council has already approved \$600,000 in HOME funding and \$254,100 in City of Lakewood ARPA funding. The additional Pierce County funding will fill a budget shortfall required to finish a sewer extension and multiple manholes required by Pierce County Sewers. New water lines are also being installed to serve the project. All other project funding is committed and accounted for.

See map detailing location of sewer extension below.

Approval of Funding: Staff is requesting concurrence with this proposal to authorize the City Manager to execute a subgrentee agreement with Tacoma-Pierce County Habitat for Humanity in the amount of \$159,000 in support of sewer extension for the American Lake Townhomes affordable housing development project Approval of funding is proposed as a consent agenda motion item. A copy of the Tacoma-Pierce County Habitat for Humanity – American Lake Townhomes Sewer Extension Subgrantee Agreement has been attached for review.

# **Project Map:**



# **SUBGRANTEE AGREEMENT**

# Tacoma-Pierce County Habitat for Humanity – American Lake Townhomes Sewer Extension

Start: August 7, 2023 End: February 28, 2024

# BY: City of Lakewood

# SUBGRANTEE

Tacoma-Pierce County Habitat for Humanity 4824 South Tacoma Way Tacoma, WA 98409

Contact: Maureen Fife, Executive Director Telephone: (253) 627-5626

# Subgrantee Agreement: Tacoma-Pierce County Habitat for Humanity – American Lake Townhomes Sewer Extension

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#### **CITY OF LAKEWOOD**

Title: Tacoma-Pierce County Habitat for Humanity – American Lake Townhomes Sewer Extension

Starting Date: August 7, 2023 End Date: February 28, 2024

Pierce County ARPA funding - \$159,000.00

Subgrantee: Tacoma-Pierce County Habitat for Humanity

Contact: Maureen Fife Telephone: (253) 627-5626

# SUBGRANTEE AGREEMENT

Between the CITY OF LAKEWOOD, through its Community Development Department (identified in this document as the "City") and **Tacoma-Pierce County Habitat for Humanity** (identified in this document as the Subgrantee), for the project identified as **Tacoma-Pierce County Habitat for Humanity – American Lake Townhomes Sewer Extension** which is a federally funded project through the American Rescue Plan Act (ARPA), with funds received through Pierce County, WA. Funds from ARPA are provided to support the improvement of public health and to address housing availability in response to the impacts of the coronavirus pandemic. The parties of this Agreement are desirous of entering into an agreement as follows:

**WITNESS:** The parties hereto agree to faithfully perform the following services in accordance with stated terms and conditions.

### I. SCOPE OF SERVICES

The Subgrantee will use grant funding to construct, and manage a project to provide for sanitary sewer main extension beginning at 15116 Portland Ave SW and running to 88<sup>th</sup> St. Ct. SW ending at Boat St. SW. This extension will involve a total of 705 linear feet of sewer main with five manholes and will provide service to 10 new dwelling units as well as the possibility of future service to another 17 existing dwelling units. The beneficiary will include a water main extension in the construction and will follow a similar route of installation. Construction will provide water and sewer service to an area where none presently exists.

#### II. CONSIDERATION

- A. In consideration of the mutual promises given and the benefits to be derived from this Agreement, the City agrees to provide Pierce County ARPA funding in the amount of: **\$159,000.00 (One Hundred Fifty Nine Thousand and 00/100 dollars)** to accomplish the Scope of Services described above. The project timeline, appropriate project milestones, and corresponding budget are described herein in Exhibit A, Statement of Work.
- B. The project tracking and accounting codes for this project will be:

# **HABITAT - PC ARPA**

C. This code should be referenced in all documents and reimbursement requests forwarded to the City.

# III. PERIOD OF PERFORMANCE

The Agreement shall be effective August 7, 2023 and, subject to Article IV of Exhibit D, shall be completed no later than February 28, 2024, or until all funds are expended, whichever occurs later.

# IV. INSURANCE AND BONDS

The Subgrantee and its Contractors and Consultants shall maintain insurance and bonds as specified in Exhibit C.

# V. GENERAL TERMS AND CONDITIONS

The general terms and conditions of this Agreement are provided as Exhibit D, which is made a part of this Agreement.

# CITY OF LAKEWOOD CONTRACT SIGNATURE PAGE

Contract # HABITAT - PC ARPA

Tacoma-Pierce County Habitat	for Humanity	CITY OF LAKEWOOD	
Signature	Date	John J. Caulfield, City Manager	Date
Printed Name		Attest: Briana Schumacher City Clerk	Date
Address: 4824 South Tacoma Way Tacoma, WA 98409		Heidi Ann Wachter City Attorney (as to form only)	11/2023 Date

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Federal Tax ID: 58-1735531

# STATEMENT OF WORK

# I. GENERAL

- A. The Subgrantee will use grant funding to construct, and manage a project to provide for sanitary sewer main extension beginning at 15116 Portland Ave SW and running to 88<sup>th</sup> St. Ct. SW ending at Boat St. SW. This extension will involve a total of 705 linear feet of sewer main with five manholes and will provide service to ten new dwelling units as well as the possibility of future service to another 17 existing dwelling units. The beneficiary will include a water main extension in the construction and will follow a similar route of installation. Construction will provide water and sewer service to an area where none presently exists.
- B. The following schedule applies to major milestones and deliverables for Subgrantee:

Milestone	Milestone	Specific Deliverables	Schedule	Reimbursement
Number	Description			per Milestone
1	Short Plat	First Submittal	8/9/202 <b>1</b>	None
2	Sanitary Sewer	First Submittal	12/30/2021	None
3	Site Development Plans	First submittal	12/29/2021	None
4	Water Main Extension Plans	First Submittal	12/29/2021	None
5	Street Vacation (section of 88 <sup>th</sup> Ave. Ct. SW)	Approved & Adopted by Lakewood City	9/6/2022	None
6	Short Plat	Final approval	3/7/2023	None
7	Site Development Plans	Final approval	5/8/2023	None
8	Sanitary Sewer Plans	Final approval	4/20/2023	None
9	Contractor Selection	Signed Contract	July 2023	None
10	Contractor Mobilization	Commencement of Work	August 2023	\$16,000
11	Contractor Progress Payment	Approximately 25% Complete	September 2023	\$24,000
12	Contractor Progress Payment	Approximately 45% Complete	October 2023	\$32,000
13	Contractor Progress Payment	Approximately 65% Complete	November 2023	\$32,000
14	Infrastructure Complete	100% Complete	December 2023	\$55,000
Total				\$159,000

# II. SUBGRANTEE RESPONSIBILITY

- A. To accomplish this intent, the Subgrantee shall:
  - 1. Comply with all noted regulations, requirements, and conditions of the Agreement.
  - 2. Complete the extension of sewer and water as described in the Scope of Services as detailed herein.
  - 3. Evidence contract compliance and provide contract documentation as follows. Compliance will be judged by the following performance criteria:
    - a. Total number of residences connected, including address of unit(s) connected.
    - b. Demographic information (age, gender, race/ethnicity, address, total household income, head of household, total number in household, etc.).
    - c. Outcomes over time how the project positively impacted its targeted audience.
    - d. Provide any and all reporting information required by Pierce County, WA and the City of Lakewood.
    - e. Subgrantee preparing in consultation with the Community
      Development Department, all specifications and bid documents to
      incorporate and include Federal compliance requirements and
      procurement regulations.
    - f. Subgrantee obtaining all required permits, completing environmental checklists or other assessments as may be necessary. Funds shall not be committed by the Subgrantee or any subrecipient, CDBG or otherwise, prior to notification by the City of successful completion of a NEPA Part 58 Environmental Review.
    - g. Subgrantee shall evaluate bids, and recommend to the City for approval the award/non-award of contracts for procurement and installation.
    - h. Subgrantee conducting periodic construction, site and safety inspections. The Subgrantee shall ensure all laborers and mechanics employed by contractors and subcontractors in the performance of the project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of labor and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts").
    - Subgrantee shall ensure compliance with Revised Code of Washington (RCW 39.12 (Prevailing Wages on Public Projects) and provide the City with affidavits of certified payroll and appropriate documents as required by the City for compliance from contract award to closeout.
    - j. Subgrantee officially "accepting" project from vendor(s) and forwarding a copy of such acceptance to the City.
    - k. Subgrantee representatives meeting with representatives from the City as may be necessary to implement and complete the project.

- I. The Subgrantee shall maintain proof that all contractor(s) and/or consultants used in conjunction with this Agreement are not federally debarred from participation in any federally funded program through SAM.GOV and Labor & Industries Debarred Contractor List.
- m. Subgrantee shall maintain records of all volunteers performing work as part of this Agreement, including name, address, and the hours of work they performed.
- n. Submit monthly construction progress reports (Attachment A) to the City until construction is completed and a certificate of occupancy, or equivalent, is obtained.
- o. Maintain project documentation related to procurement of goods and services associated with the development and construction of the Client Services Center facility improvements. Encourage MWBE local business participation.
- p. Subgrantee complying with procurement regulations for goods and services for ARPA funds.
- B. Failure to implement the project or to demonstrate substantial progress within 90 days of signature of this Agreement, or to meet an average of 90 percent of the performance criteria for three consecutive months shall cause the City to re-evaluate the need for, and methods of the project. The result of such reevaluation may necessitate restructuring of the project; redefinition of goals and objectives; or, termination of the contract for lack of need, ineffective or improper use of funds, and/or failure to implement the project in a timely and reasonable manner.
- C. The Subgrantee shall complete reports and provide information as required by the City to demonstrate compliance with regulations, eligibility, goals and objectives; to support the City's reporting requirements in accordance with the City's ARPA Beneficiary Agreement SC-109999 with Pierce County; and provide all reports required by the City. The format of the all reporting shall be as specified by the City. Additional reports to support activities may be required.
- D. The Subgrantee shall refund to the City of Lakewood any payment or partial payment expended by the Subgrantee or its Contractors and Consultants, which is subsequently found to be ineligible, inappropriate or illegal.

### III. CITY RESPONSIBILITIES

- A. To accomplish the intent of this project the City shall:
  - 1. Provide administrative and financial oversight and direction in accordance with established laws and regulations.
  - 2. The City shall regularly consult with Subgrantee, on all matters of significance concerning the project.
  - 3. Provide technical assistance to the Subgrantee and its contractors and subcontractors, particularly regarding compliance with federal and local laws and regulations and in development of processes and procedures to assure attainment of project goals and objectives.
  - 4. Monitor and evaluate program performance against performance criteria noted above. On-site visits will be required to examine program and client files for compliance.

5. Pay, on a timely basis, all Subgrantee, consultant, contractor and/or supplier, or other associated requests for payment, which are eligible and appropriate for payment, and which are supported by sufficient documentation.

# **BUDGET AND FINANCIAL REQUIREMENTS**

American Lake Townhomes Sewer Extension costs \$159,000.00

Total \$159,000.00

#### I. APPLICABLE REGULATIONS AND RESTRICTIONS

It is understood that federal American Rescue Plan Act (ARPA) funding provided by this Agreement, are federal funds administered by the City as a subgrantee to Pierce County, WA and are subject to those regulations and restrictions normally associated with federal programs including: 2 CFR Part 200, the Washington State BAR's Manual, and other such uniform administrative requirements for grants-in-aid now in effect or which hereafter may be made applicable by local, state or federal laws or regulations. All of the above is incorporated in this Agreement by reference.

# II. APPROVED USES, GRANT FUNDS

It is expressly understood that ARPA funds may only be used for costs applicable to this Agreement which are included in the attached, approved project budget, may not be used for the general administration or operation of the Subgrantee, and may not replace non-federal funds in any jointly funded project.

### III. INAPPROPRIATE FUNDS OBLIGATION

- A. ARPA funds shall not be obligated for:
  - 1. Costs incurred prior to October 27, 2022, as provided in the City's ARPA Beneficiary Agreement SC-109999 with Pierce County, unless specifically authorized by the City in writing.
  - 2. Any action subsequent to an order from the City for suspension or termination of the project, except as may be reasonably necessary for the protection of life and property; which could not otherwise be avoided; or which is otherwise eligible if the action precipitating the order for suspension or termination is found to be acceptable to the City.
  - 3. Costs subsequently found to be ineligible or inappropriate pursuant to federal regulations.
- B. The Subgrantee shall refund to the City of Lakewood any payment or partial payment expended by the Subgrantee or its Contractors and Consultants, which is subsequently found to be ineligible, inappropriate or illegal.

# IV. PAYMENT REQUESTS

Payment shall be by periodic request from the Subgrantee on its letterhead for approval by the City, for payment or reimbursement of costs actually incurred, or profit earned, supported by appropriate documentation, which proves beyond reasonable doubt that such payments are eligible and appropriate. Specific details regarding payment procedures may be worked out between the parties. The Subgrantee is prohibited from submitting claims in excess of actual requirements for carrying out the program. At a minimum, Subgrantee shall submit a payment request at least once during any month in which the Subgrantee or its contractors or consultants has expenditures of \$1,000 or more.

### V. MULTIPLE YEAR FUNDING

Subgrantees whose projects are funded by multiple agencies or from multiple funding years, shall indicate in the project budget the agency and/or funding year from which the funds derive, and how those funds will be utilized.

# VI. PROGRAM INCOME

Program income generated as a result of this project shall not be utilized by the Subgrantee. When program income is authorized to be utilized by the Subgrantee, that program income shall be substantially disbursed/expended before requesting release of additional ARPA funding from the City.

# VII. UNEXPENDED FUNDS AND INCOME

At the conclusion of this Agreement, all unexpended ARPA funds and any uncollected and/or unexpended program income remaining in Subgrantee's accounts, shall be immediately returned to the account of the City of Lakewood unless specifically authorized to the contrary by Exhibit A to this Agreement or by a Change Order to that Exhibit.

# **INSURANCE AND BONDS**

### I. GENERAL

The following insurance and bonding requirements shall be applicable to the Subgrantee, its contractors and consultants. *Note: The City of Lakewood is to be named as an additional insured on all insurance policies.* 

### II. INSURANCE

The Subgrantee and its contractors and consultants shall carry throughout the life of this Agreement, General Liability insurance, Comprehensive Automobile Liability Insurance and such other coverage as may be appropriate. The Subgrantee shall complete a Certificate of Insurance, which is to be made part of this Agreement, such liability coverage to be not less than \$1,000,000.

# III. BID BOND (As Appropriate and Required)

For any competitive construction bids required as part of this project, each bidder shall be required to submit with its bid, a bid bond in an amount not less than 5 percent of the value of the base bid, or in lieu of such bond, to provide other acceptable security in a like amount.

# IV. CONSTRUCTION, PERFORMANCE & PAYMENT BONDS

Each construction contractor on this project shall be required to maintain, throughout the life of any construction contract, a 100 percent performance bond. Each construction contractor shall also maintain throughout the life of any construction contract, a payment bond, guaranteeing payment to subcontractors and suppliers in an amount equal to the total amount of work and materials to be subcontracted and/or purchased.

# V. HOLD HARMLESS

The Subgrantee shall defend, protect, and hold the City harmless for any loss, damage, action, expense, claim or demand resulting from the Subgrantee's or any subcontractor's negligent omission or failure to comply with the provisions of this Agreement, any federal requirement, or failure to maintain adequate records to demonstrate such compliance. No waiver of performance by either party to this Agreement shall be construed or operate as a waiver of any subsequent requirement under any terms, covenants, or conditions of this Agreement. These provisions shall survive expiration of this Agreement.

The Subgrantee, and its contractors, subcontractors and consultants, agrees to defend, indemnify, and hold harmless the City of Lakewood, its appointed and elected officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officials or employees for damages because of personal or bodily injury, including death, at any time resulting therefrom, sustained by any person or persons and on account of damage to property including the loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Subgrantee, its contractors or subcontractors, and the City of Lakewood, its appointed and elected officials, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the City, its appointed or elected officials or employees.

# **GENERAL TERMS AND CONDITIONS**

#### I. CHANGES AND AMENDMENTS

- A. All changes and amendments to this Agreement, except for the return of unused funds following project completion, shall be by written, formal Change Order in a style and form acceptable to the City.
- B. No change or amendment to this Agreement shall be implemented pending execution by both parties of the formal Change Order, except when immediate implementation of the change or amendment shall be necessary and reasonable to protect life or property, or could not otherwise be avoided. In such instance, verbal confirmation shall be obtained as quickly as reasonably possible and a formal Change Order issued within three working days.

### II. RELATIONSHIP

The relationship of the Subgrantee to the City shall be that of an independent agency. The Subgrantee shall have no authority to execute contracts or make agreements or commitments on behalf of the City and nothing in this Agreement shall be deemed to create the relationship of employer/employee or principal/agent between the parties.

### III. ASSIGNABILITY

The Subgrantee shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any party without prior written consent of the City.

# IV. SUSPENSION AND TERMINATION

- A. There are five reasons for suspension or termination of this agreement. They are:
  - 1. **By fulfillment.** The contract will be considered to be terminated upon fulfillment of its terms and conditions.
  - 2. **By mutual consent.** The Agreement may be terminated, or closed in whole or in part at any time if both parties consent to such termination or closure, the terms of which shall be documented in a Change Order to the Agreement.
  - 3. **By 15-day notice for convenience.** The City of Lakewood may suspend or terminate this Agreement in whole or in part, for convenience, upon 15 days written notice to the Subgrantee.
  - 4. **For cause.** The City of Lakewood may suspend or terminate this Agreement in whole or in part, for cause, when the Subgrantee has failed in whole or in part to meet its commitments and obligations as outlined below and when the City of Lakewood deems continuation to be detrimental to its interests. Cause includes:
    - a) failure to comply with the terms and conditions of this Agreement, or to substantiate compliance;
    - b) ineffective, improper or illegal use of project funds or resources.

- c) provision of materials, information, reports or documentation which is incomplete, incorrect or false, either knowingly or inadvertently;
- d) failure to implement the project or to proceed thereon in accordance with approved project schedules;
- e) any illegal act; or
- f) Failures to resolve in a timely fashion, audit findings associated with this or other federally funded programs.
- 5. **By impossibility.** The City of Lakewood may suspend or terminate this Agreement in whole or in part if, for any reason, the carrying out of this Agreement in the time and manner specified is rendered unfeasible or impossible.
- B. In the event of suspension or termination for convenience or cause, the City of Lakewood shall provide formal, written notification of that fact to the Subgrantee by certified letter, or by letter requiring the Subgrantee's acknowledgement of receipt.
- C. Upon receipt of such written notification, the other party shall immediately take action to comply, ceasing or stopping at its earliest opportunity such operations as may reasonably be stopped without endangering life or property. All actions for cause covered by the notice are to be fully suspended or terminated as quickly as possible but no more than five calendar days following receipt of said notification. All actions for convenience covered by the notice are to be fully suspended or terminated as quickly as possible but no more than 15 days following receipt of such notification. When additional actions of the Subgrantee are required to protect life or property, it shall immediately notify the City of Lakewood in writing of such actions and shall proceed to implement any further written instructions of the City of Lakewood.
- D. In the event of such suspension or termination by the City of Lakewood, the Subgrantee may recover any reasonable and otherwise allowable costs incurred in compliance with written direction of the City of Lakewood relative to activities required to complete outstanding work or additional work resulting from such suspension or termination.
- E. The City of Lakewood may withhold or suspend payments due under this Agreement for any lawful purpose, but shall provide written instruction to the Subgrantee within five working days indicating actions which may be taken by them to release payment or remove suspension.
- F. Termination of this agreement by the City at any time, with or without prior notice, shall not constitute a breach of this agreement.
- G. Actions by either party under this Article shall not constitute a waiver of any claim by either party arising from conditions or situations leading to such suspension or termination.

# V. PROCUREMENT, SUBCONTRACTS

The Subgrantee may, upon the City's prior review and specific written approval of the contract instrument, enter into any contract or procurement action authorized or necessary for the successful completion of this Agreement (other than contracts for incidental procurements not directly related to the accomplishment of this project which do not require City approval). All procurement actions and contracts other than incidental procurements shall be structured in accordance with applicable state and federal law relating to

contracting by public agencies. Contact the City for specific language to be incorporated in each contract or procurement action.

### VI. SEVERABILITY

If any provision of this Agreement or portion thereof is held invalid, the remainder of this Agreement shall not be affected, providing the remainder continues to conform to applicable federal and state law and regulations.

# VII. RECORDS

Project records must be retained for a period of at least six (6) years after completion or closure of the project. The public shall be granted reasonable access to all "public records".

The Subgrantee shall establish and maintain current, throughout the term of this agreement, the records described in this paragraph and more specifically set forth in accordance with 2 CFR Part 200. Except where otherwise specifically provided, all records shall be kept on accessible file for six years after the contract completion date and be available for inspection by City, State, County or Federal officials, auditors or other authorized agents. Records to be maintained are:

- A. This agreement, amendments and requests for approval.
- B. Complete description of funded activity, location, and clients served.
- C. Financial data showing the source and application of all funds, and recording funds received under this agreement as well as all other receipts, assets, authorizations and appropriations, obligations, disbursements and unobligated balances in accordance with 2 CFR Part 200.
- D. Subgrantees program policies and procedures, employee qualifications, training and evaluation, and agency's self-evaluation.
- E. Real and personal property acquired or improved in whole or in part with ARPA funds as required in accordance with 2 CFR Part 200.
- F. Subgrantee's standard operating procedures for authorizing and executing purchases and contract procurement, and records documenting individual purchases or contracts in accordance with 2 CFR Part 200.
- G. Non-discrimination and equal opportunity as it pertains to tabulation of racial classifications of all individual persons or households receiving program benefits, and whether they are single heads of household; tabulation of all Subgrantees employees classification by race, position and salary; all substantive actions taken to assure that no prohibited discrimination occurs in the conduct of any of the Subgrantee operations; all actions taken to make minority residents aware of the Subgrantee's services and provide them with equal access of benefits; racial classification and gender of the majority owners of each private for profit business with which the Subgrantee contracts with any funds provided under this agreement.

# VIII. ACCESS, EXAMINATION, MONITORING AND AUDIT

A. The City, the State Auditor, Pierce County, a selected independent auditor, or their delegates shall have the right of access to, and the right to examine, monitor and copy all business records, books, papers and documents relating to the grant, pursuant to appropriate state and federal regulations, requirements and standards, all of which are incorporated herein by reference. Such access, examination and monitoring may include, but is not limited to, inspections and reviews on site, or in the office of the Subgrantee, or any contractor, subcontractor, or supplier receiving ARPA funds. Client confidentiality will be respected and maintained to the greatest possible degree.

- B. Each local government or non-profit recipient (Subgrantee) of federal funds from any source is required to obtain periodically, an audit of its activities which shall meet or exceed the criteria for audits of federal programs set forth in 2 CFR Part 200 (as applicable). The Subgrantee shall be obligated to resolve findings relating to use of ARPA funds in a timely manner.
- C. Prior to commencement of this project, if the Subgrantee has recently used federal funds, the Subgrantee shall furnish to the City for review a copy of its latest audit including all findings related to the use of ARPA funds, and the Subgrantee's resolution of those findings. Similarly, within 30 calendar days of the completion of any subsequent audit, the Subgrantee shall provide the same information noted above to the City. If warranted by audit findings, the Subgrantee's failure to comply with applicable laws and regulations relating to use of ARPA funds, or the Subgrantee's failure to resolve such findings in a timely manner, the City of Lakewood may apply appropriate sanctions including the suspension of this Agreement, withholding a percentage of payments due, or disallowance or withholding of Subgrantee's overhead costs as specified by federal regulations.

# IX. CODE OF CONDUCT

- A. No officer, employee or agent of the Subgrantee shall participate in the selection, award, or administration of activity funded in whole or in part with ARPA funds if a conflict of interest, real or apparent, would exist; nor shall their families, or those with whom they have business ties, so benefit.
- B. In addition to the above, no official, employee or agent of any federal, state or local government for the area in which this project is located, nor members of their families, nor those with whom they have business ties, have or acquire any interest, direct or indirect, in any contract or subcontract or its proceeds therefrom for work accomplished in support of this Agreement which would create a conflict of interest, real or apparent.

# X. RIGHTS IN DATA

The City an Pierce County, WA retain a non-exclusive, royalty free, and irrevocable right to duplicate, use for their own purposes, disseminate, disclose, or authorize others to utilize all data generated and/or provided hereunder.

# XI. COMPLIANCE WITH REGULATIONS

- A. The Subgrantee and all its consultants and contractors shall comply with the following state and federal laws and regulations, whenever and wherever they are applicable. These laws and regulations are incorporated in this Agreement by reference:
  - 1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) relating to nondiscrimination in performance of this project and to the benefits deriving from it.
  - 2. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended, relating to nondiscrimination in housing.
  - 3. The Fair Housing Act (42 U.S.C. 3601-3620) relating to nondiscrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status.

- 4. Age Discrimination Act of 1975, as Amended (42 U.S.C. 6101), concerning the prohibition of age discrimination in programs receiving Federal financial assistance.
- 5. Executive Order 11063 relating to non-discrimination in housing as amended by Executive Order 12259.
- 6. Section 109 of the Housing and Community Development Act of 1974 as amended, dealing with non-discrimination in program benefits because of race, religion, color, age, national origin, sex or disability.
- 7. Americans with Disabilities act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications.
- 8. Fair Housing Act, providing that multi-unit family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-19).
- 9. Section 504 of the Rehabilitation Act of 1973, relating to nondiscrimination in federally assisted programs on the basis of handicap and requiring that "qualified individuals with handicaps" have access to programs and activities that receive federal funds.
- 10. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), requiring certain federal and federally funded buildings and other facilities be designed, constructed or altered in accordance with standards ensuring accessibility to, and use by, physically handicapped people.
- 11. The construction labor standards and wage rates set forth in Revised Code of Washington (RCW) 39.12 (Prevailing Wages on Public Projects) as amended.
- 12. Contract Work Hours and Safety Standards Act, as Amended (40 U.S.C. 327-333), concerning mechanics and laborers employed on federally-assisted construction jobs be paid time and one-half for work in excess of 40 hours per week, and provides for the payment of liquidated damages if violations occur. This Act also addresses safe and healthy working conditions.
- 13. Copeland (Anti-kickback) Act (40 U.S.C. 2776c), governing allowable deductions from paychecks. The Act makes it a criminal offense to induce anyone employed on a federally assisted project to relinquish any compensation to which he/she is entitled, and requires all contractors to submit weekly payrolls and statements of compliance.
- 14. Fair Labor Standards of 1938, as Amended (29 U.S.C. 201, et seq.), establishing the basic minimum wage for all work and requires the payment of overtime at the rate of at least time and one-half. It also requires the payment of wages for the entire time that an employee is required or permitted to work, and establishes child labor standards.
- 15. Executive Order 11246 dealing with nondiscrimination in employment as amended by Executive Orders 11375 and 12086.

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- 16. Executive Order 11988 relating to evaluation of flood hazards and the flood hazard and insurance protection requirements of Section 102(a) and 202(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234).
- 18. Section 202 of the Flood Disaster Projection Act of 1973 (42 U.S.C. 4106), requiring that Federal funds not be provided to an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards unless: 1. The community is participating in the National Flood Insurance Program, or it has been less than a year since the community was designated as having special flood hazards; and 2. Flood insurance is obtained in accordance with Section 102(a) of the Act.
- 19. The relocation, acquisition and displacement requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
- 20. The Lead Based Paint Poisoning Prevention Act (42.U.S.C. 4801 et seq.).
- 21. The regulations, policies, guidelines and uniform administrative requirements of 2 CFR Part 200.
- 22. National Environmental Protection Act of 1969, providing that an environmental review (NEPA Part 58) must be completed by the City prior to commitment of funds, ARPA or otherwise. All parties shall comply with all conditions and requirements of the National Environmental Policy Act of 1969 and other statutory environmental requirements.

Funds shall not be committed by the Department or any subrecipient, ARPA or otherwise, prior to notification by the City of successful completion of a NEPA Part 58 Environmental Review.

- 23. Executive Orders 11625, 12138 and 12432, and Public Law 95-507, dealing with the use of minority and women owned business enterprises.
- 24. The provisions of the Hatch Act limiting political activities of government employees.
- 25. Executive Order 11288 relating to the prevention, control and abatement of water pollution.
- 26. The American Rescue Plan Act (ARPA), signed into law on March 11, 2021, as amended.

Copies of applicable laws and regulations are available upon request from the Community Development Department. A listing of these applicable laws and regulations are to be incorporated in each contract, subcontract and consultant agreement issued by the City or its contractors.

# XII. LOCAL, MINORITY & WOMEN'S BUSINESS ENTERPRISES

Subgrantee is encouraged to utilize qualified local businesses and business enterprises certified by the Washington State Office of Minority and Women's Business Enterprises (MWBE) when practicable. A directory of MWBE firms is published by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) and available at omwbe.wa.gov, by calling 360-664-9750, or by contacting Pierce County Contract Compliance at 253-798-7456.

# XIII. AFFIRMATIVE ACTION

If the Subgrantee has an established Affirmative Action Plan in place, it shall furnish a copy to the City as part of this Agreement. In all hiring or employment made possible by or resulting from this contract (I) there will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex, or national origin, and (ii) affirmative action will be taken to ensure that applicants are employed, and that that employees are treated during employment without regard to their race, color, religion, sex, or national origin. This requirement shall apply to, but not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices setting for the provision of this clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. Each participant in this contract will comply with all requirements imposed by or pursuant to regulations of the Civil Rights Act of 1964 and any subsequent acts.

## XIV. DEBARRED CONTRACTORS

The Subgrantee, and its consultants and contractors shall not fund, contract with, or engage the services of any consultant, contractor, subcontractor, supplier, or other party who is debarred, suspended, or otherwise ineligible to receive federal funds. The names of <u>all</u> contractors, subcontractors, consultants, suppliers, and other parties who will receive federal funding under this project shall be checked and approved by the City <u>before</u> entering into any agreement with them for the provision of goods or services on this project.

- A. The Subgrantee certifies by signing this Agreement, that to the best of its knowledge and belief that they:
  - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - 2. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
  - 4. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- A. The Subgrantee further agrees by signing this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

# <u>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary</u> Exclusion-Lower Tier Covered Transactions

- The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.

# XV. DRUG FREE WORKPLACE

The Subgrantee shall maintain a drug free workplace(s) throughout the life of this Agreement.

# XVI. LOBBYING CERTIFICATION

- A. The Subgrantee certifies that, to the best of its knowledge and belief:
  - 1. No federal appropriated funds have been paid, or will be paid by, or on behalf of the Subgrantee, or any of its elected or appointed officials or employees, to any person for influencing, or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
  - 2. If funds other than federal appropriated funds have been paid, or will be paid to any person for influencing, or attempting to influence, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federally funded agreement, the Subgrantee shall complete and submit to the City, a federal Standard Form-LLL, "Disclosure Form To Report Lobbying" in accordance with its directions. The form is available from the City upon request.
  - 3. The Subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
  - 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### XVII. VOLUNTEER LABOR

Volunteer labor utilized by Subgrante on physical improvement projects is exempt from prevailing wage requirements providing that such volunteers receive no more than limited compensation, benefits, expenses, etc. for their services and those volunteers are not otherwise employed on the project in any construction capacity. Any use of

volunteer labor must be fully documented by the Subgrantee and pre-approved by the City of Lakewood.

### XVIII. RELIGIOUS ACTIVITY

- A. The First Amendment to the Constitution of the United States of America prohibits Congress from enacting any laws respecting the establishment of religion. Subsequent interpretations have resulted in a policy of separation of church and state. To ensure compliance with that constitutional prohibition, regulations have been established for the American Rescue Plan Act (ARPA) program limiting involvement with religious organizations.
- B. Where Subgrantee or owners of property receiving assistance from ARPA funds are pervasively sectarian organizations, sponsor religious activity of any sort, or have a degree of affiliation with one or more pervasively sectarian organizations, the following shall apply:
- C. ARPA funds will not be used for the acquisition, improvement, rehabilitation, renovation or construction (including historical preservation or removal of architectural barriers) of any structure or property owned and/or operated by a pervasively religious organization where that structure or property is used for conducting religious worship services, religious instruction, proselytizing, religious counseling or other religious purpose, or for promoting religious interests unless:
  - 1. The structure or property is used for a wholly secular purpose;
  - 2. The structure has been leased to or purchased by a wholly secular organization;
  - 3. The assistance is provided directly to the wholly secular organization;
  - 4. The structure or property is open to all persons without any religious preference, prohibition, barrier or restraint,
  - 5. The lease payments or acquisition value do not exceed fair market rates;
  - Any improvements to non-leased facilities are paid for with non-ARPA funds;
  - 7. Lessee and lessor enter a formal, binding agreement for leasing the structure or property for the useful life of the improvement accomplished with ARPA funds or the length of the ARPA interest specified in this Agrement, whichever is shorter; and:
  - 8. In the event that the lease does not continue for the useful life of the improvement or the length of the ARPA interest, whichever is shorter, that a pro rata portion of the fair market value of the property and/or structure at the time of the discontinuation, proportional to the percentage of ARPA funds used to acquire and/or improve the property and/or structure, be returned to the ARPA program, or such other arrangement be reached which is agreeable to all parties.
- D. Finally, where secular structures funded in whole or part with ARPA funds are leased, rented, loaned, provided, or used by any religious organization or activity, for any purpose, religious fixtures, signs, representations, etc., may not be permanently attached to such secular structure. Such items may be displayed when, and only when the religious activity is taking place.

# XIX. ACCESSIBILITY FOR PERSONS WITH DISABILITIES

To meet the requirements of Section 504 of the Rehabilitation Act of 1973 pertaining to program accessibility for persons with disabilities, each Subgrantee is required to assess its capability for compliance therewith, and for compliance with the Americans with Disabilities Act of 1990. Each Subgrantee is required to complete, and submit for review with the signed Agreement, a Section 504 Checklist, and such of its attachments as may be appropriate. The City will review and evaluate each Checklist, and will inform the Subgrantee of any areas of apparent concern.

# XX. NON-CITIZENS

Persons who are residents of the United States, but who are NOT citizens thereof, shall **NOT** be denied services, or the benefits to be derived therefrom, under this contract, as a result of their citizenship status.

### XXI. SUBGRANTEE'S EMPLOYEES – EMPLOYMENT ELIGIBILITY REQUIREMENTS

The Subgrantee, its consultants, contractors, 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 Subgrantee shall enroll in, participate in and document use of E-Verify as a condition of the award of this Agreement. The Contractor shall continue participation in E-Verify throughout the course of the Subgrantee's contractual relationship with the City. If the Subgrantee uses or employs any consultants, contractors, or subcontractors in the performance of work under this Agreement, or any subsequent renewals, modifications or extension of this Agreement, the consultant, contractor, or subcontractor shall register in and participate in E-Verify and certify such participation to the Subgrantee. The Subgrantee 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.

As it relates to E-Verify participation, the Subgrantee shall also comply with Pierce County Code 2.106.022, as applicable.

### XXII. CONFLICT OF INTEREST

Subgrantee warrants that it has no direct or indirect economic interest which conflicts in any manner with its performance of this Agreement. Subgrantee shall comply with Pierce County, WA's Code of Ethics, Pierce County Code 3.12, and revisions thereto, as applicable.

# XXIII. DUPLICATION OF BENEFIT

The Subgrantee provides that it maintains adequate procedures to prevent any duplication of benefit as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442). Prior to paying a cost with federal disaster assistance, the Subgrantee will ensure the expenditure will not cause a duplication of benefits, meaning that the cost has not or will not be paid by another source. The Subgrantee agrees to repay ARPA assistance that is determined to be duplicative. The Subgrantee shall evaluate all ARPA resources made available and

ensure these resources will meet the need intended and will not provide a duplication of benefits.

#### XXIV. NOTICES

Notices to be given by the City or the Subgrantee shall be considered given for the purpose of this Agreement if mailed by regular mail to the City or the Subgrantee at the addresses provided below.

Subgrantee: Maureen Fife, Executive director

Tacoma-Pierce County Habitat for Humanity

4824 South Tacoma Way

Tacoma, WA 98409

City of Lakewood: City of Lakewood, Community Development Department- CDBG

6000 Main St. SW.

Lakewood, WA 98499

# XXV. INTEGRATED DOCUMENTS

This Agreement, including documents incorporated by reference and the laws and regulations cited herein or therein, embodies the entire Agreement of the parties with respect to the subject matter hereof. No verbal agreements or conversation with any officer, agent or employee of the City shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon either party.

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# **Monthly Construction Project Report**

Project Name:					
Date of Report Submittal:					
Report Period:					
Report Comple	ted by:	(Name)	(Job title)		
Telephone Nun	nber:				
The following p	roject actions	have been undertaken	or completed during this reporting per	riod:	
	Advertisement	Dates of advertisemen	es (Engineering, Architect, other) t P, RFQ, Price Comparison, Negotiate	d, etc.)	
F		ervices Agreement Awa Date of award Agreement submitted t	arded to City for review/approved		
\ - -	<u> </u>	ions/Bid Document Dev Submitted to City for re Wage determination ob Federal Standards Incl	eview/approval otained		
	Advertisement	for Construction Service Date of advertisement Selection method (Sea	ces lled Bid, Small Purchase)		
	Construction C	Contract Awarded Date of award Contract submitted to 0	City for review/approved		
F	Plan Review C	Conducted Construction permits o	btained		
F	Pre-construction	on Conference Conduct Date of conference	ted		
	Start of Constr	ruction Date			

	Construction in Progress  Reimbursement requested during this period Labor standards review during this period
	Change in scope of project Provide description of changes to scope, benefit, location, budget, timelines, etc.:
	Project Delayed Provide description of delay circumstances:
	Construction Completed
	Construction Completed Inspections completed successfully Retainage released Retainage withheld pending review (labor compliance) Retainage withheld pending review (acceptance of work) Final request for reimbursement submitted
Attachments: Or Comments	

# CITY OF LAKEWOOD E-VERIFY REQUIREMENTS FOR CONTRACTORS

By Ordinance, the City of Lakewood requires that all contractors who enter into agreements to provide services or products to the City use the Department of Homeland Security's E-Verify system when hiring new employees for the term of the contract.

E-Verify is an electronic system designed to verify the documentation of job applicants. It is run by the Department of Homeland Security.

#### Who is affected?

- All contractors doing business for the City of Lakewood. There is no minimum dollar value for contracts affected.
- All subcontractors employed by the general contractor on these contracts.

#### Are there exceptions?

- Contracts for "Commercial-Off-The-Shelf" items are exempted from this requirement.
- Individuals, Companies, or other organizations who do not have employees.

How long must the contractor comply with the E-Verify system?

• For at least the term of the contract.

#### Are there other stipulations?

- E-Verify must be used <u>ONLY</u> for <u>NEW HIRES</u> during the term of the contract. It is <u>NOT</u> to be used for <u>EXISTING EMPLOYEES</u>.
- E-Verify must be used to verify the documentation of <u>ANY</u> new employee during the term of the contract, not just those directly or indirectly working on deliverables related to the City of Lakewood contract.

## How will the City of Lakewood check for compliance?

- All contractors will retain a copy of the E-Verify Memorandum of Understanding that they execute with the Department of Homeland Security AND
- Sign and submit to the City an Affidavit of Compliance with their signed contract.
- All General Contractors will be required to have their subcontractors sign an Affidavit of Compliance and retain that Affidavit for 4 years after end of the contract.
- The City of Lakewood has the right to audit the Contractor's compliance with the E-Verify Ordinance.

Further information on E-Verify can be found at the following website:

# http://www.uscis.gov/e-verify

If you have questions about the City's E-Verify Ordinance, please contact the City of Lakewood's legal department prior to contracting with the City.

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# CITY OF LAKEWOOD AFFIDAVIT OF COMPLIANCE WITH LAKEWOOD MUNICIPAL CODE 1.42 "E-VERIFY"

As the	person duly authorized to enter into such commitment for
	(Company or Organization Name)
I hereb	y certify that the Company or Organization named herein will
	(check one box below)
	Be in compliance with all of the requirements of City of Lakewood Municipal Code Chapter 1.42 fo the duration of the contract entered into between the City of Lakewood and the Company or Organization.
	OR
	Hire no employees for the term of the contract between the City and the Company or Organization
NAME	
TITLE	
1116	
DATE	

# REQUEST FOR COUNCIL ACTION

TEQUEST FOR COUNCIL MC11011									
DATE ACTION IS REQUESTED:	<b>TITLE:</b> Reappointing James Hairston to serve on the Public Safety Advisory	TYP	E OF ACTION:						
August 21, 2023	Committee through August 6, 2026.	_	ORDINANCE						
REVIEW:	ATTACHMENTS:	_	RESOLUTION						
KEVIEW.	Candidate application.	X	MOTION NO. 2023-79						
		_	OTHER						
SUBMITTED BY: Briana Schumacher, City Clerk on behalf of Mayor Jason Whalen.									
<b>RECOMMENDATION:</b> It is recommended that the City Council confirm the Mayor's reappointment of James Hairston to serve on the Public Safety Advisory Committee through August 6, 2026.									
<u>DISCUSSION</u> :									

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

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

**ALTERNATIVE(S):** The Council could choose not to confirm the appointment.

**<u>FISCAL IMPACT</u>**: There is no fiscal impact.

Briana Schumacher, City Clerk Prepared by	John C. Caughiel
Heidi Ann Wachter, City Attorney	
Department Director	City Manager Review



# CITY OF LAKEWOOD

6000 Main Street SW Lakewood, WA 98499

# APPLICATION FOR APPOINTMENT

The information in this document is subject to public disclosure and can be made available to the public.

(Attach additional pages if necessary to complete answers.)

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.)	
<b>EXPECTATIONS:</b> Adhere to City of Lakewood's C required.	Code of Ethics and regular attendance at meetings is
(253) 983-	newood - City Clerk's Office of Street SW office of
(Please	Print)
Home Address: 5004 83rd St SW	
City: Lakewood	State: WA Zip: 98499
252 200 0276	E-mail: jhairston787@msn.com
Home Phone Number: 233-360-9376	
Home Phone Number: 253-380-9376 Present Employer: Retired	
Present Employer: Retired	Work Phone:

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:

Public Safety Advisory Committee - Feb 1, Aug 6, 2017; Aug 21, 2017 - Aug 6, 2020; Aug 6, 2020 - Aug 6, 2023

Date available for appointment: immediately
Are you available to attend evening meetings? Yes V No
Are you available to attend daytime meetings? Yes No
Recommended by: Currently serving on this Committee
Education:
BA - History; Masters Degree in Systems Management; US Army War College Graduate
Professional and/or community activities:
PSAC, CPSD Facilities Advisory Committee; Clover Park Rotary; Board Member - Creekside Oaks Homeowners Assn

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

This Board serves to share primarily issues of concern related to safety and where appropriate bring those issues forward to the city council through their designated council representative. As a military commander at many level, many of these issues are similar to issues i have personally dealt with in military communities.

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

Hamst

I continue to maintain the belief that this Board is a vital link between communities and the city. Its usefulness to inform the community at the lowest level shows that the people of the city have a voice in Public Safety.

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: 8-10-2023



# LAKEWOOD ARTS COMMISSION REGULAR MONTHLY MEETING Minutes

Date: Monday, May 8, 2023 Time: 5:00PM - 6:15 PM

In Person and Virtual Zoom Meeting

# **CALL TO ORDER**

Earl Borgert called the meeting to order at 5:04p.m.

# ATTENDANCE:

Arts Commission Members Present: Earl Borgert - Vice-Chair, Adriana Serrianne, Paige Hansen, Sylvi Johnson, Lani Neil, Darryl Owens, Phil Raschke

Arts Commission Members Excused: Emily Feleen- Chair, Darwin Peters, Lua Pritchard, Susan Warner

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

Council Liaison: Patti Belle

Approval of Minutes: Lani Neil motioned to approve the April 3, 2023 Minutes. Adriana Serrianne seconded, MPU.

# New Business:

# Original Artist Music Event for 2024:

Paige Hansen presented an idea to have an original artist music event in 2024. This would be a way to grow art and the music scene. The event could have 7 or 8 completely unsigned bands. They would be able to sell their cd's and band merchandise. A sound tech person would need to be hired. Each band could be paid a small stipend. Darryl Owens asked if the bands would want to put out a tip jar. Sally Martinez advised that we would pay a higher stipend in lieu of allowing donations. Councilmember Patti Belle had concerns about bands being vetted, content review process and if there is staff capacity to do this. Sally Martinez said that we could ask for a Lodging Tax Grant to contract with someone who has vetted artists and make sure there was specific language for no profanity.

# **Unfinished Business:**

**Artist Reception Follow Up**: The Artist Reception on Monday April 17<sup>th</sup> featured artists Mauricio Robalino, River Meschi, and Laura Martinez. There were 63 people in attendance making it the largest one to date. Maureese Itson played the saxophone. Earl Borgert commented that it was phenomenal and that we should have him play at every reception. Sally Martinez thanked the Commission for supporting the artists.

**Signal box wraps Update:** The artists that were selected for this round of signal boxes have all been contacted. The Commission reviewed the designs. There will be opportunity for the Military box and other submissions next year. Lani Neil commented that it is nice to review the submissions at a meeting. Phil Raschke and Earl Borgert agreed.

**Mural Next Steps:** The restroom building at Fort Steilacoom will be the location for the mural. The Commission was asked to review the Tacoma Mural Artist rosters. Sally Martinez selected 6 artist to review. Team Liam Miller and Bethany Fracell, Savannah Jane O'Malley, Daniel Hunter, Jorge Mota, Perry Porter and Nofo Porter. The commission decided that they also want to see work from other artists and recommend artists they know who may be interested. Sally asked that the Commission email her their choices.

Talking Points, how public art is funded: Sally Martinez reviewed the following statement from the Parks, Recreation and Community Services Director Mary Dodsworth: The City of Lakewood is a livable, resilient, and inclusive community that embraces and celebrates diversity. Our Public Art program helps contributes to a healthy and vibrant community. The City incorporates public art in a variety of ways to include static displays, music and entertainment in city buildings, on public property and at community events. Funding for public art is provided in a variety of ways. The City has a public art fund that is funded with revenues collected by various groups using "City Days" at the McGavick Conference Center at the Clover Park Technical College. Other funds (general fund allocations, grants, donations and sponsorships) are added to the public art fund when available to support special projects. The City Council appropriates the funds and authorizes all expenditures for public art. The Commission agreed that it was great to have this information.

**Public Art Policy:** The public art policy will go to Council in November. A subcommittee needs to meet to update the policy before then.

**REEL LIFE 96**: Sally Martinez advised that we can apply for Lodging Tax Grant Funds for next year to support the event. Even with contracting out, this is still a lot of work for staff.

Board Comments: None

#### NEXT MEETING:

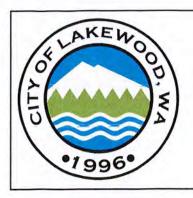
Regular Arts Commission Meeting on Monday, June 5th at 5:30 p.m. in the American Lake Room at Lakewood City Hall.

Sally Martinez, Recreation Coordinator

Dancing in the Street Festival will be on Saturday June 3rd from 4pm-8pm on Motor Ave.

ADJOURNMENT: The meeting adjourned at 6:20 p.m.

Emily Feleen, Chair



# LAKEWOOD'S PROMISE ADVISORY BOARD Thursday, June 1, 2023 In-Person and Zoom Virtual Meeting Lakewood, WA 98499 7:30 am – 8:30 am

Caring Adults • Safe Places • A Healthy Start • Marketable Skills • Opportunities to Help Others

# CALL TO ORDER

Kerri Pedrick called the meeting to order at 7:39 am

# ATTENDANCE

Promise Advisory Members Present: Kerri Pedrick, Ellie Wilson, Mary Dodsworth, and Kyle Manglona and Ron Banner.

**Promise Advisory Members Absent:** Dr. Joyce Loveday, Julie White, Dr. Wanda Elder and Megan Dempsey.

City Council Liaison: Mike Brandstetter, Council Member (not present)

Youth Council Liaison:

Staff Present: Shannon Bennett

Guest Presenter: None

Guest: Dean Kelley

PUBLIC COMMENT

None

#### **MEETING MINUTES**

Mary Dodsworth moved to approve the May 4 2023 meeting minutes. Kyle seconded the motion. MPU.

#### **NEW BUSINESS**

Members agreed to continue their efforts to gain the youth voice, beginning with the June 10<sup>th</sup> Youth Summit. CIS staff agreed to incorporate a Lakewood's Promise survey at their vendor booth for the Summit and Summerfest.

Members conducted a review of the Caring Adults promise and compared prior and current efforts and agreed to work on increasing adult to youth mentoring programs and organized activities with the goal of bringing caring adults to where they are. Students have a desire to be face to face and engage in social interaction. The Board needs to focus on helping youth to engage and re-socialize (example: community café's, small group mentoring, intern/volunteer opportunities, etc.) with other students, adults, community resources. Look for opportunities to piggyback with other community efforts and elevate those efforts. Create a "stone soup" of community resources – everyone bring a necessary ingredient. Our goal for the summer is to assess the 5

Promises and check our reality by asking the students where Lakewood is at with fulfilling its promises to our youth.

# **NEXT STEPS**

Gain youth feedback at Youth Summit and seek other methods for gaining student feedback (example: Leaders of Change, etc.). Ron Banner suggested youth focused community groups' work together to target their fund seeking efforts. Kerri suggested having a focused conversation with community members to set goals and a commitment to work together. Mary D. suggested increasing the community awareness of available resources.

Members recommended not meeting in July and to focus August's meeting on the student voice gained at events leading up to the meeting. August's meeting was set for Friday, August 4<sup>th</sup> to allow for feedback from the August 3<sup>rd</sup> Leaders of Change presentation; which LPAB members are highly encouraged to attend. Ron suggested we pull leaders of organizations together in a joint space to settle in a direction. We're saying the same thing. Let's not compete or recreate the wheel. Let's start merging folks in their minds and in their practice. Let's create a proactive, rather than reactionary space.

## **BOARD MEMBER HIGHLIGHTS**

None

## **ADJOURN**

Kerri Pedrick, Chair Date:



# LAKEWOOD ARTS COMMISSION REGULAR MONTHLY MEETING Minutes

Date: Monday, June 5, 2023 Time: 5:00PM - 6:15 PM

In Person and Virtual Zoom Meeting

# CALL TO ORDER

Emily Feleen called the meeting to order at 5:05 p.m.

## ATTENDANCE:

Arts Commission Members Present: Emily Feleen- Chair, Earl Borgert - Vice-Chair, Adriana Serrianne, Paige Hansen, Sylvi Estrella, Lani Neil, Darryl Owens, Phil Raschke, Susan Warner

Arts Commission Members Excused: Lua Pritchard

Arts Commission Members Absent: Darwin Peters

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

Council Liaison: Patti Belle

Approval of Minutes: Lani Neil motioned to approve the May 8, 2023 Minutes. Adriana Serrianne

seconded. MPU.

# Unfinished Business:

Signal box wraps Update: Sam Reed's design was highlighted on the City's social media. Juan will need to decide if he wants to put the dancer on the second box or used another design. The commission would like to see the proofs before they are printed.

Mural Next Steps: The commission viewed artist samples and the mural location on restroom building at Fort Steilacoom. Sylvi Estrella thought it would be nice if the mural was on the playground side. Paige Hansen and Patti Belle would like to see a local artist. Top choices were Angelia Villalobos and Jonathan Wakuda Fischer. The commission decided to have Angelina do sketches to present to the commission at the July meeting. Sally will contact the artist to visit on famer's market day so she can learn about the community. Sally will talk to the Communications Manager to discuss incorporating a hashtag into the art.

Board Comments: None

## NEXT MEETING:

Regular Arts Commission Meeting on Monday, July 17 at 5:30 p.m. in the Council Chambers at Lakewood City Hall.

ADJOURNMENT: The meeting adjourned at 6:07 p.m.

Emily Feleen, Chair

Sally Martinez, Recreation Coordinator 155

# **REQUEST FOR COUNCIL ACTION**

DATE ACTION IS REQUESTED: August 21, 2023  REVIEW: April 10, 2023, July 10, 2023 and August 15, 2023	TITLE: Approval of allocation of \$1 million in HOME funding and \$1,175,489 in HOME-ARP funding in support of Living Access Support Alliance (LASA) Gravelly Lake Commons 25-unit affordable housing development project.  ATTACHMENTS:  1. Resolution	TYPE OF ACTION:  ORDINANCE  Y RESOLUTION 2023-08  MOTION  OTHER
<b>SUBMITTED BY</b> : Jeff Gumi	n, Housing Program Manager	
Resolution approving the allocation	recommended that the Mayor and City Councation of \$1 million in HOME funding and \$1,1 ort Alliance (LASA) Gravelly Lake Commons	75,489 in HOME-ARP funding in
25 new units of affordable house and three bedroom units and we Drive SW. The project will be development of the Client Serve of the currently ongoing hygier	ccess Support Alliance (LASA) Gravelly Lake sing for low-income households. The project will be located at the corner of Gravelly Lake Dr considered phase three a four phased developmice Center and 15-units of affordable housing in ecenter expansion - shower, bathroom, laundrase 4 will look to complete the construction pred sometime in 2027-28.	will construct a mix of one, two rive, 59th Street SW and Fairlawn nent, with the first being LASA's in 2015, and the second consisting ry, personal items and clothing
be solely managed and operated	lable housing units with no supportive housing d by LASA. The Tacoma Housing Authority when LASA constructed their initial 15 units of	will not be involved in this phase
ALTERNATIVE(S): The Corand projects.	uncil may modify the Joint Consolidated Annu	al Action Plan funding allocations
	allocations of CDBG and HOME are awarded ent. No impact to City General Fund. For deta	
Jeff Gumm	(Inh. C. (aufrel	
Prepared by	City Manager Review	

Department Director

# **DISCUSSION CONTINUED:**

For this project, all management decisions and tenant selections will be conducted by LASA outside the coordinated entry/centralized intake system (centralized intake or Access Point for Housing is used by Pierce County to coordinate is regional homelessness approach where clients are initially screened and connected to regional providers participating in the County's 10-year plan to end homelessness). This project will be developed as permanent affordable housing with access through LASA, outside this coordinated entry process. Affordable housing units constructed as a part of this project will serve low-income households at or below 80% of area median income (AMI) with a focus on serving those at 30-50% AMI. A minimum of one unit will be set aside to serve eligible HOME-ARP clientele. For Lakewood, a household of four would be considered low-income with a maximum household income of \$86,000. HOME regulations require that all HOME-assisted units, at initial lease up, be rented to households at or below 60% AMI (\$64,500 for a household of four).

# What does LASA's development budget look like?

Total construction costs for the Prairie Oaks Commons 25-unit affordable housing development are \$10.5 million. To date, LASA has been awarded \$3.5 million from Pierce County (ARPA funds) and a conditional \$1 million in ARPA funding from the City of Lakewood, additionally \$500,000 in direct funding from the State of Washington for a total project commitment of \$5 million. Additional funding request has been submitted at the federal level for \$2.5 million.

If approved, the proposed HOME (\$1 million project funding) and HOME-ARP (\$1,057,940 project funding/\$117,549 administration- Lakewood Tacoma staff) allocations would increase total project commitments to \$7,057,940 in direct project funding. LASA is seeking private funding and foundational support to complete the funding package.

# What are the prospects for the project receiving direct federal funding?

While LASA did submit a direct federal funding request of \$2.5 million, recent news from Representative Marilyn Strickland indicates the Appropriations Committee (THUD) has included the project in their federal markup at a funding level of \$1 million. While this is only the first step towards funding approval, it is a positive step towards funding approval. Final approval of funding will require passage through both the House and Senate.

# Does any funding, committed or contemplated, include a requirement for supportive housing through the Housing First model?

The short answer is no. All approved and requested funding does not require the project to provide permanent supportive affordable housing through the Housing First model. The only requirement this project's funding sources share is that the project must provide affordable housing to low-income Lakewood households.

This funding distinction is important when looking at a project's clientele mix and the cost required to provide mandatory supportive services. Supportive services projects, such as the Housing First model, typically drive up operating costs for a project and often restrict an organizations ability to select housing clientele to those requesting services on a "first come" basis.

With the current mix of funding and contemplated funding, this project intends to steer clear of the requirement to provide Housing First supportive housing. Instead, the project will provide affordable housing units with no supportive housing provisions or restrictions and will be solely managed and operated by LASA. The Tacoma Housing and Pierce County Housing Authorities will not be involved in this phase of development, as they were when LASA constructed their initial 15 units of affordable housing. All management decisions and tenant selections will be conducted by LASA outside the coordinated entry/centralized intake system (centralized intake or Access Point for Housing is used by Pierce County to coordinate is regional homelessness approach

where clients are initially screened and connected to regional providers participating in the County's 10-year plan to end homelessness). Tenant selection and management, including tenant screening requirements and certain rental rules requirements, will be managed solely by LASA. City staff will review LASA tenant rules and policies and make suggestions as needed to ensure tenants are screened appropriately and all requirements are compliant with federal and fair housing law.

# Requirements regarding annual audit and financial statements

As part of the City's funding approval, program agreements would require LASA complete annual 990 filing requirements and annual auditing requirements. LASA would be required to provide copies of said reports to the City on an annual basis.

# What is HOME?

Home Investment Partnership Program (HOME) was created by the National Affordability Housing Act of 1990. The HOME program's primary intent is to increase the supply of decent, affordable housing for low- and very low-income households, primarily through the rehabilitation of existing or the construction of new rental and homeownership housing opportunities. Additional eligible activities include things like tenant-based rental assistance, property acquisition, site improvements, project-related soft costs, and homebuyer activities.

HOME funds carry various programmatic regulations which can be found at 24 CFR Part 92. Funds received must be committed to an eligible activity within two years of award and expended within four years. HOME funding in support of eligible affordable housing activities are allocated as a general loan fund and are detailed annually in the Tacoma-Lakewood Consolidated Annual Action Plan<sup>1</sup>. Lakewood qualifies for HOME funding through the consortium process as a member of the Tacoma-Lakewood HOME consortium.

# **Available HOME Funds**

The City currently has \$1,359,713 in HOME funds and program income allocated to the City's affordable housing fund available for such projects.

If funding is approved, the City would require four units be restricted as HOME-units (2 two-bedroom and 2 three-bedroom units) in accordance with HUD per-unit subsidy funding limits.

# What is HOME-ARP?

The American Rescue Plan (ARP) Act of 2021 provided \$5 billion in assistance for new federal homelessness assistance and supportive services programs. These grant funds have been awarded to the 651 State and local participating jurisdictions through the HOME Investment Partnerships Program (HOME). Lakewood, through the Tacoma-Lakewood Consortium, was awarded \$1,175,489 in HOME-ARP funding.

HOME-ARP funds can be used for four eligible activities:

- 1) Production or Preservation of Affordable Housing;
- 2) Tenant-Based Rental Assistance (TBRA);
- 3) Supportive Services, Homeless Prevention Services, and Housing Counseling; and
- 4) Purchase and Development of Non-Congregate Shelter.

HOME-ARP funds must be used to primarily benefit individuals or families from the following "qualifying populations"<sup>2</sup>:

<sup>&</sup>lt;sup>1</sup> Funding for Lakewood's Affordable Housing Fund is allocated as part of the Annual Action Plan process. Specific project awards made from the fund are reviewed and approved by Lakewood City Council prior to approval.

<sup>&</sup>lt;sup>2</sup> HOME-ARP clientele differs from standard HOME program clientele in that it focuses eligibility not upon qualifying as a low-income household, but rather an eligible client must be homeless, at risk of homelessness, or another vulnerable qualifying population.

- 1) Homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act;
- 2) At-risk of homelessness, as defined in section 401(1) of the McKinney-Vento Homeless Assistance Act;
- 3) Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by the Secretary;
- 4) In other populations where providing supportive services or assistance under section 212(a) of the Act would prevent the family's homelessness or would serve those with the greatest risk of housing instability; and
- 5) Veterans and families that include a veteran family member that meet one of the preceding criteria.

Funding was awarded through the City's joint Lakewood-Tacoma HOME Consortium and was included in Tacoma's amendment to its FY 2021 Annual Action Plan as it relates to HOME funding for both jurisdictions. Once committed, all HOME-ARP projects must be completed within four years of the date of commitment of funds.

If funding is approved, the City would require at least one unit be restricted as HOME-ARP unit. The reasoning behind restricting as few units as possible is that any tenants who qualify for this unit(s) will have a very low rent limit and ability to pay rent based upon meeting certain homeless clientele requirements. By restricting to a minimum of HOME-ARP units, the project is then able to use the other units to help maintain a reasonable cash flow to support the project. HUD recognized this as a concern when it created HOME-ARP funding and decided to suspend its per-unit subsidy limits for the program to ensure cash flows were not overly restricted for such housing projects.

Staff contacted Pierce County Housing Authority and have determined they would provide housing vouchers to any HOME-ARP unit(s).

# Suggested Conditional Funding Allocation Language

Should Council move to approve the proposed HOME and HOME-ARP funding allocations, staff recommends adding language to both the HOME and HOME-ARP proposed funding allocations noting the funding is conditioned upon the project being fully funded no later than December 31, 2024. This language would be consistent with Council's conditional funding language added to its allocation of \$1,000,000 in ARPA funding for the project. The language would ensure that should the project delay and not move forward, Council would have sufficient time to reallocate funding to other another eligible activity(ies) prior to expiration of funds commitment deadline (December 31, 2024) and final expenditure deadline (December 31, 2026)<sup>3</sup>.

# **Conclusion and Action Requested**

Proposal to allocate funding in support of LASA's Gravelly Lake Commons project was presented to Council on April 10, 2023 with a follow up being held before Council on July 10, 2023, which follow up included discussion with LASA's new Executive Director, Jason Scales. Final presentation of the funding proposal was presented to Council at your August 15<sup>th</sup> Council Study Session.

It is recommended that Council adopt the Resolution to authorize the allocation of \$1,000,000 in HOME funds (100 percent project funding/no administration) and \$1,175,489 in HOME-ARP (\$1,057,940 project funding/\$117,549 administration- Lakewood Tacoma staff) funding to Living Access Support Alliance (LASA) for the Gravelly Lake Drive Commons 25-unit affordable housing project.

With these allocations, the project would have total commitments of \$7,057,940 in direct project funding or 67.2% of total budget. Should LASA be successful in their federal request, total committed funding would rise

<sup>&</sup>lt;sup>3</sup> This project has multiple funding deadlines for the various proposed funding sources. The deadlines listed represent the earliest known project-funding deadline, those of the American Rescue Plan Act. HOME funding does have a two-year commitment deadline and four-year expenditure deadline; however, those deadlines would occur after the noted ARPA deadlines.

to \$8,057,940 or 76.71% of total budget. LASA will be seeking private funding and foundational support to complete the project's funding package.

Staff is proposing to include language in the award and contract documents to include a December 31, 2023 deadline for the project to be fully funded or the contract will be terminated by the City and all funding will be returned to the City for reallocation.

## RESOLUTION NO. 2023-08

A RESOLUTION of the City Council of the City of Lakewood, Washington, adopting the allocation of \$1,000,000 in HOME and \$1,175,489 in HOME-ARP funding for Living Access Support Alliance (LASA) Gravelly Lake Commons 25-unit affordable housing development.

WHEREAS, on March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (P.L. 117-2) into law, which provides over \$1.9 trillion in relief to address the continued impact of the COVID-19 pandemic on the economy, public health, State and local governments, individuals, and businesses; and

WHEREAS, Section 3205 of the American Rescue Plan Act ("ARP") set aside some \$5 billion in ARP funds for the HOME-American Rescue Plan ("HOME-ARP"); and

WHEREAS, ARP authorized the U.S. Department of Housing and Urban Development ("HUD") to allocate HOME-ARP funds to states, units of local government, insular areas, and consortia of units of general local government that qualified for an allocation of HOME funds in Fiscal Year 2021, pursuant to the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 12701 et seq.); and

WHEREAS, on April 8, 2021, HUD allocated HOME-ARP funds to 651 grantees using the HOME formula established at 24 CFR 92.50 and 92.60; and

WHEREAS, the City of Lakewood has entered into an agreement with the City of Tacoma for participation in their Home Investment Partnership Act (HOME) Consortium Programs; and,

WHEREAS, through the Tacoma-Lakewood HOME Consortium Agreement, the City of Lakewood is eligible to receive HOME funds and HOME-ARP funds; and

WHEREAS, in connection therewith, the City Council provided for a Community Services Advisory Board; and

WHEREAS, through the Tacoma-Lakewood HOME Consortium, the City of Lakewood has

been awarded \$1,175,489 in one-time HOME-ARP funding; and

WHEREAS, in order to receive HOME-ARP federal dollars, HUD requires participating jurisdictions and consortia members to submit an amendment to its FY 2021 Annual Action Plan; and,

WHEREAS, the City of Tacoma, as lead member of the Tacoma-Lakewood HOME Consortium, has completed and submitted such HOME-ARP amendment in support of the development of affordable housing; and

WHEREAS, through the Tacoma-Lakewood Consortium, the City of Lakewood receives annual allocations of HOME funds to be used in support of the development of affordable housing; and

WHEREAS, the City of Tacoma, as lead member of the Tacoma-Lakewood HOME Consortium, has completed and submitted its FY 2023 Annual Action Plan to include Lakewood's annual allocation of HOME funding in support of the development of affordable housing; and

WHEREAS, the HOME program limits expenditure of funds to the development of eligible affordable housing activities; and

WHEREAS, the HOME-ARP limits expenditure of funds to specific eligible activities, including (1) development and support of affordable housing, (2) tenant-based rental assistance (TBRA), (3) provision of supportive services, and (4) acquisition and development of non-congregate shelter units; and

WHEREAS, the City of Lakewood and Pierce County are experiencing a lack of safe, decent, affordable housing available to low-income households; and

WHEREAS, Living Access Support Alliance ("LASA") has requested award of \$1,000,000 in HOME funds and \$1,175,489 in HOME-ARP funds in support of its development of 25 units of affordable rental housing located at the corner of Gravelly Lake Dr. SW, 59<sup>th</sup> Street SW and Fairlawn Drive SW, commonly known as Gravelly Lake Commons; and

WHEREAS, upon HUD's review and approval, contracts would then need to be prepared for Tacoma-Lakewood HOME Consortium members; and

WHEREAS, in connection with such funding allocations-application process, it is appropriate that the City Council adopt an allocation of \$1,000,000 in HOME funds and \$1,175,489 in HOME-ARP federal funds in support of LASA's Gravelly Lake Commons 25-unit affordable rental housing development.

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

Section 1. That approval of award of \$1,000,000 in HOME federal dollars and \$1,175,489 in HOME-ARP federal dollars in support of Living Access Support Alliance (LASA) Gravelly Lake Commons, which will construct 25 units of affordable rental housing for low-income Lakewood households, is hereby adopted.

Section 2. The City Manager or designee is authorized to execute all necessary agreements between HUD and the City of Lakewood, and the City of Lakewood and LASA, in support of this Resolution.

Section 3. That this Resolution shall be in full force and effect upon passage and signatures hereon.

CITY OF LAKEWOOD

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

<b>.</b>	Jason Whalen, Mayor	
Attest:		
Briana Schumacher, City Clerk		
Approved as to Form:		
Heidi Ann Wachter, City Attorney		

# REQUEST FOR COUNCIL ACTION

DATE ACTION IS REQUESTED: August 21, 2023 REVIEW: August 7, 2023	TITLE: Authorizing use of \$74,855 of "1406" funds for rental assistance to Lakewood Clients served by Metropolitan Development Council (MDC.)	TYPE OF ACTION: ORDINANCE RESOLUTION X MOTION NO. 2023-80							
11ugust 1, 2023	ATTACHMENTS:	OTHER							
SUBMITTED BY: Tiffany Speir, Long Range & Strategic Planning Manager, ARPA Program Manager									
2023-XX allowin 2023-2024 rental	ATION: It is recommended that the City Coung a one-time use of \$74,855 of Lakewood's "assistance for Lakewood clients served by the f MDC to submit a timely application for fund	1406" funds to provide MDC at risk of eviction							
(MDC) has 6 Lak submit a timely a	, Lakewood was notified that the Metropolitan kewood clients that were at risk of eviction becomplication for funding through Pierce County anding for these units effective July 31, 2023.	cause the MDC did not							
	ed the August, 2023 cost of \$6,805 for the affe e still needing coverage.	cted clients; 11 months'							
<u>DISCUSSION</u> :	On the following pages.								
	<u>ALTERNATIVE(S)</u> : The City Council could choose to amend this motion or choose not to approve this motion.								
	<b><u>FISCAL IMPACT</u></b> : This motion would obligate \$74,855 in "1406" funds to rental assistance for Lakewood clients served by the MDC.								
Prepared by:	<u> </u>	100							
II III	ong Range & Strategic Planning A Program Manager City Ma	L. Carifiel							

## **DISCUSSION:**

Through Ordinance 731, Lakewood collects the SHB 1406 "Affordable Housing Sales Tax Credit Program authorizing a sales and use tax credit for affordable and supportive housing. The City receives an estimated \$98,000 per year, meaning an estimated total of \$1,960,000 over 20 years. The direction from the Lakewood City Council in the current biennial budget is to use the funds in conjunction with the City's CDBG Major Home Repair Program, CDBG Major Home Repair and Sewer Loan Program, and HOME Housing Rehabilitation Loan Program.

The people affected by the MDC situation are all below 30% Area Median Income (AMI.) HB 1406 funds are encouraged to be used for rental assistance for people below 60% AMI in cities below a population of 100,000, so this recommended use is in keeping with the state authorizing legislation.

Communication from MDC and a table summarizing costs is provided below.

How much funding is needed in total?

LASA has covered the costs for August 2023 totalling \$6,805 (\$5,900 rent plus \$905 utilities.) This request is for Lakewood client rental assistance and utilities for the following 11 months, for a total of \$74,855.

What is the timeline that these funds would be applied? Presume the MDC will be able to pick up after that?

September 1, 2023 through July 31, 2024. MDC will be seeking more permanent funding through grants, PHA etc.

What caused this shortfall and what steps is MDC taking to rectify?

The renewal application was not submitted in time for the selection process. We have updated our processes to ensure timely submission of grants to include the hiring of an in-housing grant writer.

Possible they would be able to reimburse the City at a later date once their funding issues are resolved?

Unfortunately, MDC is not in the position to repay any of these very generously allocated funds.

	End date for PSH funding	Rent per month	Rent covered by LASA				Utilities for 11 months	Total requested from City 1406 Funds for 11	Address	unit	City	zip
12-Oct	30-Jun-23	\$835.00	\$835.00	\$186.00	\$186.00	\$9,185.00	\$2,046.00	\$11,231.00	7330 146th st SW	Α	Lakewood	98439
18-Jul	30-Jun-23	\$1,125.00	\$1,125.00	\$114.00	\$114.00	\$12,375.00	\$1,254.00	\$13,629.00	7230 150th st SW	40	Lakewood	98439
18-Jul	30-Jun-23	\$1,125.00	\$1,125.00	\$138.00	\$138.00	\$12,375.00	\$1,518.00	\$13,893.00	7246 159th st SW	83	Lakewood	98498
21-Aug	30-Jun-23	\$670.00	\$670.00	\$105.00	\$105.00	\$7,370.00	\$1,155.00	\$8,525.00	7318 146th st SW	С	Lakewood	98439
17-May	30-Jun-23	\$875.00	\$875.00	\$177.00	\$177.00	\$9,625.00	\$1,947.00	\$11,572.00	9100 Lakewood Dr. SW	H105	Lakewood	98499
23-Mar	30-Jun-23	\$1,270.00	\$1,270.00	\$185.00	\$185.00	\$13,970.00	\$2,035.00	\$16,005.00	8101 83rd Ave SW	C5	Lakewood	98465
		\$5,900.00	\$5,900.00	\$905.00	\$905.00	\$64,900.00	\$9,955.00	\$74,855.00				

At the August 7 City Council meeting, the Council requested a summary of amounts and uses for 1406 funds and CDBG-HOME funds. Responses are included below.

## 1406 Funds:

Under RCW 82.14.540, the City will receive an estimated \$98,000 per year for 20 years, totaling an estimated \$1,960,000 through 2040. The direction from the Lakewood City Council is to use the funds in conjunction with the City's CDBG Major Home Repair Program, CDBG Major Home Repair and Sewer Loan Program, and HOME Housing Rehabilitation Loan Program given that there is a high demand for home repair and rehabilitation loans in the City.

## **CDBG Funds:**

The City of Lakewood has been a federal entitlement city under the Community Development Block Grant (CDBG) program since 2000 and receives and annual allocation directly from the federal government. Additionally, through the City's partnership with the City of Tacoma, the City qualifies to receive additional funding through the HOME Investment Partnerships Program (HOME) program.

CDBG funds are federal grants and includee the CDBG, HOME Investment Partnerships Program (HOME), National Stabilization Program (NSP), and the Section 108 Loan Fund. Based on the City's Consolidated Plan submitted to the U.S. Department of Housing and Urban Development (HUD), annual direct grants can be used by Lakewood to revitalize neighborhoods, expand affordable housing and economic opportunities, and/or improve community facilities and services, principally to benefit low-and moderate-income persons.

2023 Estimated CDBG Revenue: \$553,819 2024 Estimated CDBG Revenue: \$550,000

In June 2020, the Lakewood City Council adopted the 2020-2024 5-Year Consolidated Plan for the Community Development Block Grant (CDBG) and HOME Investment Partnership Act (HOME) Programs. The policy direction for the investment of these funds has focused on:

- Assisting low and moderate income homeowners maintain their homes through the City's Major Home Repair Program;
- Providing down payment assistance loans;
- Funding in support of infrastructure improvements and development;
- Providing emergency and permanent housing assistance for low-income families displaced through no fault of their own;
- Providing assistance to low-income households to help them afford the housing costs of market- rate units through Tenant-Based Rental Assistance (TBRA) and related rental and mortgage assistance programs;
- Funds to support the acquisition, construction and/or rehabilitation of affordable housing for low- income rentals and/or to facilitate new homeownership opportunities to include a down payment assistance program (e.g., Habitat for Humanity); and
- To demolish blighted and dangerous properties in low-income neighborhoods in order to eliminate blight and foster redevelopment activities.

The following table outlines Lakewood CDBG investments from 2000 through 2021. During that time, the City has invested approximately \$4.6 million to construct road improvements, add sidewalks and install street lights in a large number of low-income neighborhoods throughout Lakewood. The City has also invested almost \$6.6 million in support of affordable and low-income housing such as home repairs, emergency assistance to help displaced individuals find housing, down payment assistance, and repair to affordable housing units owned and operated by the Pierce County Housing Authority.

	CDBG Expenditures by Investment Program									
Year	Infrastructure		Housing	Public Service		Economic Development	Administration	Section 108 Loan Repayment		
2000	\$ 537,860	\$	102,275	\$	34,031	\$ -	\$ 103,618	\$ -		
2001	250,287		126,612	1	60,023	-	153,429			
2002	451,438		357,310	3	78,146	4.	144,069			
2003	399,609		350,529		76,295	-	161,200	- 2		
2004	294,974		407,592	1	80,490		136,553	3		
2005	86,156		359,033	- 1	68,336	4	130,880	-		
2006	164,000		486,607		70,645	-	99,092	14		
2007			427,346	54	66,380		96,940			
2008	9,872		412,527	1	66,818	4	108,066			
2009	20,000		433,021		64,920	-	127,986	13		
2010	522,544		133,537	3	84,394	31,948	131,686	19		
2011	185,482		268,585	1	86,188	2	123,854	-		
2012			280,855	3	34,701	4	100,871	12		
2013	284,852		301,829		3,545	13,230	98,881			
2014	160,000		188,139		48,066	*	108,854	-		
2015	320,000		94,747		131		98,363	12		
2016	321,938		164,352		-	-	106,968	-		
2017	270,493		101,003		-	-	96,106	49,311		
2018	300,000		220,547		-	- 2	102,580	49,813		
2019	-		280,707		-	-	122,805	48,225		
2020	-		386,125			- 2	106,920	-		
2021	49,758		725,333		3	88,805	199,384	13		
Total	\$ 4,629,263	\$	6,608,609	\$ 9	22,978	\$ 133,983	\$ 2,659,106	\$ 147,349		

# REQUEST FOR COUNCIL ACTION

DATE ACTION IS	TITLE: Ratification and	TYPE	TYPE OF ACTION:			
REQUESTED: August 21, 2023	certification of the Proclamation of Emergency executed by City	_	ORDINANCE NO.			
REVIEW:	Manager on August 16, 2023.		RESOLUTION NO.			
		_	MOTION NO. 2023-81			
	ATTACHMENTS:	_	OTHER			
	Proclamation of Emergency					
<b>SUBMITTED BY:</b> John J. C.	aulfield, City Manager					
level and consultation with city exists, as defined in LMC 8.80 residential homes as well as Pi action and the use of all availal necessary to protect life and pr Fire and Rescue, the Clover Pa to provide maximum accommo	the present circumstances, emergy department directors and West Pierce 2.030, due to a wildfire at Fort Steilacoc erce College and Western State Hospit ble city resources as well as the swift at operty. The City is coordinating with ork School District and Department of Nodation for action taken by those agence sible, the City may need to access state	Fire and park, al. This equisition of the age latural R ies to proper to the age.	d Rescue, an emergency which park is bounded by fire requires immediate on of additional resources encies such as West Pierce desources and must be able otect life and property. To			
business and municipal system	el pursuant to emergency authority wil as; during the emergency the City's foca will authorize city officials to take nec consequences to the fire.	ıs will b	e to resolve the emergency.			
ALTERNATIVE(S): The City	y Council could choose modify or rejec	t this pr	oclamation.			
FISCAL IMPACT: The total	fiscal impact associated with this eme	rgency h	nas yet to be determined.			
Heidi Ann Wachter Prepared by						
Troparoa oy	City ivianager iv	v 10 vv				
Department Director						

# CITY OF LAKEWOOD



# **PROCLAMATION**

**WHEREAS,** a wildfire started on Wednesday, August 16, 2023 at Fort Steilacoom Park in the City of Lakewood; and

**WHEREAS,** proclamation of civil emergency will authorize city officials to take necessary extraordinary measures that are required to respond to the fire and protect life and property; and

**WHEREAS,** measures taken at the local level pursuant to emergency authority, will have dire impact on the city's business and municipal systems as resources are directed to the emergency; and

**WHEREAS,** the City Manager has reviewed actions taken at the local level, as well as consulted with the city's department directors and West Pierce Fire and Rescue and based on that consultation finds a proclamation of civil emergency to be necessary and appropriate.

NOW THEREFORE, I, John J. Caulfield, City Manager of the City of Lakewood, as a result of the above-noted situation and pursuant to the provisions set forth in Chapter 8.08 of the Lakewood Municipal Code, do hereby proclaim as follows:

Section 1: Pursuant to Lakewood Municipal Code 8.80.070(A), an emergency exists in the City of Lakewood, State of Washington. Based on my review of the present circumstances, emergency measures taken at the county level and consultation with city department directors and West Pierce Fire and Rescue, I declare that an emergency exists, as defined in LMC 8.80.030, due to a wildfire at Fort Steilacoom Park, which is bounded by residential homes, Pierce College and Western State Hospital. This fire requires immediate action and the use of all available city resources as well as the swift acquisition of additional resources necessary to protect life and property. The City is coordinating with other agencies such as West Pierce Fire and Rescue and must be able to provide maximum accommodation for action taken by those agencies to protect life and property. To the degree appropriate and possible, the City may need to access state and federal resources and financial mechanisms.

Section 2: I direct that the plans and procedures in the Comprehensive Emergency Management Plan (CEMP) for the City of Lakewood be implemented. City departments are directed to utilize city resources and to do everything reasonably possible to assist in an effort to respond to and recover from the impacts of the fire, both directly and as the result of any measures taken to control spread of the fire. I delegate to City Department Directors generally, under the authority of the Comprehensive Emergency Management Plan (CEMP), to reassign personnel from their ordinary duties to work deemed necessary for the emergency without regard to job classifications and to require work beyond normal working hours; to purchase supplies and materials necessary to address the emergency; and to secure the assistance of volunteers and donations of supplies or the use of equipment in performing tasks that facilitate the city's emergency response.

<u>Section 3</u>: In accordance with RCW 39.04.280(1)(c) and (1)(e) and Lakewood Municipal Code 08.80.060, the undersigned has determined that this emergency situation requires the waiver of competitive bidding requirements and the award of necessary contracts necessary to address the emergency and to protect the health, safety and welfare of the public.

<u>Section 4</u>: To the extent practical, a copy of this Proclamation shall be made available to all media outlets within Pierce County and to the general public. In order to give the widest dissemination of this Proclamation to the public, as many other practical means available shall be used, including but not limited to posting on public facilities, and posting on the City's website, <www.cityoflakewood.us>.

<u>Section 5</u>: This Proclamation shall, within forty eight (48) hours, or as soon as practical, be filed with the City Clerk for presentation to the City Council, for ratification and confirmation, or modification or rejection, and if rejected, this Proclamation shall be void. If the City Council rejects this Proclamation, such rejection shall not affect the City's responsibility for actions undertaken prior to such rejection, including the City's responsibilities including the actual costs incurred by those who were ordered by or entered into contracts with the City.

This proclamation shall be terminated by issuance of another proclamation when it is determined that extraordinary measures are no longer required for the protection of the public peace, safety and welfare. Before termination of this civil emergency, there will be consultation with Department Directors and West Pierce Fire and Rescue to determine whether there are any fiscal, public safety response or disaster recovery imperatives that require the continuation of emergency measures.

DONE at Lakewood, Washington this 16th day of August, 2023 at 6:08 p.m.

John J. Caulfield, City Manager



TO: Mayor, Deputy Mayor, and City Councilmembers

FROM: Michael Vargas, Assistant to the City Manager/Policy Analyst

THROUGH: John J. Caulfield, City Manager

DATE: August 21, 2023

SUBJECT: City Hall Redesign Study

ATTACHMENTS: Lakewood City Hall Pre-Design Report

**Purpose:** The purpose of this memorandum is to summarize the City Hall Redesign Study (the "study"), which was an ARPA-funded City Council directive to explore the space needs of departments housed at city hall in order to effectively and efficiently consolidate city staff and services to two floors, freeing up space on the third floor for future tenants to include congressional office space.

**Background:** The City Council authorized the study on April 18, 2022 via Motion 2022-30. The goal of the study was to consolidate city hall staff to two floors, in an effective and efficient manner, accounting for several key factors to include telework trends, the original intent and design of the building, and future departmental needs.

**Funding:** The City Council, via Motion 2021-110, allocated \$100,000 in American Rescue Plan Act (ARPA) funds for the completion of the study.

**RFQ Process:** Commensurate with state law and city policy, an extensive Request for Qualifications (RFP) process was implemented to procure the architectural, design, and consulting services expertise for the study. A panel of Executive Leadership Team (ELT) members received five RFQ applicant packets, reviewed, and came to a consensus on the top two applicants to interview. Mackenzie, an architect and design firm based out of Seattle, was ultimately selected due to their extensive experience to include local government space planning.

**Scope of Work:** A "stakeholder team", comprised of city executive leadership and expert staff, managed the project as representatives for city hall staff. After every key milestone, the stakeholder team reviewed and considered the results, before finalizing moving forward.

The scope of work for the study was the following:

- 1) **Kick-off Meeting/Staff Survey:** The stakeholder team set the overarching themes and direction of the study. In addition, a meeting of the entire ELT along with a city hall staff survey were conducted as well. The results indicated city hall staff are embracing telework, and the original intent of city hall, an in-house full service city, was not born out, thus floor space was underutilized at existing staff and service levels.
- 2) **Existing Building Assessment and Space Measurements:** The consultants obtained as-built measurements of City Hall and understanding the state of the building systems to include MEP and electrical systems.
- 3) **Program Interviews**: The consultants conducted in-depth interviews with each department director to obtain the space needs for the departments, to include current and future space requirements, meeting space needs, equipment and file storage, as well as the possibility of shared workspaces since telework arraignments are ubiquitous across staff working in city hall. At this step, total square footage was calculated for each department.
- 4) **Stacking Plans:** Synthesizing the results of the program interviews, space measurements, and kick-off meeting discussions, a stacking plan was created that conveyed where each department was located on the first and second floors.
- 5) Three Sets of Floor Plans Low, Medium, and High Cost: The three sets of floor plans were created to incorporate all the findings of the study thus far. Each floor plan consolidated departments to the first two floors, with the third floor completely vacated. This allowed for the possibility of leasing out the entire third floor to future community partners, to include congressional office space.
- 6) **Cost Estimates:** After workshopping the floor plans, cost estimates were produced for each. Various assumptions were incorporated into the cost estimates, which posed important implementation questions, such as whether to construct sections of city hall one at a time, or to replace aging furniture. Each assumption drastically impacted the final results.

**Study Outcome:** After reviewing the three floor plans and associated cost estimates, City leadership decided to focus solely on the low cost floor plan, which achieved the goal of consolidating city hall staff to two floors in a cost effective manner. In addition, another set of floor plans was produced, a "2.5 floor plan", which consolidated city hall staff to two and a half floors, with half of the third floor vacated for future tenants. This approach was considered after the final cost estimate for the low cost "2 floor plan", after diligent value engineering and further cost reductions, still proved to prohibitively expensive. See **Table A** for the final construction and consultant cost estimates for both the 2 floor plan and 2.5 floor plan.

# Revised (Low Impact) 2 Floor Plan Description

## First Floor:

- Parks, Recreation, and Community Services, Human Resources, and Municipal Court all remain on the first floor, in approximately the same areas. Legal staff integrated with HR. IT staff moved to second floor.
- Creation of one large PRCS storage room, combining current closet and printing room.
- Front counter space is now internally sealed, since 3<sup>rd</sup> floor tenants have access to internal staff stairwell, located behind the front counter.
- IT deployment space moved next to Court entrance, with new secure door separating Municipal Court.
- New door in Municipal Court to ensure separation of Court and Prosecution from Defense meeting space.
- New Mayor/City Council office in Council Chambers room, replacing current food preparation area.

# Second Floor:

- City Manager Office, CED, PWE, Administrative Services (Finance and IT) located on second floor.
- CED in between PWE in west wing, and City Manager Office, Administrative Services in east wing.
- New secure door and wall separating part of the current public hallway for CED office space and new large conference room for public use

# 2.5 Floor Plan Description

#### First Floor:

- First floor department adjacencies kept same as revised 2 floor plan.
- No structural changes to first floor west wing housing PRCS, HR and Legal.
- New secure wall and door behind front counter to create a hallway for 3<sup>rd</sup> floor tenants to access internal staff stairwell.
- New door in Municipal Court to separate Court and Prosecution form Defense meeting space kept.
- New Mayor/City Council office in Council Chambers kept.

## Second floor:

- Public Works Engineering and Community Economic Development house this floor.
- No new structural changes.

## Third Floor:

- City Manager Office, Administrative Services (Finance and IT), and Legal on third floor west wing.
- No new structural changes, except for new secure doors to separate west wing from east wing tenant.
- Public hallway remains common area for both City staff and tenant staff.

	Table A: Construction and Consultant Cost Estimates	
	Revised 2 floor plan	2.5 floor plan (recommended)
Construction Cost (approx.)	\$941,000	\$183,000
Consultant Cost (approx.)	\$258,000	\$172,000
Total Cost	\$1,199,000	\$355,000

**Recommendation:** It is recommended that the City not move forward to consolidate City Hall operations from 3 floors to 2 floors or 2.5 floors given the layout and construction of the building does pose challenges resulting in significant costs that cannot be justified coupled with resource restraints and other policy priorities. The study highlighted that the design and layout of city hall does not make it conducive to a remodel of any kind.

However, Congresswoman Strickland's office has an interest in expanding their existing office space on the 3rd floor of City Hall. It is recommended that a Tenant Improvement (TI) study be conducted to understand the costs of congressional office accommodation that would occur in the 2023 to 2024 timeline.

# MACKENZIE.



# LAKEWOOD CITY HALL

PRE-DESIGN REPORT AUGUST 16, 2023



# **OUR HISTORY. OUR FUTURE. OUR PROMISE.**

The values of our founder, Tom Mackenzie, remain the hallmarks of our firm.

Upon this foundation, we have steadily and intentionally built leaders in architecture, interiors, engineering, and planning, focused on delivering the highest level of design excellence in service to our clients.

This mark is our signature and our promise.

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# INTRODUCTION

# Project Team

# City of Lakewood

John Caulfied - City Manager

Michael Vargas - Assistant to the City Manager / Policy Analyst

**Tho Kraus** - Deputy City Manager

**David Bugher** - Community Development Director

Rafik Gindy - Building Official

Paul Bucich - Public Works Engineering Director



# Mackenzie

**Brett Hanson** - Principal in Charge

Kim Doyle - Project Manager

Alexis Bauer - Lead Interior Designer



# **BCE Engineers**

Chris Caffee - Mechanical Engineer

Ben Hedin - Electrical Engineer



# **Roen Associates**

Matt Wiggins - Cost Estimator



# Project Introduction

# PROJECT BACKGROUND

The City of Lakewood is seeking to renovate their existing City Hall building, which was originally built in 2002, and also houses municipal court.

As detailed throughout this report, the renovation has been designed in an effort to better meet the needs and goals of the City of Lakewood. The main goals of the city are to provide a more efficient operational model and layout, maintain department culture, better align with the current space demand for individual departments, and allow for future staff growth while exploring the option to minimize the overall square footage requirement for the City of Lakewood.

The City of Lakewood selected Mackenzie to assist with an evaluation of the existing conditions of the current facility; work with staff to develop the building space-needs program for renovation; and provide a conceptual design and cost estimate for the building.

Mackenzie, which was established in 1960 and is based in Portland, Oregon, provides an integrated design approach to projects, including architecture, structural engineering, landscape architecture, civil engineering, land use planning, transportation planning and interior design services. Mackenzie's Public Projects team specializes in municipal and emergency response facility design, space needs evaluations, and bond campaign assistance. In the past decade, Mackenzie has worked on publicly funded projects in Oregon and Washington for more than 50 counties and municipalities, providing design and engineering services.

The project has been conceived as a renovation to meet the 10-year needs of the City. The reconfigured departments are envisioned to be consolidated from three floors to two floors, with the ability to expand departments as needed and provide flexibility for tele-work. After the initial collaborative programming process, Mackenzie developed conceptual building designs for the facility, with input received from core team stakeholders. An estimate of anticipated project costs, inclusive of construction, consultant, and owner costs required to fund the project has been provided based on Low Impact, Medium Impact, and High Impact options.

Once the initial design and project costs were established, the City decided to look at two additional plan options to reduce project cost. Mackenzie then provided a revision to the Low Impact Plan, and a new option to decrease the City's current square footage to consolidate departments onto two and a half floors without impacting the existing architectural elements. An estimate of anticipated project costs, inclusive of construction, consult and and owner cost was provided for the new options.

The information contained within this report provides a detailed overview of Mackenzie's work with the City of Lakewood. All steps involved in this process have been documented and organized based on the associated task, and are contained within the pages of this report for the City of Lakewood's consideration. Recommendations have been outlined at the end of the Executive Summary.

**Project Introduction** 

# **Executive Summary**

Public facility design is unique in that the building and all its functions are tools integral to the effective and efficient enhancement of operations and safety for both city staff and community members.

The following report encompasses the primary tasks requested by the City of Lakewood to determine the feasibility of a renovation to the facility to meet the criteria stated above including:

- Task 1: Existing Facility Assessment
- Task 2: Program Development
- Task 3: Plan Development
- Task 4: Concept Design
- Task 5: Cost Development
- Task 6: Concept Design Revisions
- Task 7: Cost Development

#### Process and Methodology

Mackenzie employed programming, communication, consensus-building, and goal-setting techniques to ensure that the final report meets the expectations of the stakeholders involved in the process. Using a multidisciplinary approach, extensive public project experience, and lessons learned on previous public building projects, the team provided architectural, structural, and space planning services to meet the project objectives and deliverables.

Mackenzie worked with key staff within the City Hall throughout the design process to support and strengthen dialogue between the Design Team and the City. The process encompassed the following tasks, each of which have been documented within this report.

#### Task #1: Existing Facility Assessment

Mackenzie toured the existing facility at 6000 Main St SW to examine and document current space uses, operations, and building systems. This evaluation sets the stage for additional programming dialogue around operational requirements, department culture, and required adjacencies.

The preliminary focus of this task concentrated on examination and documentation of existing uses, department adjacencies, building access and circulation, ADA compliance, and life safety compliance. Primary concerns noted through evaluation of the existing facility includes:

- Restrooms are deficient in meeting current Accessibility requirements
- Departments are separated and not efficiently organized
- Departments have excess space that is underutilized
- Basement storage is not effectively utilized
- Increase security at all public facing spaces

#### Task #2: Program Development

In conjunction with examination of present conditions, Mackenzie worked closely with City of Lakewood staff to better understand the current space needs and those projected based on a 6-year and 10-year growth forecast. The critical needs of the City identified in the assessment include a welcoming lobby and front counter, enhanced flexibility in the use of space, conference rooms available for sharing between departments, and places for City staff to meet with members of the community, among other programmed spaces. Mackenzie used a survey sent to all staff members at the City to gain an understanding of City culture and current and future space needs. A Discovery Session was conducted with the Stakeholder Group to validate programming needs and adjacencies. Mackenzie utilized typical space standards for the space identified during that exercise. The team developed a program matrix that identified the required spaces, their approximate size, and the amenities and equipment within each space. After development of this document, Mackenzie reviewed the findings with the City to clarify any questions or comments brought up over the course of the programming process.

Evaluation of the space needs program determined that the departments currently spread across three floors can be comfortably condensed to two floors.

#### Task #3: Plan Development

In this task, Mackenzie utilized the programming document developed under the previous task to develop adjacency diagrams to illustrate spatial adjacencies and relationships specific to the day to day workflow of individual departments within the City of Lakewood. Two unique stacking plans were created and reviewed with the Stakeholder group. Option one was chosen to move forward to the next phase.

#### TASK #4 AND #6: Concept Design and Revisions

After receiving approval on of adjacency plans, option one, Mackenzie continued to develop floor plan options. Under this task, three floor plan options were prepared to reflect a Low, Medium, or High impact to the building. All options were reviewed with the Stakeholder group, and revisions were made based on detailed feedback. The decision was made to take the three options forward to the Cost Development stage.

After the City reviewed the project costs from the original design options, the City elected to look at two additional plan options to reduce project cost. Mackenzie developed a revision to the Low Impact Plan to minimize modifications to existing architectural elements, while still meeting the City's program and consolidation objectives. The second plan option encompassed reconfiguration of the departments onto two and a half floors without impacting the existing architectural elements.

#### Task #5 and #7: Cost Development

Utilizing the Low, Medium, and High impact concept floor plans, Roen Associates, Inc. developed a Statement of Probable Cost for the work associated with each option. These cost projections are comprised of the opinion of costs related to the anticipated construction costs and general contractor margins based on a publicly funded project requiring prevailing wage rates for construction.

In conjunction with the development of the direct construction costs, Mackenzie prepared cost forecasts for consultant costs, including architectural/enginerring fees, construction management fees, and special inspections. A final cost matrix has been prepared that provides a comprehensive look at all anticipated costs associated with the project, summarized to reflect the construction cost, consultant costs, and owner costs.

At the City's request an estimate of anticipated project costs, inclusive of construction, consultant and owner cost was provided for the new options as well.

Below are the anticipated total project costs for each design option evaluated:

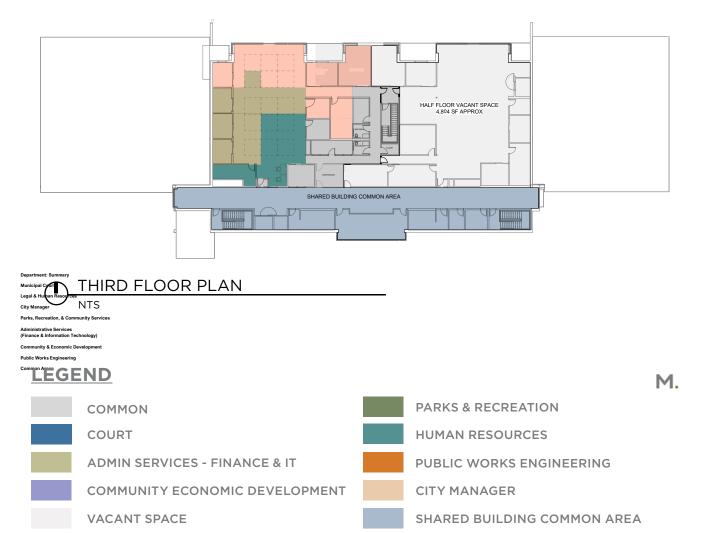
OPTIONS	TOTAL COST
LOW IMPACT	\$13,340,979
MEDIUM IMPACT	\$14,576,025
HIGH IMPACT	\$17,949,080
LOW IMPACT REVISION	\$1,581,743
DECREASED SQUARE FOOTAGE	\$733,014

For MEP Executive Summary and findings refer to Addendum D.

#### Summary of Recommendations

- After considering costs, organization goals, and the other floor plans, the decreased square footaged floor plan provides the most cost-effective option for consolidating city staff, freeing up some third floor space for community partners, while maximizing operational efficiency for city hall staff.
- The cost to consolidate to 2.5 floors is the construction costs of \$183,000 and the consultant costs of \$172,000 for a total of \$355,000.

DECREASED SQUARE FOOTA	GE CONSTRUCTION COST
CONSTRUCTION COSTS	\$183,485
CONSULTANT COSTS	\$172,326
TOTAL CONSTRUCTION COST	\$355,811



# EXISTING FACILITY ASSESSMENT

# Existing Facility Assessment

The City of Lakewood serves a population of 63,612 within a City of 18.95 square miles. The existing facility 54,597 square feet across three floors, with an additional of 18,195 square feet of garage/basement level for a total of 72,792 square feet.

use. Mackenzie's primary observations have been summarized with photo identification noted on the following floor and site plans and subsequent pages of this section.

The existing City Hall is located at 6000 Main Street SW, Lakewood, WA 98499. It was built in 2002 to house the City Hall functions and Municipal Court.

Mackenzie performed an architectural, structural, and high level building systems observation of the existing building, including review of its current

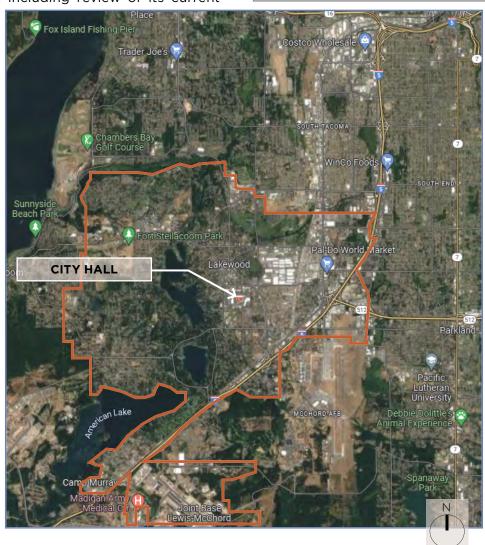
#### LAKEWOOD, WASHINGTON

■ Established: 1996

Population: 63,612 (2020)

City of Lakewood Area: 18.95 sq. miles

County: Pierce



NOT TO SCALE

# Existing Facility Site



#### **EXISTING CITY HALL**

#### LOCATION

- 6000 MAIN ST SW
- LAKEWOOD, WA 98499

#### YEAR BUILT

**2**002

#### **BUILDING SIZE**

- 54,597 square feet
- 18,195 square foot basement

#### PARKING ON-SITE

- 23 underground parking spaces
- Shared surface parking with adjacent tenants

#### **FLOORS**

- 3 levels above ground
- 1 basement level

#### ZONING

Commercial

#### FIRE SPRINKLERS

Yes

#### **CONSTRUCTION TYPE**

■ III and I



# Existing Facility Documentation



#### MAIN ENTERANCE

 MODIFY RECEPTION COUNTER TO PROVIDE INVITING ENVIRONMENT TO PUBLIC WHILE MAINTAINING SAFETY FOR CITY EMPLOYEE'S.



#### SECOND FLOOR RECEPTION

- COMMUNITY AND ECONOMIC DEVELOPMENT PERMITTING COUNTER IS CLOSED TO THE PUBLIC DUE TO DIGITAL PERMITTING.
- RECOMMEND REPURPOSING SPACE TO ALLOW FOR STAFF WORKSATIONS.



#### **OPEN OFFICE**

■ SPACE IS UNDER UTILIZED AND NOT PROMOTING COLLABORATION.

**Existing Facility Context** 

# Existing Facility Documentation



#### RESTROOMS

■ RESTROOMS NOT MEETING CURRENT ADA REQURMENTS.



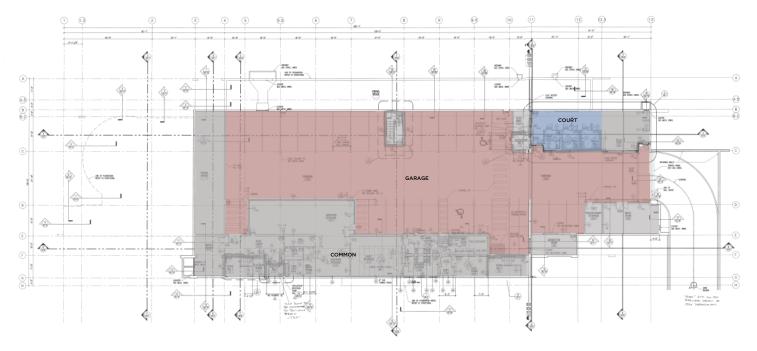
#### **OFFICE**

- EXISTING LONG TERM STORAGE EMPTY.
- RECOMMEND REMOVING FILE STORAGE TO ALLOW FOR STAFFING WORKSTATIONS TO BE CONSOLIDATED.



#### **BASEMENT**

- EXISTING LONG TERM STORAGE OVERFLOWING OR EMPTY.
- RECOMMEND DIGITIZING DOCUMENTATION TO INCREASE USABLE SQUARE FOOTAGE.



## EXISTING GARAGE FLOOR PLAN NTS



EXISTING FIRST FLOOR PLAN

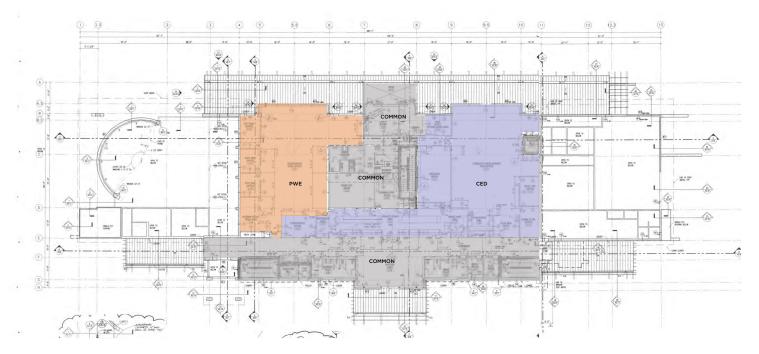
NTS

\*FULL SIZE PLANS IN APPENDIX

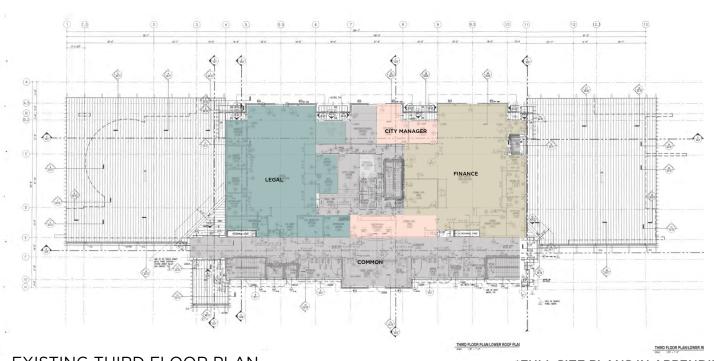
#### **LEGEND**



**Existing Floor Plans** 



# EXISTING SECOND FLOOR PLAN NTS





\*FULL SIZE PLANS IN APPENDIX

#### **LEGEND**



# PROGRAM DEVELOPMENT

# Programming Summary

Programming is a critical first step for any project. Programming is a method used to determine the space requirements of an organization. Through a series of surveys, questionnaires and discussions the team identifies the requirements for offices, workstations, support spaces, like conference room or dedicated storage, for each department or work group, as well as common spaces used by all employees. The design team also seeks to understand key adjacencies and work-flow to maximize efficiency. This document serves as our road map for future phases and design.

Mackenzie worked with the City of Lakewood stakeholders and department leadership to review the City's existing conditions and identify future growth based on 6-year and 10-year projections. Through the discovery session and the use of programming questionnaires, Mackenzie established key adjacencies and space needs.

Through this process, the team identified that by improving departmental adjacencies and efficiencies the City of Lakewood could reduce their square footage needs by approximately 10,000 square feet. This would allow the City of Lakewood to consolidate from three floors to two floors.

Beyond the office program requirements, there are important parking and storage requirements for this building use; secure parking for staff and city vehicles, secure parking and transportation for court, and storage and workshop space for on-site facilities team.

The City is considering the use of hoteling

workstations, or shared workstations to minimize the overall space need to accommodate for staff that tele-work on a regular basis. The Legal and Human Resources departments embraced hoteling and identified several postitions that could either reduce their current footprint or share space. This is illustrated in the program summary. This group made these recommendations with the understanding that several other departments would also hotel, freeing up additional office and workstation for employees. If other departments elect not to hotel on a larger scale, Mackenzie would recommend maintaining 2 additional private office and workstations for the Legal and Human Resource departments use. Positions that will utilize shared workstations have been identified in the programming document.

The City also determined that no substantial growth is expected for City staff in the next 6-10 years. The growth projections were capped at 2 employees per the City Managers direction.

Reductions in square footage were also identified in the garage based on typical space standards, however the garage space remains the same, with no changes to the overall square footage.

The following pages outline the specific square footage for each space identified by the project team during the programming effort. Specific space needs have also been identified in the comments, as appropriate (i.s. equipment, furniture layouts, etc.).

# Space Requirements Summary

#### PROGRAMMATIC SPACE NEEDS ASSESSMENT

Space   Room Use		Staffing Red	quirements		Tota	Required S	Square Foota	age
4	Exist	2023	6 year	10 year	Exist	2023	6 year	10 year
Department: Summary								
Municipal Court	14	14	14	14	8,921	7,825	7,905	7,905
Legal & Human Resources	16	16	16	16	5,173	2,085	2,085	2,085
City Manager	5	5	5	5	451	728	728	728
Parks, Recreation, & Community Services	14	14	14	14	3,464	2,830	2,830	2,830
Administrative Services (Finance & Information Technology)	13	13	13	13	4,352	3,135	3,135	3,135
Community & Economic Development	20.5	20.5	20.5	20.5	3,974	2,265	2,265	2,345
Public Works Engineering	20.5	20.5	20.5	20.5	3,293	2,201	2,201	2,201
Common Areas	3	3	3	4	30,910	29,373	29,373	29,453
TOTAL	106	106	106*	108*	60,538	50,441	50,521	50,681
Garage					10,950	6,500	6,500	6,500

<sup>\*</sup>Total growth for City per City Manager

Space   Room Use	Staff	fing Req	uireme	nts	Spa	ce Req	uiremen	its		mended Spa tandards		Space Type	Total Re	quired \$	Square I	ootage
	Exist	2023	6 yr	10 yr	Exist	2023	6 yr   1	l0 yr	Width	Length	Area	, , , , , , , , , , , , , , , , , , ,	Exist	2023	6 yr	10 yr
Department: Municipal Court																
Municipal Court Offices																
Index			4	4		4	4	4	40	45	400		0.40	400	400	404
Judge In office full time; existing includes current private resi	room	1	1	1	1	1	1	1	12	15	180	private	242	180	180	18
Court Administrator	1	1	1	1	1	1	1	1	10	12	120	private	160	120	120	12
In office full time							·							•		
Pro Tem	1	1	1	1	1	1	1	1	10	12	120	private	155	120	120	12
Part time Court Compliance	2	2	2	2	1	1	1	1	24	12	288	shared		288	288	28
All in office full time			2	۷,			- 1	- 1	24	12	200	Silaieu		200	200	20
Probation	1	1	1	1	1	1	1	1	10	12	120	private		120	120	12
In office part time								. 11								
Court Sergeant PD In office full time	1	1	1	1	1	1	1	1	10	12	120	private	575	120	120	12
Public Defenders	3	3	3	3	3	3	3	3	10	12	120	private	370	360	360	36
In office full time											.20	pirrate	0.0	000	000	- 00
Court Clerks	4	4	4	4	4	5	6	6	8	8	64	WS	1877	320	384	38
In office full time  Group Total:	14	14	14	14									3379	1628	1692	169
·	14	14	14	14									33/9	1020	1092	109.
Municipal Court																
Courtroom - Large					1	1	1	1			1699	exist	1699	1699	1699	169
Odditiooni Edigo						•	•	- 11			1000	OXIO	1000	1000	1000	100
Courtroom - Standard					1	1	1	1			633	exist	633	633	633	63
Count Labor (10 magnia)					1	1	1	1	20	24	480		660	480	480	48
Court Lobby (10 people)  Currently have display cases						I.	- 1	- 1	20	24	400		000	400	460	40
Reception (2 WS)					1	1	1	1	10	15	150		308	150	150	15
2 WS for court compliance, metal detector + xray																
Court Restrooms  With vestibule, not currently used when court in session.					1	1	1	1					250	250	250	25
Jury Room	on				1	1	1	1	17	27	459		200	459	459	45
For deliberations, coffee + meals						•	•	- 11	.,	21	100		200	400	400	- 10
Jury Restroom					1	1	1	1	7	7	49		56	49	49	4
Defendant Halding						0	0		10	40	400		040	040	040	0.4
Defendant Holding Secure holding in basement					2	2	2	2	10	10	100		616	616	616	61
Defendant Toilet					1	1	1	1	10	10	100		106	106	106	10
In basement							•									
Group Total:													4528	4442	4442	444
Support Spaces																
Copy   Work Room  Currently has storage					1	1	1	1	10	15	150		457	150	150	15
Secure File Storage					1	1	1	1	5	8	40			40	40	4
Survey indicated files currently stored in secured file	room, nee	ed on hand														
Staff Restroom					1								55	0	0	
Shared Break   Coffee					0	0	0	0	15	20	300		0	0	0	
Coffee + meals					U	U	U	U	10	20	300		ll O	U	U	
Group Total:				0									512	190	190	19
SU TOTAL	14	14	14	14								SU TOTAL:	8419	6260	6324	632
										GENERAL	CIRCULA	TION (25%):		1565	1581	158
										TOTAL	SQUAR	E FOOTAGE:	8921	7825	7905	790

Program: MUNICIPAL COURT

Out and I Beautiful	Staffi	ng Requ	ıiremer	nts	Space	e Requi	rement	s		mended Spa	ace	O T		Total Re		
Space   Room Use	Exist	2023 (	6 yr   1	0 yr	Exist 2	2023   (	3 yr   10	0 yr	W	tandards L	Area	Space Type		quare F 2023		10 yr
Department: Legal & Human Resources																
Legal																
City Attorney	1	1	1	1	1	1	1	1	7	10	70	iuman		70	70	70
Hybrid, in office as needed	1	ı	- 1	- 1	- '	- 1	- 1	- 1	1	10	70	jump		70	70	/(
City Clerk	1	1	1	1	1	1	1	1	7	10	70	jump		70	70	70
Hybrid, in office as needed. Jump station  Assistant City Attorney	2	2	2	2	2	2	2	2	10	15	150	private		300	300	30
Hybrid, in office as needed. Private office that can be s														'	•	
Associate City Attorney  Hybrid, in office as needed. Private office that can be s	2 hared with	2 ADA acce	2 essible. 1	2 office sl	2 hared by 2	2 staff	2	2	10	15	150	private		300	300	30
Public Records Specialist	2	2	2	2	2	2	2	2	8	8	64	WS		128	128	12
Hybrid, in office 1 day/wk and as needed  Office Assistant	3	3	3	3	2	2	2	2	7	10	70	jump		140	140	14
Hybrid, in office assigned weekly as needed. Jump WS											70	Jump		140	140	14
Office Assistant - Front Desk Assigned to front desk	1	1	1	1	1	1	1	1	8	8	64	WS		64	64	6
Group Total:	12	12	12	12									3598	1072	1072	107
Human Resources																
Human Resources Director	1	1	1	1	1	1	1	1	12	15	180	private		180	180	18
Hybrid, in office as needed	- 1	ı	ı	- 1	- 1	- 1		- 1	12	10	100	private		100	100	10
Human Resources Analyst Hybrid, in office as needed. Standard WS/high partition	2	2	2	2	2	2	2	2	8	8	64	WS		128	128	12
Human Resources Technician	1	1	1	1	1	2	2	2	8	8	64	WS		128	128	12
Hybrid, in office as needed. Standard WS/high partition				4					,				1000	400	100	- 10
Group Total:	4	4	4	4									1336	436	436	43
Dedicated Support Spaces																
Human Resources Private Storage					1	1	1	1	5	8	40		239	40	40	4
Physical records with confidential information to be sto Legal Private Storage	red in lock	able file ca	abinets.		0	1	1	1	5	8	40			40	40	4
Private storage to process NCIC backgrounds for crim	inal case p	rocessing.	Lockable	e room	U			- '	3	0	40			40	40	-
Secure Printer Preferred for HR/Legal needs					0	1	1	1	8	10	80			80	80	8
Group Total:	0	0	0	0									239	160	160	160
Shared Support Spaces																
Phone Room					0	0	0	0	5	9	45			0	0	
										•						
Shared Conference Room (6-8)					0	0	0	0	14	18	252			0	0	-
Conference (Full Department)					0	0	0	0	17	32	544			0	0	
Conference   Private Conversation					0	0	0	0	10	12	120			0	0	
Shared Break   Coffee				П	0	0	0	0	15	20	300			0	0	
Ref, micro, water cooler								- 11								
Wellness Ref, sink					0	0	0	0	9	10	90			0	0	
Group Total:	0	0	0	0									0	0	0	
SU TOTAL	16	16	16	16								SU TOTAL:	5173	1668	1668	1668
			-101	10						GENERAL	CIRCUL	ATION (25%):	0113	417	417	417
										TOTA	L SQUAF	RE FOOTAGE:	5173	2085	2085	2085

<sup>\*</sup>Mackenzie recommends adding 2 PO, 2 WS, 1 Jump

Space   Room Use	Staffin	٠.	uireme		Space		irement			nmended Spa Standards		Space Type	S	Total Re Square F 2023	ootage	10 yr
Department: City Manager	Exist   2	020	о <b>у</b> . Т	y. <sub> </sub>	Exiot   2	020	o y.   .	о <b>у</b> .	·		Aicu		LXIO	2020	о у. <sub>Т</sub>	io yi
City Manager																
City Manager	1	1	1	1	1	1	1	1	15	18	270	Private	285	270	270	270
In office M-F/some hybrid																
Assistant to City Manager/Analyst	1	1	1	1	1	1	1	1	8	8	64	WS	165	64	64	64
Hybrid, in office M-W																
Communications Manager	1	1	1	1	1	1	1	1	10	12	120	Private		120	120	120
In office 3/4 days		•	•		•	•	•	•		•	•		•	•	•	
Communications Coordinator	1	1	1	1	1	1	1	1	8	8	64	WS		64	64	64
In office 3-4 days																
DEI Position	0.5	0.5	0.5	0.5	1	1	1	1	8	8	64	WS		64	64	64
Part time, in office																
Intern	0.5	0.5	0.5	0.5	0	0	0	0	7	10	70	Flex		0	0	0
TBD in office or hybrid. WS shared with DEI staff												'				
Group Total	5	5	5	5									450	582	582	582
Shared Support Spaces										1	1			-1	-	
Administrative Lobby   Waiting					0	0	0	0	10	15	150			0	0	0
Not needed, 1-2 can be in front lobby											-					
Shared Conference Room (4-6)					0	0	0	0	12	16	192			0	0	0
Used 4-5 times/month, 1-2 person meetings often																
Shared Conference Room (8-10)					0	0	0	0	15	20	300			0	0	0
Used 2 times/month																
Shared Copy   Print					0	0	0	0	10	15	150			0	0	0
Wellness   Quiet					0	0	0	0	9	10	90			0	0	0
No sink/fridge, just space																
Shared Coffee   Break					0	0	0	0	15	20	300			0	0	0
Ref, Micro, coffee, water - no DW or range																
Group Total	0	0	0	0									0	0	0	0
SU TOTAL	5	5	5	5								SU TOTAL:	450	582	582	582
										GENERAL	CIRCULA	TION (25%):		146	146	146
												E FOOTAGE:	451	728	728	728
										IUIA	LOQUAR	E FOUTAGE:	451	728	728	728

Program: CITY MANAGER

197

Space   Room Use	Staff	ing Req	uireme	nts	Space	e Requi	remen	ts		mended Spa	ace	Space Type		Total Re Square F		
opace   Room ose	Exist	2023	6 yr   1	0 yr	Exist 2	2023 (	3 yr   1	0 yr	w	L	Area	opace Type	Exist	2023	6 yr	10 yr
Department: Parks, Recreation, & Comm	unity Se	ervices							•							
	,															
Parks, Recreation, & Community Services																
Recreation Staff	6	6	6	6	5	5	5	5	8	8	64	WS	2453	320	320	320
Hybrid, in office days vary. 5 stations for 6 staff															100	
Administrative Hybrid, in office days vary	1	1	1	1	1	1	1	1	10	12	120	Private		120	120	120
Human Services	1	1	1	1	1	1	1	1	8	8	64	WS		64	64	64
Currently tucked in CED	•	•	•	•		•	•	- 1			0.					
Facilities	2	2	2	2	2	2	2	2	8	8	64	WS	137	128	128	128
Hybrid, in office days vary; matching 3rd floor office w/			1	4		4	4		10	40	100	5		100	100	400
Capital Projects  In office full time - needs layout space; could be shared	1/open of	1	1	1	1	1	1	1	10	12	120	Private		120	120	120
Other	3	3	3	3	3	3	3	3	6	6	36	WS		108	108	108
Temporary & Seasonal workers, Volunteers. 3 stations	for 3 staff															
Group Total	14	14	14	14									2590	860	860	860
Dedicated Support Spaces																
Report Taking					1	1	1	1	8	8	64			64	64	64
At front desk					4		- 1	1	45	00	200		400	200	200	200
Storage  Records + miscellaneous signs, seasonal items, equipr	ment Nee	d a few loc	ked draw	ers/are	as Adopt a	Street Bi	ns	1	15	20	300		138	300	300	300
Storage						1	1	1	12	20	240			240	240	240
W/D for facilities (currently 2nd flr), closets w/custodial	items															
Facilities Workspace/Storage					1	1	1	1	20	40	800		176	800	800	800
Group Total	<u> </u>	٥	٥	٥				П					31/	1404	1404	1404
	U	U	V <sub>I</sub>	U									J 314	1707	1707	1707
Shared Support Spaces																
Lobby   Waiting (2-4)					0	0	0	0	10	15	150			0	0	0
With Will Call for document pickup, public art display, i	informatio	n (flyers, s	urveys, co	onnecti		U	U	U	10	13	130			U	U	0
Shared Conference (4-6)					0	0	0	0	12	16	192			0	0	0
12/month																
Shared Conference (6-8) 4/month					0	0	0	0	14	18	252			0	0	0
Shared Conference (8-10)					0	0	0	0	15	20	300			0	0	0
8/month						۰	0	- O	10	20	000					
Shared Conference (10-12)					0	0	0	0	15	24	360			0	0	0
5-8/month						-		- 11								
Shared Conference (15-20) With food + beverage inside or outsides					0	0	0	0	20	30	600			0	0	0
Shared Conference   Council Meeting					0	0	0	0	50	70	3500			0	0	0
Lobby as event space (holidays, rain out space, open h	nouse)					-			00		0000					
Shared Phone Room					0	0	0	0	5	9	45			0	0	0
Observed Wests LOS vivi						0			40	60	0.10		004		٦	
Shared Work   Copy 2 printers, 1 plotter, 1 laminator					0	0	0	0	12	20	240		221	0	0	0
Shared Break   Coffee					0	0	0	0	15	20	300			0	0	0
DW, micro, coffee, sink, refrigerator, water cooler, stov	e. Windo	ws/outside	access													
Shared Wellness					0	0	0	0	9	10	90			0	0	0
Micro, UC refrigerator, sink, phone  Group Total	0	0	0	0				- 1					221	0	0	0
Group rotal	U	U	U	U									221	- U		0
SU TOTAL	14	14	14	14								SU TOTAL:	2811	2264	2264	2264
										GENERAL	CIRCUL	ATION (25%):		566	566	566
										TOTA	L SQUAF	RE FOOTAGE:	3464	2830	2830	2830

Space   Room Use		g Requ					iremen		Sta	nended Spa andards		Space Type		Total Re Square F	ootage	
Department: Administrative Services - F	Exist 2		3 yr   1	l0 yr	Exist   2	2023	6 yr   1	0 yr	w	L	Area		Exist	2023	6 yr	10 yr
	illalice al	iu ii														
Finance																
Deputy City Manager In office full time	1	1	1	1	1	1	1	1	12	15	180	Private	205	180	180	180
Assistant Finance Director Hybrid, in office M/T	1	1	1	1	1	1	1	1	10	12	120	Private		120	120	120
Finance Supervisor	1	1	1	1	1	1	1	1	10	12	120	Private		120	120	120
Hybrid, in office M/T, private office Financial Analyst	1	1	1	1	1	1	1	1	8	8	64	WS		64	64	64
In office full time						-	- 1									
Finance Analyst Hybrid, in office M/W	1	1	1	1	1	1	1	1	8	8	64	Share		64	64	64
Lead Finance Tech  Hybrid, in office M/T, payroll conversations need to be	private.	1	1	1	1	1	1	1	10	12	120	Private		120	120	120
Finance Tech	1	1	1	1	1	1	1	1	8	8	64	Share		64	64	64
Hybrid, in office M/T, shared with other finance tech Finance Tech	1	1	1	1	0	0	0	0	8	8	64	Share		0	0	0
Hybrid, in office W/F, shared with other finance tech. S  Group Total	Shared statio	n 8	8	8									3267	732	732	732
IT													, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	. 02	. 02	. 02
Chief Information Officer	1	1	1	1	1	1	1	1	12	15	180	Private		180	180	180
In office full time																
Network Admin In office full time	1	1	1	1	1	1	1	1	8	8	64	WS		64	64	64
GIS Analyst In office full time	1	1	1	1	1	1	1	1	8	8	64	WS		64	64	64
IT Analyst	1	1	1	1		1	1	1	8	8	64	WS		64	64	64
New position not yet filled IT Specialist	1	1	1	1	1	1	1	1	8	8	64	WS		64	64	64
In office full time  Group Total	5	5	5	5									1085	436	436	436
Dedicated Support Spaces				- 11				- "					, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
					1	1	4	4	5	8	40			40	40	40
Secure File Storage Lockable cabinet or room							1	1			40					
Secure File Storage 4-5 lateral for long term storage, in basement until auth	horized to de	estroy			1	1	1	1	10	16	160			160	160	160
IT Storage and Deployment Prep Secured, matching sizing of existing area; includes ser	Lor room or	d storage			1	1	1	1	25	44	1100			1100	1100	1100
Storage	Ver room a	ia storage			1	1	1	1	5	8	40			40	40	40
Smart board storage for checkouts  Server Room - see IT Stor   Deploy					0	0	0	0	12	18	216			0	0	0
Secured, 6 racks, prefer raised access floor, on general Network Closets	ator				0	0	0	0								
Current throughout bldg work well, matching existing s				- 1	U	U <sub>1</sub>	U	U]								
Group Total	0	0	0	0										1340	1340	1340
Shared Support Spaces																
Lobby   Waiting (6-8) With information display					0	0	0	0	10	15	150			0	0	0
Video Kiosk   Self Service  Within lobby					0	0	0	0	6	9	54			0	0	0
Reception	3	3	3	4	0	0	0	0	8	8	64			0	0	0
(3) WS, 1 future Phone Room					0	0	0	0	5	9	45			0	0	0
Shared Conference (4-6)					0	0	0	0	12	16	192			0	0	0
Shared Conference (8-10)					0	0	0	0	15	20	300			0	0	0
							·									
Shared Conference   Auditors Intermittent, 5 months/year if in person, up to 3 ppl, ca	n use confe	rence roo	m anywi	here in bl		0	0	0	10	12	120			0	0	0
Shared Copy   Print  Dedicated printer for Finance for check runs, enclosed	d work room				0	0	0	0	8	10	80			0	0	0
Shared Coffee   Break					0	0	0	0	15	20	300			0	0	0
Micro, coffee, sink, refrigerator, water cooler, vending,  Group Total	toaster ove	n 0	0	0									0	0	0	0
SU TOTAL	13	13	13	13								SU TOTAL:	4352	2508	2508	2508
												TION (25%):		627	627	627
										TOTAL	LSQUAR	E FOOTAGE:	4352	3135	3135	3135

Program: ADMINISTRATIVE SERVICES - FINANCE & IT

2220022.00

Department: Community & Economic Develor  Community & Economic Development  Director  In office full time  Building Official In office M-Th  Economic Development Manager In office full time  Planning Manager - Development Services Hybrid, in office M-W  Planning Manager - Long Range Planning Hybrid, o days in office  ARPA Program Coordinator Hybrid, 1 day in office  Associate Planner - Long Range Hybrid, in office T/Th  SSMCP Manager Hybrid, o days in office		2023   nt	1 1 1	1	1 1	1	Syr 10	0 yr	W	L	Area		Exist	2023	6 yr	10 yr
Community & Economic Development  Director In office full time Building Official In office M-Th Economic Development Manager In office full time Planning Manager - Development Services Hybrid, in office M-W Planning Manager - Long Range Planning Hybrid, 0 days in office ARPA Program Coordinator Hybrid, 1 day in office Associate Planner - Long Range Hybrid, in office T/Th SSMCP Manager	1 1 1 1	1	-		1	1	, I									
Director In office full time Building Official In office M-Th Economic Development Manager In office full time Planning Manager - Development Services Hybrid, in office M-W Planning Manager - Long Range Planning Hybrid, 0 days in office ARPA Program Coordinator Hybrid, 1 day in office Associate Planner - Long Range Hybrid, in office T/Th SSMCP Manager	1	1 1 1	-		1	1	.1.									
In office full time  Building Official In office M-Th  Economic Development Manager In office full time  Planning Manager - Development Services Hybrid, in office M-W  Planning Manager - Long Range Planning Hybrid, 0 days in office  ARPA Program Coordinator Hybrid, 1 day in office  Associate Planner - Long Range Hybrid, in office T/Th  SSMCP Manager	1	1 1 1	-		1	1										
Building Official In office M-Th  Economic Development Manager In office full time  Planning Manager - Development Services Hybrid, in office M-W  Planning Manager - Long Range Planning Hybrid, 0 days in office  ARPA Program Coordinator Hybrid, 1 day in office  Associate Planner - Long Range Hybrid, in office 1/Th  SSMCP Manager	1	1 1	-		1		1	1	12	15	180	Private		180	180	180
Economic Development Manager In office full time Planning Manager - Development Services Hybrid, in office M-W Planning Manager - Long Range Planning Hybrid, 0 days in office ARPA Program Coordinator Hybrid, 1 day in office Associate Planner - Long Range Hybrid, in office T/Th SSMCP Manager	1	1	1			1	1	1	10	12	120	Private		120	120	120
Planning Manager - Development Services Hybrid, in office M-W  Planning Manager - Long Range Planning Hybrid, 0 days in office  ARPA Program Coordinator Hybrid, 1 day in office  Associate Planner - Long Range Hybrid, in office 1/Th  SSMCP Manager		1		1	1	1	1	1	10	12	120	Private		120	120	120
Planning Manager - Long Range Planning Hybrid, 0 days in office  ARPA Program Coordinator Hybrid, 1 day in office  Associate Planner - Long Range Hybrid, in office T/Th  SSMCP Manager	1		1	1	1	1	1	1	8	8	64	WS		64	64	64
ARPA Program Coordinator Hybrid, 1 day in office Associate Planner - Long Range Hybrid, in office 1/Th SSMCP Manager		1	1	1	0	0	0	0	8	8	64	WS		0	0	0
Associate Planner - Long Range Hybrid, in office T/Th SSMCP Manager	1	0	0	0	1	1	1	1	6	8	48	Bench		48	48	48
SSMCP Manager	0	1	1	1	1	1	1	1	8	8	64	WS		64	64	64
Trybria, o days in onice	1	1	1	1	1	1	1	1	6	8	48	Bench		48	48	48
SSMCP Program Coordinator Remote	1	1	1	1	1	1	1	1	6	8	48	Bench		48	48	48
Housing Programs Manager Hybrid, in office T/Th	1	1	1	1	1	1	1	1	8	8	64	WS		64	64	64
Associate Planner	3	3	3	3	3	3	3	3	6	8	48	Bench		144	144	144
Hybrid, in office 2 days (M/W or T/Th)  HUD/CDBG/HOME Program Coordinator  In office full time	1	1	1	1	1	1	1	1	8	8	64	WS		64	64	64
<u></u>	0.5	0.5	0.5	0.5	1	1	1	1	6	8	48	Jump		48	48	48
RHSP Housing Coordinator Remote	1	1	1	1	1	1	1	1	8	8	64	WS		64	64	64
Administrative Assistant (RHSP)  Hybrid, in office T/Th	1	1	1	1	1	1	1	1	8	8	64	SWS		64	64	64
Building Inspector In office full time	2	2	2	2	2	2	2	3	8	8	64	WS		128	128	192
Permit Technician In office full time	1	1	1	1	1	1	1	1	8	8	64	WS		64	64	64
Permit Technician	2	2	2	2	2	2	2	2	6	8	48	Bench		96	96	96
Hybrid, in office 2 days (M/W or T/Th)  Group Total 20	0.5	20.5	20.5	20.5									3974	1428	1428	1492
Group rotal 20	0.5	20.5	20.5	20.5									3914	1420	1420	1432
Dedicated Support Spaces																
Conference Room (6-8)					0	2	2	2	12	16	192			384	384	384
2 dedicated Files   Storage - in dept and basement						1	1	1	116	25	2900					
(200sf) files, office supplies, display boards, CED signs, stake  Group Total	es + H	OD (600s	st) and F	ecord Sto	orage bala	nce								384	384	384
Shared Support Spaces																
Shared Conference Room (20)					0	0	0	oll	20	35	700			0	0	0
Shared Large Meeting (110)					0	0	0	0	60	30	1800			0		0
Council Chambers with community use																
Shared Phone Room					0	0	0	0	5	9	45			0	0	0
Sahred Break   Coffee  DW, (2) Micro, (2) Sink, (2) Ref, Range, water cooler, toaster	r toget	er over			0	0	0	0	15	20	300			0	0	0
Shared Lobby   Waiting	, wast	or over1			0	0	0	0	10	15	150			0	0	0
Not needed, 6-8 can be in front lobby  Group Total	0	0	0	0									0	0	0	0
SU TOTAL 20	0.5	20.5	20.5	20.5								SU TOTAL:	3974	1812	1812	1876
									(		CIRCULA	TION (25%): E FOOTAGE:		453	453	469
															2265	

Program: COMMUNITY & ECONOMIC DEVELOPMENT

Space   Room Use	Staffi	ng Req	uireme	nts	Spa	ce Req	uiremen	nts		mended Spa	ace	Space Type		Total Re Square F		
Space   Room use	Exist	2023	6 yr   1	I0 yr	Exist	2023	6 yr   1	10 yr	w	L	Area	Space Type	Exist	2023		10 yr
Department: Public Works Engineering																
Public Works Engineering																
				.11	.1			. 11	1							
Public Works Engineering/City Engineering Director	1	1	1	1	1	1	1	1	12	15	180	Private		180	180	180
Hybrid, in office W																
Division Manager	2	2	2	2	2	2	2	2	10	12	120	Private		240	240	240
Hybrid, days vary  Civil Engineer	4	4	4	4	2	2	2	2	8	8	64	WS		128	128	128
Hybrid, days vary. 2 stations for 4 staff																
Associate Civil Engineer Hybrid, days vary, (1) file	2	2	2	2	2	2	2	2	8	8	64	WS		128	128	128
Assistant Civil Engineer	2	2	2	2	1	1	1	1	8	8	64	WS		64	64	64
Hybrid, days vary. 1 station for 2 staff					-		- 1	- 1								
Engineering Technician  Hybrid, days vary. 1 hotel station for 2 staff	2	2	2	2	1	1	1	1	8	8	64	WS		64	64	64
Construction Inspector	3	3	3	3	3	3	3	3	8	8	64	WS		192	192	192
In office full time, pod of 3-4, drafting table would be n	ice															
SD Compliance Inspector  Hybrid, days vary, need 1 intern adjacent, (2) 4 high fil	1	1	1	1	1	1	1	1	8	8	64	WS		64	64	64
Admin Assistant	0.5	0.5	0.5	0.5	1	1	1	1	8	8	64	WS		64	64	64
In office full time, half time PWE, half time CED																
Up to 3	3	3	3	3	3	3	3	3	8	8	64	Shared		192	192	192
Group Total	20.5	20.5	20.5	20.5									3058	1316	1316	1316
Dedicated Support Spaces																
Display Wall In public or in PWE					1	1	1	1	5	9	45			45	45	45
Traffic Management Center					1	1	1	1	15	16	240		235	240	240	240
Match existing size, currently has drafting table													200			
Drafting   Layout   Review Area  Standing drafting table near filing, room with door					1	1	1	1	5	8	40			40	40	40
Storage   Filing					1	1	1	1	8	10	80			80	80	80
Misc storage, coat rack for gear																
Storage   Filing  Letter, legal, plan sheets					1	1	1	1	5	8	40			40	40	40
Group Total	0	0	0	0									235	445	445	445
Shared Support Spaces													•			
Onared Support Spaces																
Shared Phone Room					0	0	0	0	5	9	45			0	0	0
Shared Conference Room (4-6)					0	0	0	0	12	16	192			0	0	0
1/wk					· ·	U	J	o <sub>1</sub>	12	10	102			o <sub>1</sub>	Ů,	
Shared Conference Room (6-8)					0	0	0	0	14	18	252			0	0	0
1/wk Shared Conference Room (8-10)				П	0	0	0	0	15	20	300			0	0	0
1/wk																
Shared Conference Room (10-12)					0	0	0	0	15	24	360			0	0	0
Shared Copy   Print				П	0	0	0	0	15	20	300			0	0	0
2 printers, 1 plotter, 1 scanner/copier, 1 copier																
Shared Break   Coffee  DW, (2) micro, coffee, sink, (2) refrigerator, water cool	er stove v	ending			0	0	0	0	15	20	300			0	0	0
Shared Wellness	5., 3.0VE, V	o.iuiiy			0	0	0	0	9	10	90			0	0	0
Micro, sink, refrigerator, water cooler																
Group Total	0	0	0	0										0	0	0
SU TOTAL	20.5	20.5	20.5	20.5								SU TOTAL:	3058	1761	1761	1761
												ATION (25%):		440	440	440
										TOTA	L SQUAF	RE FOOTAGE:	3293	2201	2201	2201

Program: PUBLIC WORKS ENGINEERING

Space   Room Use	Staffin	g Requi	rements		Space	Requi	rement	s c	Recommende	d Space St	andards	Snace Tyne		Total Re Square F		
Space   Room Use	Exist 2	2023 6	yr 10 y	/r E	xist 2	2023 6	3 yr   10		W	L Space S	Area	Space Type	Exist	2023	6 yr	10 yr
Department: Common Areas																
City Council and Mayor																
Mariada Offica					1	1	1	1	14	20	280		281	280	280	280
Mayor's Office Used by Mayor and Council Members					- 1	- 1	- 1	- 1	14	20	280		281	280	280	
City Council Chambers   Community Room			-467		1	1	1	1	60	30	1800		3528	1800	1800	1800
110 people - City Council and Community events. Inclu Council Conference	des corridor	used for g	jatnerings.		1	1	1	1	14.5	20.75	300.875		377	377	377	377
Includes corridor, shared with Mayor's office					4		4	411	-	7.5	50		50	50	50	
Council Restroom					1	1	1	1	7	7.5	53		53	53	53	53
Council AV   Storage					1	1	1	1	15	16	240		243	243	243	243
Council Cater   Food Prep					1	1	1	1	13	16	208		212	212	212	212
Group Total	0	0	0	0				- 11					4694	2965	2965	2965
	, J			-									1001	2000	2000	
Common Areas																
Public Lobby (9-14)					1	1	1	1	20	24	480		527	480	480	480
Front Desk	3	3	3	4	3	3	3	4	8	8	64		896	192	192	256
Public Restrooms					6	4	4	4	9.5	22	209		1398	932	932	932
Includes basement + L2 RRs with showers					8	6	6	6	10	13	130		1147	1014	1014	1014
Elevator					2	2	2	2	7	9	63		663	663	663	663
Includes equipment room in garage Stairs					3	3	3	3	20.5	9.5	194.75		2661	2661	2661	2661
Shared Phone Room					0	3	3	3	5	9	45			135	135	135
Shared Conference   Auditor   Private Conv.					0	2	2	2	10	12	120			240	240	240
Shared Conference (4-6) (2) existing - both on L2					2	4	4	4	12	16	192		383	768	768	768
Shared Conference (6-8)					2	3	3	3	14	18	252		459	756	756	756
(2) existing - 1 on L2, 1 on L3 Shared Conference (8-10)					0	4	4	4	15	20	300			1200	1200	1200
Shared Conference (10-12)					2	2	2	2	15	24	360		902	720	720	720
(2) existing - 1 L1 conference, 1 L3 executive conference	ce					2	2	2	20	20	cool			4000	4000	4000
Shared Conference (15-20)					0	2	2	2	20	30	600			1200	1200	1200
Shared Copy   Print					3	2	2	2	15	20	300		1376	600	600	600
Break   Coffee					1	1	1	1	15	20	300		288	300	300	300
DW, (2) Micro, (2) Sink, (2) Ref, Range, water cooler, too Wellness	aster, toaste	r oven, ver	nding, indo	or/outd	loor space	1	1	1	9	10	90			90	90	90
Micro, sink, refrigerator, water cooler, phone													400			
Workout					1	0	0	0	18	23	414		422	0	0	0
Existing Member of Congress Offices					1	0	0	0			0		662	0	0	0
Shared Storage											0		1190	0	0	0
Throughout building File Storage					1	1	1	1	56	52	2912		2900	2900	2900	2900
Basement, current count under Shared Storage Communications Closets					3	3	3	3	5	7	35		106	106	106	106
Throughout building							•			- '						
Mechanical  Mechanical rooms, shafts, generator room					7	7	7	7			0		1434	1434	1434	1434
Electrical Electrical equipment and closets throughout building					6	6	6	6	10	10	100		657	657	657	657
Plumbing					1	1	1	1	5	10	50		53	53	53	53
Plumbing chase  Janitor					1	1	1	1	7	10	70		68	68	68	68
Storage in Basement							- 1	П	- 1	10	70			00	00	- 08
Building Circulation Throughout building													1765			
Building Lobby													6259	4205	4205	4205
Throughout building  Group Total	3	3	3	4				П					26216	17169	17169	17233
·																
SU TOTAL	3	3	3	4						GENFRAI		SU TOTAL: TION (25%):	30910	20134 5034	20134 5034	20198 5050
												E FOOTAGE:	30910	29373	29373	29453

Program: COMMON AREAS

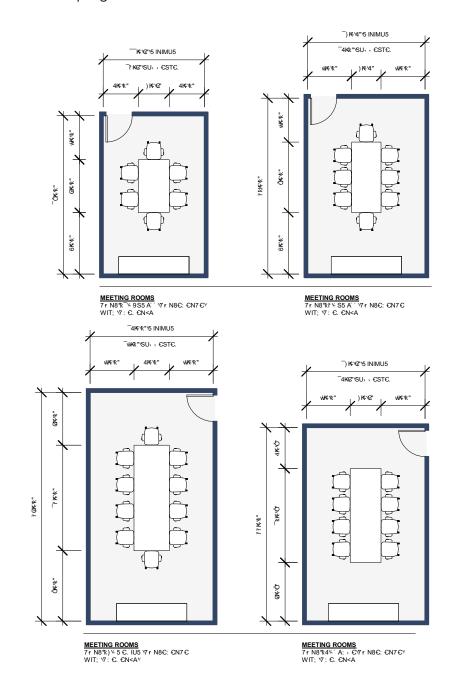
Space   Room Use			rements yr   10 yr			irement		Recommer Stand	dards	:	Space Type		Total Red Square F	ootage	10
	EXIST	2023   6	yr   10 yr	EXIST	2023	5 yr   10	u yr	VV		Area		Exist	2023	6 yr	10 yr
Department: Garage															
Public Parking															
Group Total												0	0	0	0
Municipal Court															
										0			0	0	0
Group Total												0	0	0	0
Legal & Human Resources															
										0			0	0	0
Group Total										,		0	0	0	0
												- U		<u> </u>	
City Manager															
										0			0	0	0
Group Total												0	0	0	0
Parks & Recreation															
City Fleet Cars				2	2	2	2	10	20	200	Covered		400	400	400
Recreation Vans				2	2	2	2	10	20	200	Covered		400	400	400
Facility Truck/Van				2	2	2	2	10	20	200	Covered		400	400	400
Group Total												0	1200	1200	1200
Aministrative (Finance & IT)															
										0			0	0	0
Group Total										<b>J</b>		0	0	0	0
												O <sub>I</sub>	<u> </u>	<u> </u>	0
Community & Economic Development															
Building Inspector				3	3	3	3	8.5	20	170	Enclosed		510	510	510
Building Official				1	1	1	1	8.5	20	170	Enclosed		170	170	170
RNSP Inspector				1	1	1	1	8.5	20	170	Enclosed		170	170	170
Group Total												0	850	850	850
Public Works Engineering															
Inspector's Truck				4	4	4	4	10	20	200	Enclosed		800	800	800
Signal SUV				1	1	1	1	10	20	200	Enclosed		200	200	200
Group Total												0		1000	1000
Common															
				4	4	4	411	40	20	200	Englassid		000	200	000
Pool				1	1	1	1	10	20	200	Enclosed		200	200	200
Bicycles				1	1	1	1	10	20	200	Enclosed		200	200	200
Motorcycles				1	1	1	1	10	20	200	Enclosed		200	200	200
Group Total												0	200	200	200
											SU TOTAL	0	3250	3250	3250
								GE			TION (100%) E FOOTAGE	10950	3250 6500	3250 6500	3250 6500
									IOIAL	JWUAR	LIOUIAGE	10550	0300	0300	0300

Program: GARAGE

# Space Standards

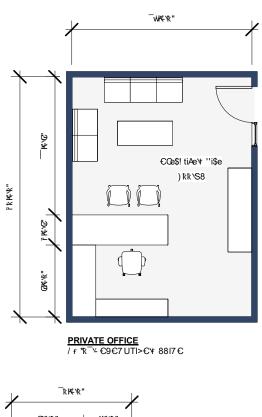
Based on office and workplace experience and general architectural standards, space standards have been developed and depicted to aid in efficiently comparing sizes for offices, support spaces, and primary functions unique to this particular type of facility. These space standards have been utilized in the development and validation of identified program elements.

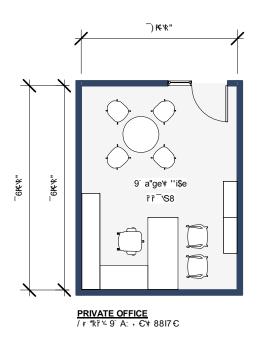
The following layouts are provided for reference, and to indicate baseline dimensions and room layouts for discussion during the programming process. Actual room dimensions often adjust during the plan development task to account for spacial adjacencies and other design parameters.

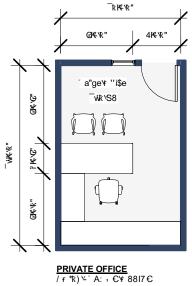


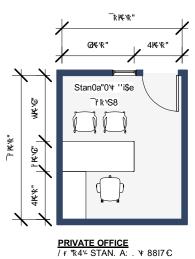
Space Standards

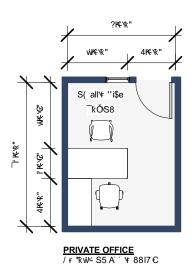
Pre-Design

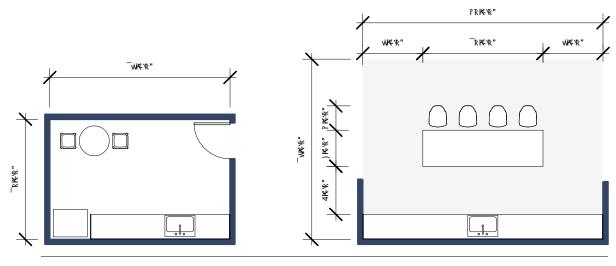




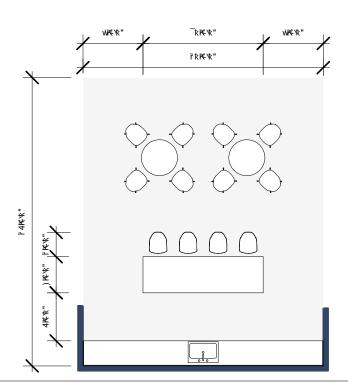


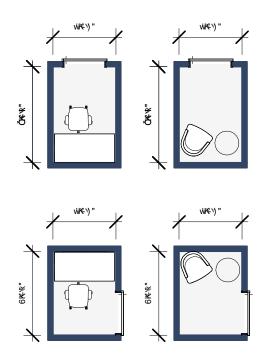






<u>COMMON AREAS</u> D: 2\*k - S5 A - YD: CA2 Y: f f 5 COMMON AREAS
D: 2\*R? \( \cdot \) 5 C. IU5 \( \cdot \) CA2 \( \cdot \) f f 5





# 47R-VC WE-W-10 IN\* )-4-Wr: 2 STATIF NS'6 A9 4RC-SU. - CSTC. WE-W-06 ININUS 4RC-SU. - CSTC.

/  $\mathbb{C}$ : 15  $\mathbb{C} \mathbb{T} \mathbb{C}$ : VAIS  $^{^{\circ}}$   $\mathbb{C}$ 

COMMON AREA /; f NCY. f f 5 >> A: IATIF NS

6降'G"'5 INI5 U5 SU,, CSTC.

# PLAN DEVELOPMENT

# Adjacency Diagrams

Public facilities are unique in that the relationships of all elements are closely linked to the ability of the City to efficiently and effectively serve the community. Having an understanding of the relative sizes, proximity, and relationships between spaces is critical to their operational functions.

In conjunction with developing the space needs program for the City of Lakewood, Mackenzie created two spatial adjacency diagrams. These graphics use the existing building as a base, but act to show the size and relationship of spaces rather than delineating actual spaces.

The first options locates Human Resources, Legal, Parks and Recreation, and a portion of IT Services on the main floor. This provides easy access for new employees, and the public to interface with these departments. The main reception desk, council chambers and Municipal Court remain on the first floor. The second floor houses Public Works Engineering (PWE), Parks, Recreation, and Community Services (PRCS), Administrative Services (Department comprised of Finance and IT Departments), and the City Manager's functions. This option leaves the entire third floor vacant.

The second option locates Public Works Engineering (PWE), Parks, Recreation, and Community Services (PRCS), and a portion of IT Services on the main floor. This provides easy access for the public to interface with these departments, especially for permitting. The main reception desk, council chambers and municipal court remain on the first floor. The second floor houses Human Resources, Legal, Parks, Recreation, and Community Services (PRCS),

Finance and IT services, and the City Manager's functions. This option leaves the entire third floor vacant.

All the schemes take into account on the hierarchy of security between the public and City staff; flow of services; and development of a public front counter. Using functional spaces in the existing floor plans, these concepts more efficiently use the space available in the building than the current layout. Community space is maintained, while the separation of public community spaces and staff spaces is enhanced.

The central break room is expanded and reworked to create a space that functions well and can be used by more staff than are currently able to use it.

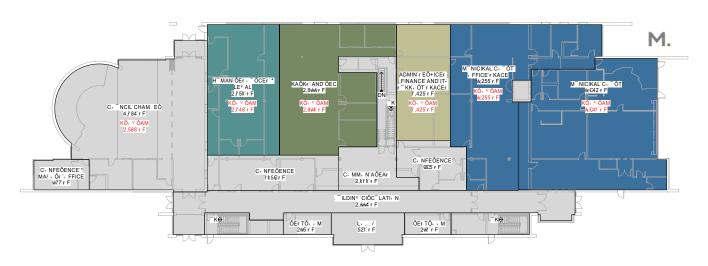
The separation of the Municipal Court from the day to day operations of the City is maintained, as the existing location serves well to provide an additional entrance for court functions along with security.

After review and deliberation, the City elected to pursue Option one for further development. They felt this option maintained a strong connection to the public spaces required for those departments. While having the Community and Economic Development department closer to the front desk was appealing, the rate of in person plan review and questions did not warrant the shift to the first floor.

Enlarged plans of the Adjacency diagrams shown below can be found in Appendix A.



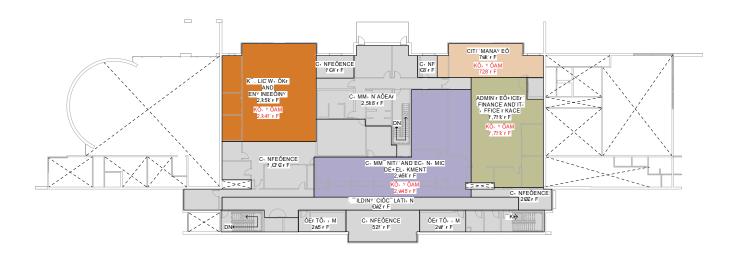
# GARAGE ADJACENCY DIAGRAM NTS



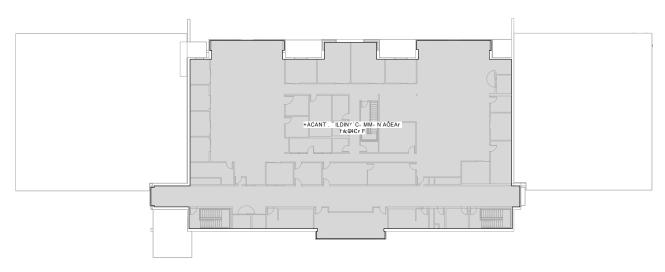
# FIRST FLOOR ADJACENCY DIAGRAM NTS



Adjacency Diagrams - Option 1



# SECOND FLOOR ADJACENCY DIAGRAM NTS



### THIRD FLOOR ADJACENCY DIAGRAM NTS





# GARAGE ADJACENCY DIAGRAM NTS

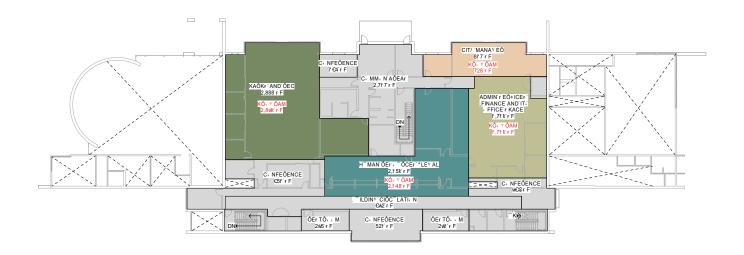


# FIRST FLOOR ADJACENCY DIAGRAM NTS

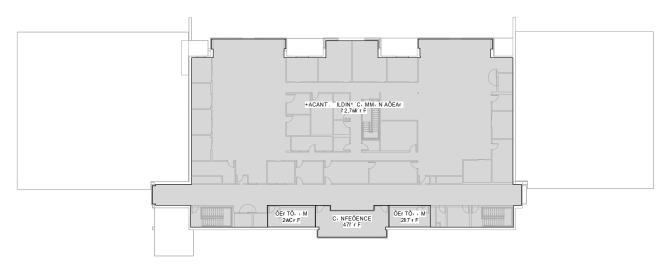


Adjacency Diagrams - Option 2

2220022.00



# SECOND FLOOR ADJACENCY DIAGRAM NTS



### THIRD FLOOR ADJACENCY DIAGRAM NTS



# CONCEPT DESIGN

# Concept Design

Mackenzie worked with the Stakeholder group to craft a conceptual design molded from elements derived during the programming process and the approved Option one adjacency diagrams. Key elements for consideration included department adjacencies, use of common storage space, and distribution of shared phone and conference rooms. In addition to present conditions, the team considered future expansion needs. These concepts embrace the need for a reorganized facility, and in so doing, seek to provide a long-term design solution for the City and the community.

To assist the City in visualizing design options, Mackenzie produced three floor plan options, showing a Low, Medium, and High impact to the existing building. The floor plan options are based on the approved adjacency plan developed with input from staff in all departments during the programming and plan development phases.

All three options shown in this report maintain the location of functions such as basement storage, first floor City Council chambers, and the Municipal Court. These functions are well suited to their current spaces, and would not be enhanced by a move or reconfiguration.

The restrooms were updated in all options to bring them up to current code. All options also use the same garage floor plan, and none of the options show work on Level 3. The garage level is proposed to be reconfigured to enhance the storage abilities of all departments, in keeping with current City efforts to digitize physical records where possible.

The Low Impact option uses as much of the existing building's spaces as possible, while creating new spaces that function well for the departments. This involves a new front counter for public interaction and the creation of private offices, shared phone rooms, and shared conference rooms.

The Medium Impact option goes a step further than the Low Impact option to enhance the usability of spaces and maximize department adjacencies. The High Impact option creates the most open office space to maximize window access for workstations by pulling private offices and conference rooms to the interior of the building. By maximizing window accessibility, more exposure to daylight and views of nature are provided which is shown to improve employee mood and efficiency. This option provides two public conference rooms in the lobby space that could be used by internal staff or booked by external community members.

Along with the enhancements to workflow for City staff, all options create a more welcoming public counter that focuses the needs of the community in one location to allow staff to more efficiently serve the community.

After review and discussion of the three options, the City elected to have all three options estimated for cost.

Upon reviewing the cost estimates from the original three design options, the City decided to review two additional design options to reduce project cost.

For the first additional design option Mackenzie developed a revision to the Low Impact Plan to minimize modifications to existing architecture, while still meeting the City's program and project objectives. The second additional design option decreased the existing square footage to consolidate City functions onto two and a half floors without impacting the existing architectural elements. The City elected to move both these options to the cost estimating stage.

Revisions made during the process include ensuring space within departments for short term storage, space for future workstations as departments may grow, and adequate shared work rooms.

The following pages illustrate the progression of the design variants.

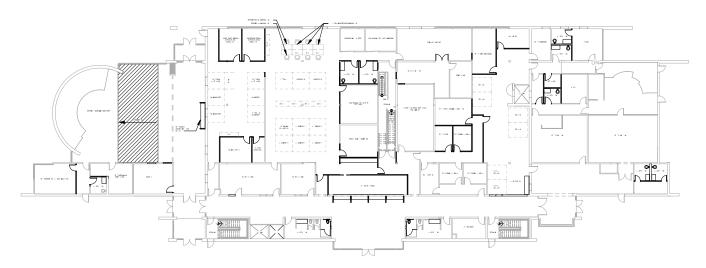
Enlarged plans of the Concept Design referenced can be found in Appendix A.

Concept Development





M.





10/18/2022

#### **LEGEND**

EXISTING CONSTRUCTION

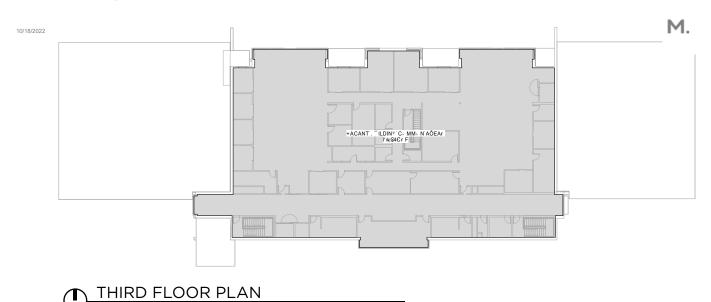
NEW CONSTRUCTION

NOT IN SCOPE

Low Impact Test Fit



# SECOND FLOOR PLAN NTS



LEGEND M.

EXISTING CONSTRUCTION

NEW CONSTRUCTION

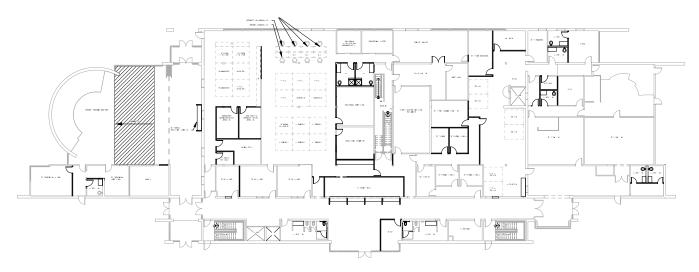
NOT IN SCOPE

Low Impact Test Fit





M.





M.

### 10/18/2022 **LEGEND**

EXISTING CONSTRUCTION

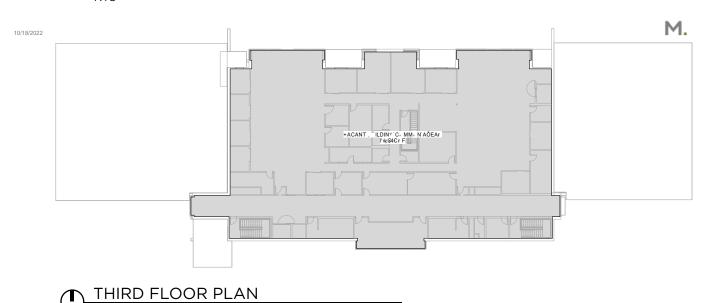
NEW CONSTRUCTION

NOT IN SCOPE

Medium Impact Test Fit



# SECOND FLOOR PLAN NTS



LEGEND M.

EXISTING CONSTRUCTION

NEW CONSTRUCTION

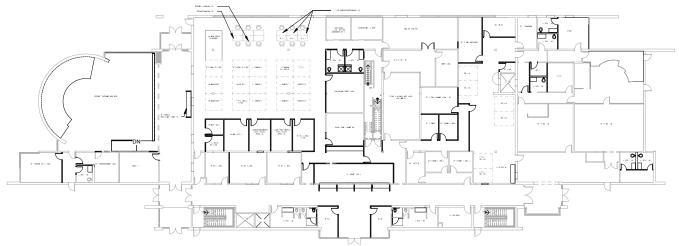
NOT IN SCOPE

Medium Impact Test Fit





M.





10/18/2022

M.

## **LEGEND**

EXISTING CONSTRUCTION

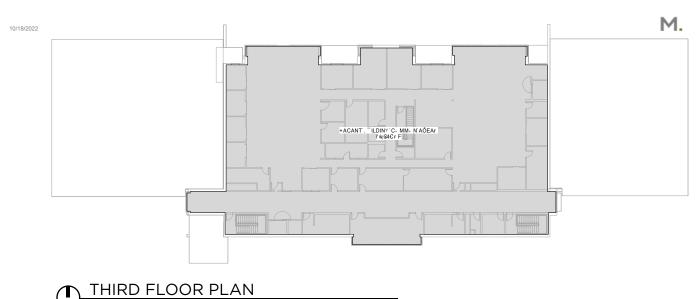
NEW CONSTRUCTION

NOT IN SCOPE

High Impact Test Fit







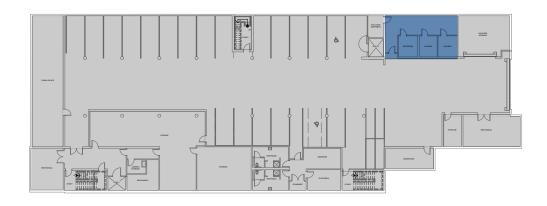
LEGEND

EXISTING CONSTRUCTION

NEW CONSTRUCTION

NOT IN SCOPE

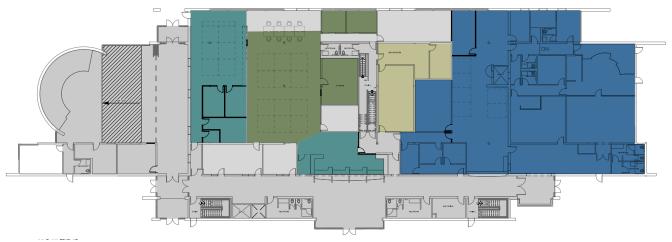
High Impact Test Fit





REVISE L WIMPACT

Μ.



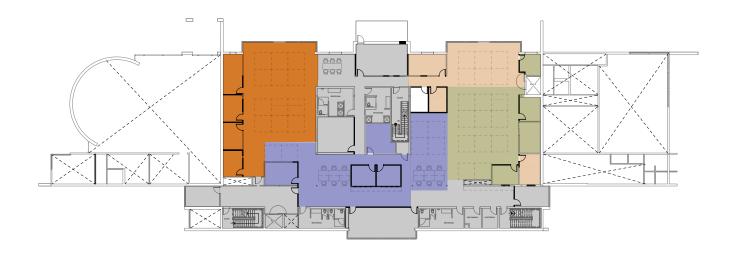


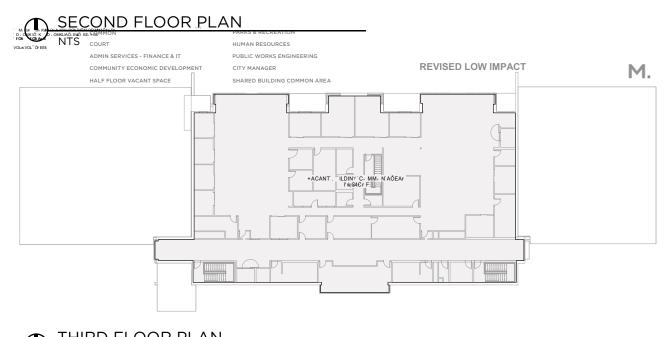
M.

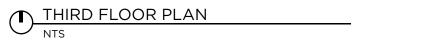




Revised Low Impact Test Fit

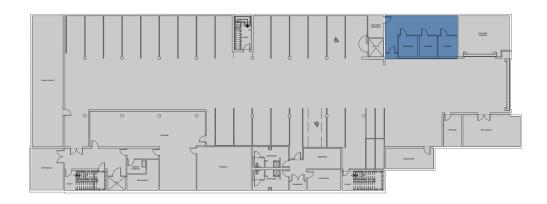






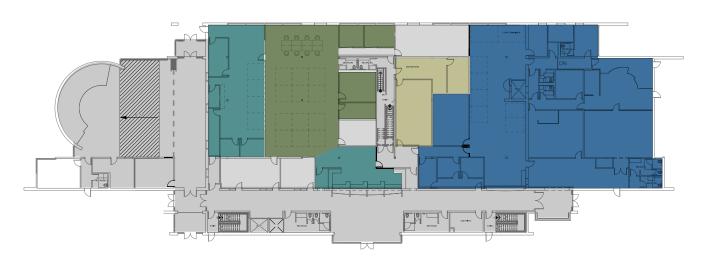


Revised Low Impact Test Fit





REVISED LOW IMPACT





COURT ADMIN SERVICES - FINANCE & IT

COMMON

HUMAN RESOURCES COMMUNITY ECONOMIC DEVELOPMENT CITY MANAGER HALF FLOOR VACANT SPACE SHARED BUILDING COMMON AREA

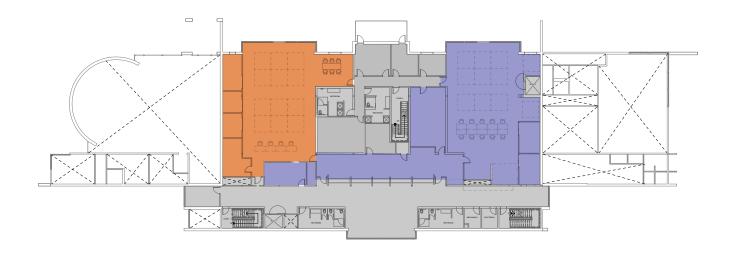
PARKS & RECREATION

M.

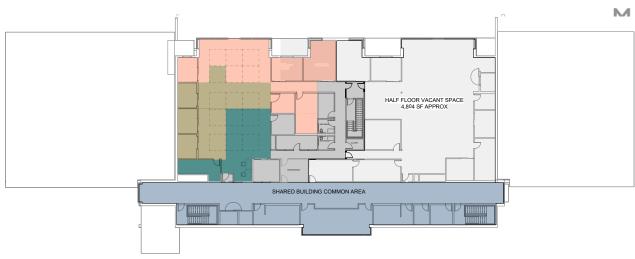
### **LEGEND**



Decreased SQFT Test Fit









COMMON

COURT

HUMAN RESOURCES

ADMIN SERVICES - FINANCE & IT

PUBLIC WORKS ENGINEERING

COMMUNITY ECONOMIC DEVELOPMENT

VACANT SPACE

M.

PARKS & RECREATION

HUMAN RESOURCES

PUBLIC WORKS ENGINEERING

CITY MANAGER

SHARED BUILDING COMMON AREA

Decreased SQFT Test Fit

# PROJECT COST DEVELOPMENT

# Cost Summary

Following completion of the three conceptual floor plans and subsequently the revised low impact plan and the decreased square footage plan, Mackenzie evaluated cost impacts of the City Hall renovation to meet needs for the next 10 years. The following cost summaries outline the estimated total development cost, including construction costs, design costs and owner costs.

**Development costs** of a project are not limited to construction costs alone and require consideration of other variables. These variables differ between new construction and renovation or expansion, and invariably change from one project to the next depending on site conditions, existing building conditions, building codes, seismic zones and the environment of the construction industry. Differences between estimates arise depending on the design approach, construction costs, and design and engineering costs. Owner costs for furniture, fixtures and equipment are often constant, based on a predetermined budget set by the Client.

**Construction costs** reflect the raw costs incurred by a general contractor for overhead and profit, bonding and insurance, securing of materials and general construction of the site and building. In addition to the identified construction costs, a design contingency is recommended to ensure dollars are carried through construction for owner changes, design omissions, unforeseen conditions or jurisdictional requirements, among others. A Construction Cost contingency has been calculated in the Project Cost Summaries, shown on the following pages.

**Consultant costs** reflect the costs incurred for project management and design of the project from concept through construction administration. Though design fees can vary, these costs are generally factored using a fee based on the construction costs for the project. In addition to architectural and engineering services, costs include marketing materials and required services such as special inspections. A contingency is provided for this category for any unforeseen or additionally requested design services throughout the project.

**Owner costs** reflect the costs generally incurred directly by the owner throughout the project. This includes all items the owner may wish to contract separately from the general construction of the project. Additional owner-related costs include internal move expenses during construction, legal documentation and council for project documents and issuances, and jurisdictional fees associated with building permits. A contingency is provided in this category for any unforeseen or undefined costs not currently represented.

**The Jurisdictional Fee Summary** reflects a preliminary estimate of the fees which will be assessed by the governing jurisdiction. This information is based on the information available at the date of the report, and the actual fees may vary at the time of permit application or issuance.

The following project cost estimate examines the construction values of the five design concepts. The design concepts scope and assumptions are detailed in the Statement of Probable Costs, found in Appendix C.

The Project Cost Summaries detail the construction, consultant and owner costs that have been applied to the anticipated project cost. Hard costs for the building are a result of adjustments to the Statement of Probable Costs.

### **Lakewood City Hall - Cost Summary (Low Impact)**

Tenant Improvement - PreDesian	1/11/2023
renant improvement i rezesign	-//

		Comments
Construction Cost of Facility		
Tenant Improvement	\$6,760,108	40,200 GSF
General Conditions & Support Services	\$720,000	8 Months
Escalation to Midpoint of Construction (Q4, 2024)	\$822,812	
Subtotal	\$8,302,920	
Margins		
Owner's Contingency	\$1,037,865	12.5% Allowance
Sales Tax	\$934,079	10.0% Sales Tax
Subtotal	\$1,971,944	
Total Construction Costs	\$10,274,864	

Consultants Costs			
A/E Design and Construction - PreDesign	\$121,863		
A/E Design and Construction - Schematic Design thru CCA	\$823,017	8.01%	Allowance
A/E Design and Construction - Expanded Services	\$154,123	1.5%	FF&E, Signage, Acoustic
A/E Design and Construction - Expanded Services	\$51,374	1%	Cost Estimating
A/E Design and Construction - Expanded Services	\$256,872	2.5%	Telecom, Security Systems, AV, HVAC Phasing Controls & TAB
Sustainability Certification	\$0	Excluded	
Owner's Project Manager	\$0	Excluded	
Marketing Materials	\$0	Excluded	
Topo and Boundary Survey	\$0	Excluded	
Special Inspections	\$25,000	Allowance	
Geotechnical Services	\$0	Excluded	
Environmental Services	\$0	Excluded	
Transportation Engineering	\$0	Excluded	
Haz. Material Survey/Testing/Mitigation Specs	\$0	Excluded	To be verified
Air-Barrier Testing	\$0	Excluded	State of Washington Requirement
Commissioning	\$150,000	Allowance	State of Washington Requirement
Arborist	\$0	Excluded	
Subtotal - Consultants	\$1,582,248		
Consultants Contingency	\$118,669	7.5% of Consultant	costs
Total Consultants Costs	\$1,700,917		

Owner Costs		
Land Acquisition	\$0	Excluded
Fixtures, Furniture & Equipment (FF&E)	\$926,066	Allowance
Fitness Equipment	\$0	Allowance
Telephone/Data/AV/Security Equipment	\$150,000	Allowance
Sustainability Registration (i.e. LEED)	\$0	Excluded
Moving Allowance	\$50,000	Allowance
Temporary Facilities	\$0	N/A
Permit Fees	\$28,435	
Subtotal - Owner Costs	\$1,154,502	
Owner Contingency	\$86,588	7.5% of Owner Costs
Sales Tax	\$124,109	10.0% Sales Tax
Total Owner Costs	\$1,365,198	

Total Project Cost	\$13,340,979	
Building Size (SE): 40200	-	

The Low Range estimate assumes a 10% contingency factor for construction cost, where the High Range assumes a more conservative 20% contingency factor. As the design moves forward and assumptions made in the original estimate are addressed or eliminated, the contingency factor can be reduced to reflect a greater certainty in the hard cost estimate.

### **Lakewood City Hall - Cost Summary (Medium Impact)**

**Total Construction Costs** 

Tenant Improvement - PreDesign		1/11/2023
		Comments
Construction Cost of Facility		
Tenant Improvement	\$7,345,270	40,200 GSF
General Conditions & Support Services	\$810,000	9 Months
Escalation to Midpoint of Construction (Q4, 2024)	\$897,080	
Subtotal	\$9,052,350	
Margins		
Owner's Contingency	\$1,131,544	12.5% Allowance
Sales Tax	\$1,018,389	10.0% Sales Tax

\$11,202,283

Consultants Costs			
A/E Design and Construction - PreDesign	\$121,863		
A/E Design and Construction - Schematic Design thru CCA	\$897,303	8.01%	Allowance
A/E Design and Construction - Expanded Services	\$168,034	1.5%	FF&E, Signage, Acoustic
A/E Design and Construction - Expanded Services	\$56,011	1%	Cost Estimating
A/E Design and Construction - Expanded Services	\$280,057	2.5%	Telecom, Security Systems, AV, HVAC Phasing Controls & TAB
Sustainability Certification	\$0	Excluded	
Owner's Project Manager	\$0	Excluded	
Marketing Materials	\$0	Excluded	
Topo and Boundary Survey	\$0	Excluded	
Special Inspections	\$25,000	Allowance	
Geotechnical Services	\$0	Excluded	
Environmental Services	\$0	Excluded	
Transportation Engineering	\$0	Excluded	
Haz. Material Survey/Testing/Mitigation Specs	\$0	Excluded	To be verified
Air-Barrier Testing	\$0	Excluded	State of Washington Requirement
Commissioning	\$150,000	Allowance	State of Washington Requirement
Arborist	\$0	Excluded	
Subtotal - Consultants	\$1,698,269		
Consultants Contingency	\$127,370	7.5% of Consultant	costs
Total Consultants Costs	\$1,825,639		

Owner Costs		
Land Acquisition	\$0	Excluded
Fixtures, Furniture & Equipment (FF&E)	\$1,078,988	Allowance
Fitness Equipment	\$0	Allowance
Telephone/Data/AV/Security Equipment	\$150,000	Allowance
Sustainability Registration (i.e. LEED)	\$0	Excluded
Moving Allowance	\$50,000	Allowance
Temporary Facilities	\$0	N/A
Permit Fees	\$30,191	
Subtotal - Owner Costs	\$1,309,178	
Owner Contingency	\$98,188	7.5% of Owner Costs
Sales Tax	\$140,737	10.0% Sales Tax
Total Owner Costs	\$1,548,103	

Total Project Cost	\$14,576,025	
Building Size (SF): 4020	<del>_</del> )	

Project Cost Estimate

### **Lakewood City Hall - Cost Summary (High Impact)**

Tenant Improvement - PreDesign	1/11/2023

		Comments
Construction Cost of Facility		
Tenant Improvement	\$9,507,479	40,200 GSF
General Conditions & Support Services	\$990,000	11 Months
Escalation to Midpoint of Construction (Q4, 2024)	\$897,080	
Subtotal	\$11,394,559	
Margins		
Owner's Contingency	\$1,424,320	12.5% Allowance
Sales Tax	\$1,281,888	10.0% Sales Tax
Subtotal	\$2,706,208	
Total Construction Costs	\$14,100,767	

Consultants Costs			
A/E Design and Construction - PreDesign	\$121,863		
A/E Design and Construction - Schematic Design thru CCA	\$1,129,471	8.01%	Allowance
A/E Design and Construction - Expanded Services	\$211,512	1.5%	FF&E, Signage, Acoustic
A/E Design and Construction - Expanded Services	\$70,504	1%	Cost Estimating
A/E Design and Construction - Expanded Services	\$352,519	2.5%	Telecom, Security Systems, AV, HVAC Phasing Controls & TAB
Sustainability Certification	\$0	Excluded	
Owner's Project Manager	\$0	Excluded	
Marketing Materials	\$0	Excluded	
Topo and Boundary Survey	\$0	Excluded	
Special Inspections	\$25,000	Allowance	
Geotechnical Services	\$0	Excluded	
Environmental Services	\$0	Excluded	
Transportation Engineering	\$0	Excluded	
Haz. Material Survey/Testing/Mitigation Specs	\$0	Excluded	To be verified
Air-Barrier Testing	\$0	Excluded	State of Washington Requirement
Commissioning	\$150,000	Allowance	State of Washington Requirement
Arborist	\$0	Excluded	
Subtotal - Consultants	\$2,060,869		
Consultants Contingency	\$154,565	7.5% of Consultant	costs
Total Consultants Costs	\$2,215,434		

Owner Costs		
Land Acquisition	\$0	Excluded
Fixtures, Furniture & Equipment (FF&E)	\$1,144,193	Allowance
Fitness Equipment	\$0	Allowance
Telephone/Data/AV/Security Equipment	\$150,000	Allowance
Sustainability Registration (i.e. LEED)	\$0	Excluded
Moving Allowance	\$50,000	Allowance
Temporary Facilities	\$0	N/A
Permit Fees	\$36,677	
Subtotal - Owner Costs	\$1,380,870	
Owner Contingency	\$103,565	7.5% of Owner Costs
Sales Tax	\$148,444	10.0% Sales Tax
Total Owner Costs	\$1,632,879	

Total Project Cost	\$17,949,080
Building Size (SF): 40200	

### **Lakewood City Hall - Cost Summary Revised Low Impact**

Tenant Improvement - PreDesign 4/23/2023

		Comments
Construction Cost of Facility		
Tenant Improvement	\$649,179	
General Conditions & Support Services	\$60,000	3 Months
Escalation to Midpoint of Construction (Q4, 2024)	\$51,415	
Subtotal	\$760,594	
Margins		
Owner's Contingency	\$95,074	12.5% Allowance
Sales Tax	\$85,567	10.0% Sales Tax
Subtotal	\$180,641	
Total Construction Costs	\$941,235	

Consultants Costs			
A/E Design and Construction - PreDesign	\$121,863		
A/E Design and Construction - Schematic Design thru CCA	\$94,124	10.00%	Allowance
A/E Design and Construction - Expanded Services	\$0	1.5%	FF&E, Signage, Acoustic
A/E Design and Construction - Expanded Services	\$4,706	1%	Cost Estimating
A/E Design and Construction - Expanded Services	\$0	2.5%	Telecom, Security Systems, AV, HVAC Phasing Controls & TAB
Sustainability Certification	\$0	Excluded	
Owner's Project Manager	\$0	Excluded	
Marketing Materials	\$0	Excluded	
Topo and Boundary Survey	\$0	Excluded	
Special Inspections	\$20,000	Allowance	
Geotechnical Services	\$0	Excluded	
Environmental Services	\$0	Excluded	
Transportation Engineering	\$0	Excluded	
Haz. Material Survey/Testing/Mitigation Specs	\$0	Excluded	To be verified
Air-Barrier Testing	\$0	Excluded	State of Washington Requirement
Commissioning	\$0	Allowance	State of Washington Requirement
Arborist	\$0	Excluded	
Subtotal - Consultants	\$240,693		
Consultants Contingency	\$18,052	7.5% of Consultant	costs
Total Consultants Costs	\$258,745		

Owner Costs		
Land Acquisition	\$0	Excluded
Fixtures, Furniture & Equipment (FF&E)	\$150,000	Allowance (OWNER PROVIDED)
Fitness Equipment	\$0	Allowance
Telephone/Data/AV/Security Equipment	\$75,000	Allowance
Sustainability Registration (i.e. LEED)	\$0	Excluded
Moving Allowance	\$0	Allowance
Temporary Facilities	\$0	N/A
Permit Fees	\$5,237	
Subtotal - Owner Costs	\$230,237	
Owner Contingency	\$62,268	7.5% of Owner Costs
Sales Tax	\$89,250	10.0% Sales Tax
Total Owner Costs	\$381,755	

Total Project Cost	\$1,581,734	
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Building Size (SF): 40200

### **Lakewood City Hall - Cost Summary Decreased Square Footage**

Tenant Improvement - PreDesign 4/23/2023

		Comments
Construction Cost of Facility		
Tenant Improvement	\$118,248	
General Conditions & Support Services	\$20,000	1 Month
Escalation to Midpoint of Construction (Q4, 2024)	\$10,023	
Subtotal	\$148,271	
Margins		
Owner's Contingency	\$18,534	12.5% Allowance
Sales Tax	\$16,680	10.0% Sales Tax
Subtotal	\$35,214	
Total Construction Costs	\$183,485	

Consultants Costs			
A/E Design and Construction - PreDesign	\$121,863		
A/E Design and Construction - Schematic Design thru CCA	\$27,523	15.00%	Allowance
A/E Design and Construction - Expanded Services	\$0	1.5%	FF&E, Signage, Acoustic
A/E Design and Construction - Expanded Services	\$917	1%	Cost Estimating
A/E Design and Construction - Expanded Services	\$0	2.5%	Telecom, Security Systems, AV, HVAC Phasing Controls & TAB
Sustainability Certification	\$0	Excluded	
Owner's Project Manager	\$0	Excluded	
Marketing Materials	\$0	Excluded	
Topo and Boundary Survey	\$0	Excluded	
Special Inspections	\$10,000	Allowance	
Geotechnical Services	\$0	Excluded	
Environmental Services	\$0	Excluded	
Transportation Engineering	\$0	Excluded	
Haz. Material Survey/Testing/Mitigation Specs	\$0	Excluded	To be verified
Air-Barrier Testing	\$0	Excluded	State of Washington Requirement
Commissioning	\$0	Allowance	State of Washington Requirement
Arborist	\$0	Excluded	
Subtotal - Consultants	\$160,303		
Consultants Contingency	\$12,023	7.5% of Consultant	costs
Total Consultants Costs	\$172,326		

Owner Costs		
Land Acquisition	\$0	Excluded
Fixtures, Furniture & Equipment (FF&E)	\$150,000	Allowance (OWNER PROVIDED)
Fitness Equipment	\$0	Allowance
Telephone/Data/AV/Security Equipment	\$75,000	Allowance
Sustainability Registration (i.e. LEED)	\$0	Excluded
Moving Allowance	\$0	Allowance
Temporary Facilities	\$0	N/A
Permit Fees	\$1,387	
Subtotal - Owner Costs	\$226,387	
Owner Contingency	\$61,979	7.5% of Owner Costs
Sales Tax	\$88,837	10.0% Sales Tax
Total Owner Costs	\$377,203	

Total Project Cost	\$733,014	
Puilding Size (SE):	200	

Project Cost Estimate

# APPENDIX A ENLARGED PLANS



# EXISTING GARAGE FLOOR PLAN

### **LEGEND**



**Existing Floor Plans** 

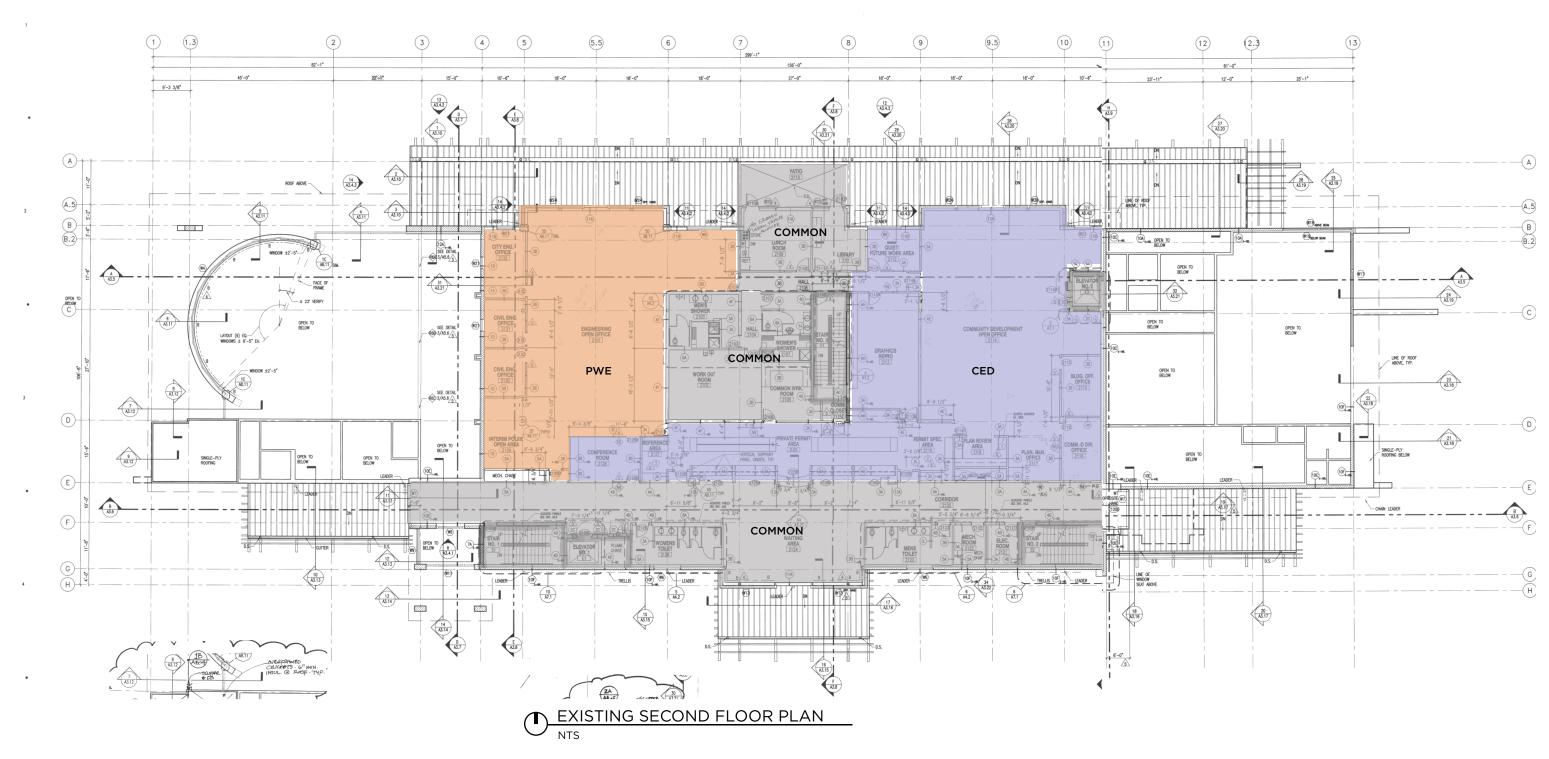


# EXISTING FIRST FLOOR PLAN NTS

### **LEGEND**



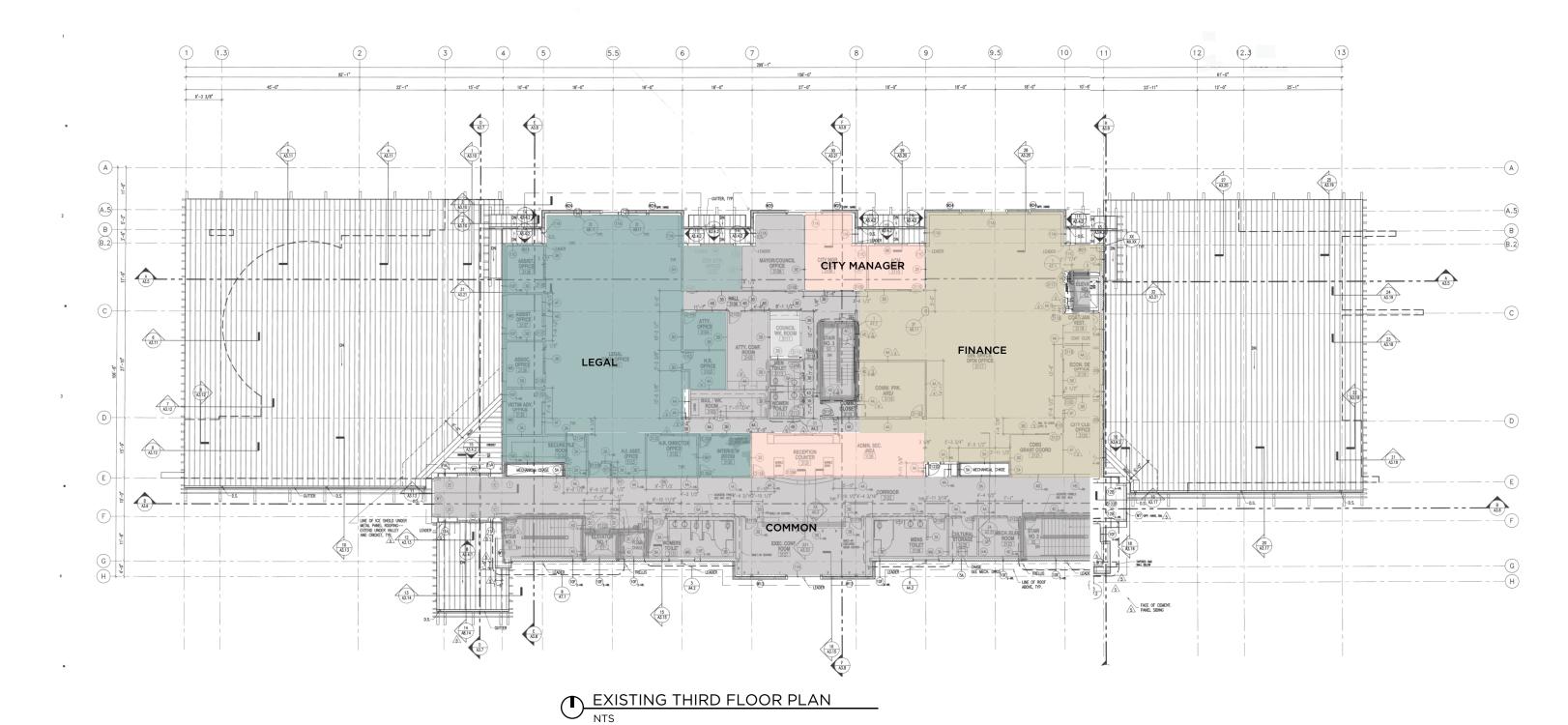
Existing Floor Plans



### **LEGEND**



Existing Floor Plans

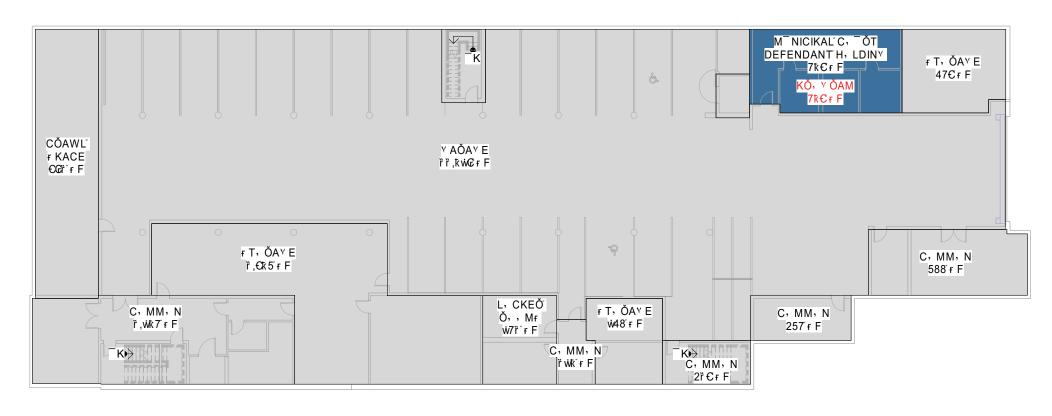


### **LEGEND**



Existing Floor Plans

# Selected Adjacency Diagram

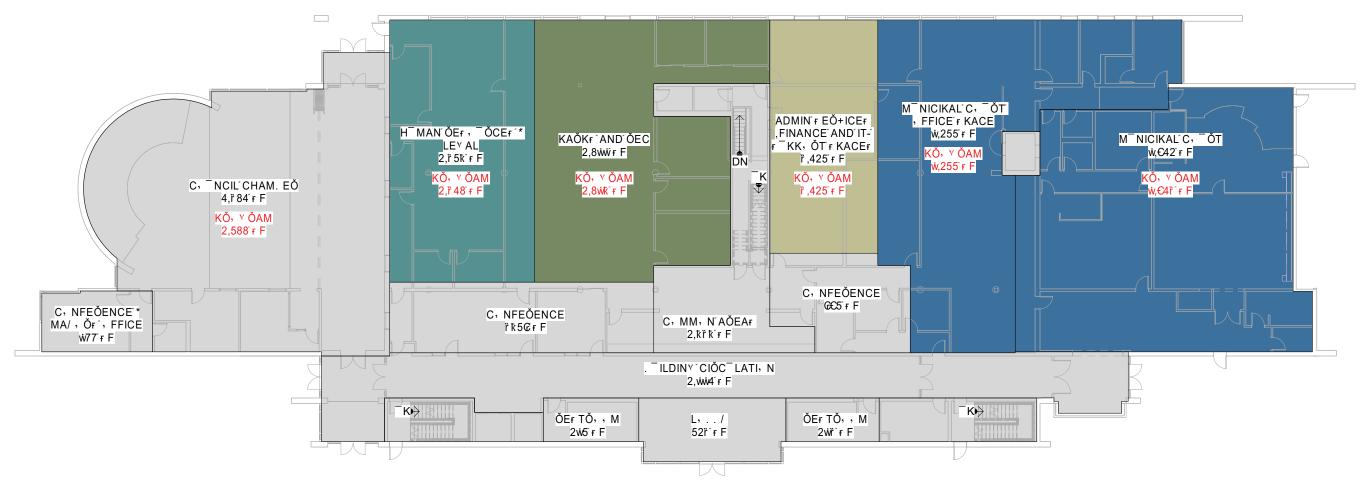




### **LEGEND**



Adjacency Diagram - Selected Option

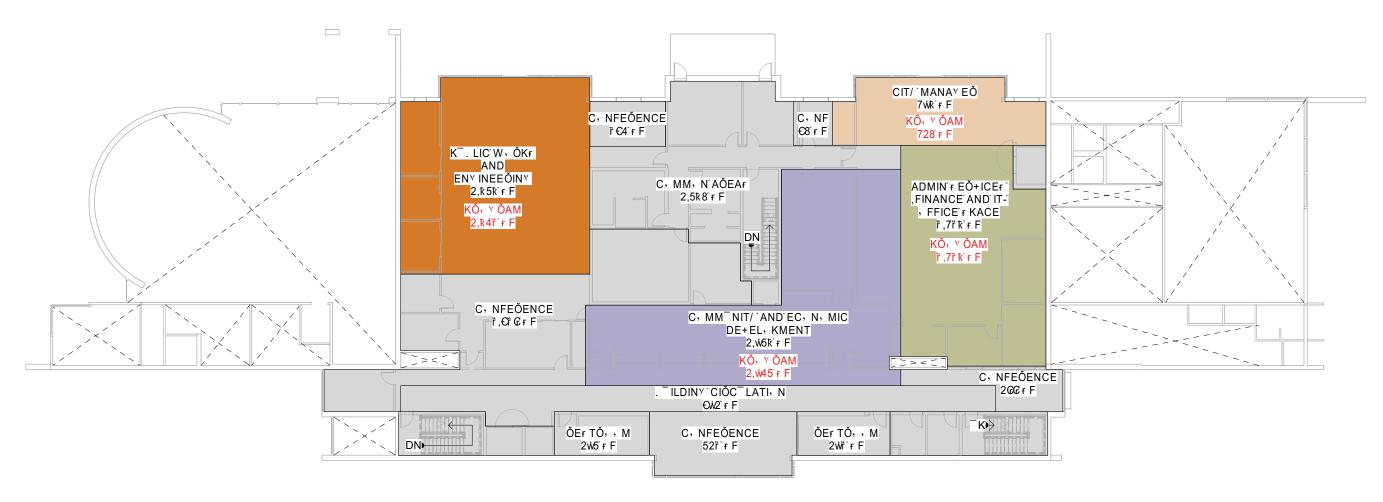


# $\underbrace{ \text{ FIRST FLOOR ADJACENCY DIAGRAM} }_{\text{NTS}}$

### **LEGEND**



Adjacency Diagram - S M.

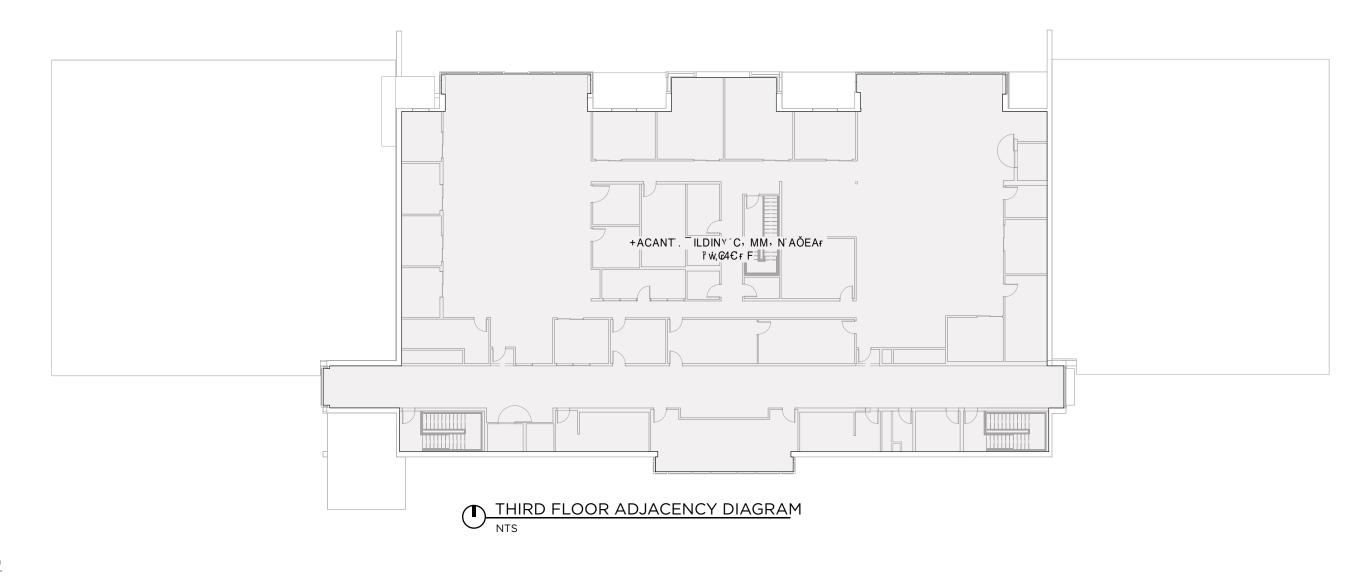


# SECOND FLOOR ADJACENCY DIAGRAM NTS

### **LEGEND**



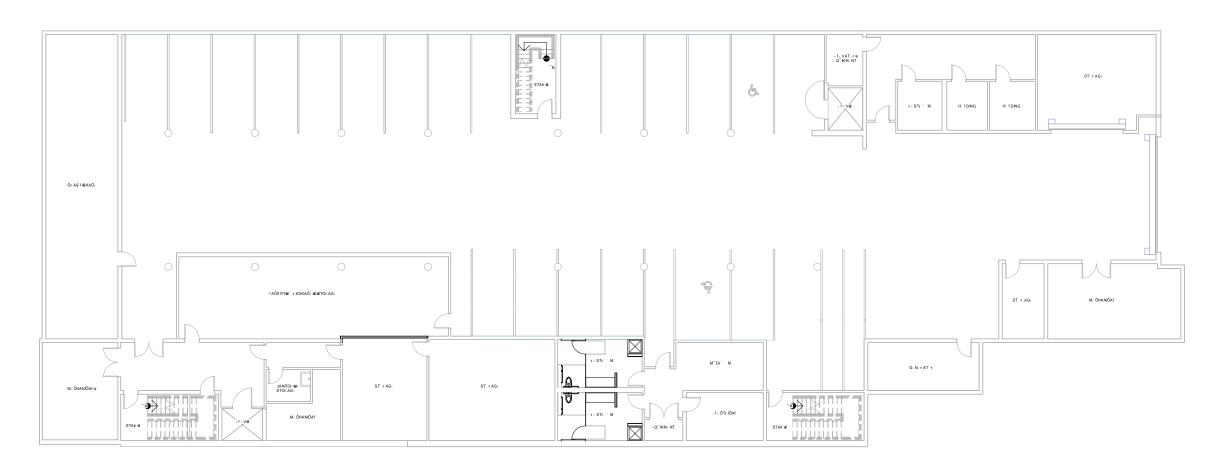
Adjacency Diagram - Selected Option



### **LEGEND**



Adjacency Diagram - §



GARAGE FLOOR PLAN

NTS

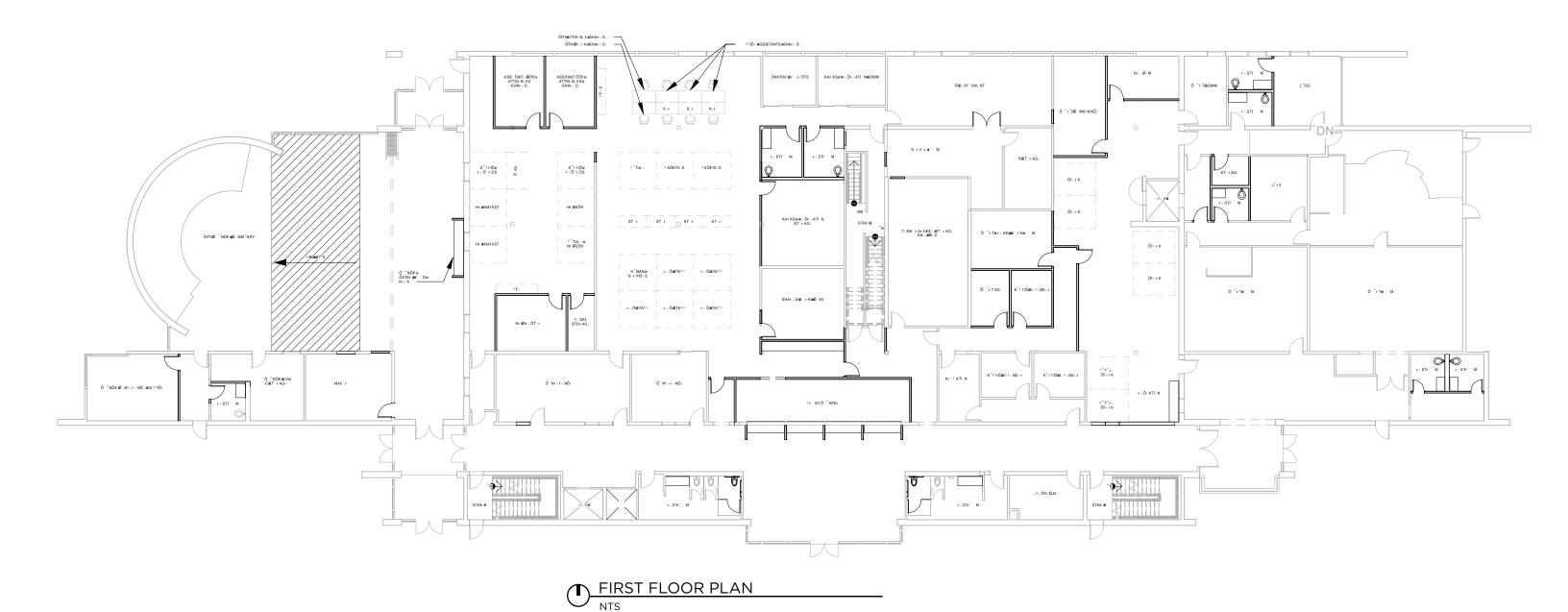
# **LEGEND**

EXISTING CONSTRUCTION NEW CONSTRUCTION

NOT IN SCOPE

10/18/2022

Low, Medium, and High Impact Te



**LEGEND** 

**EXISTING CONSTRUCTION** 

NEW CONSTRUCTION

NOT IN SCOPE

10/18/2022

Low Impact Test Fit



**LEGEND** 

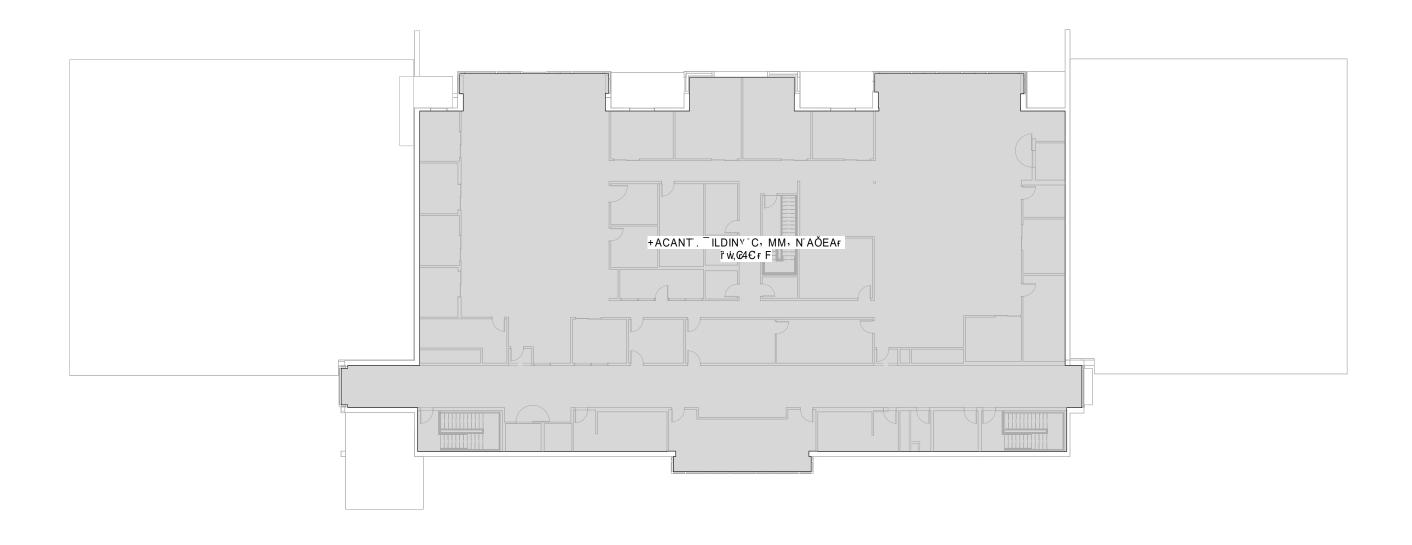
EXISTING CONSTRUCTION

NEW CONSTRUCTION

NOT IN SCOPE

10/18/2022

Low Impact Te



THIRD FLOOR PLAN

NTS

# **LEGEND**

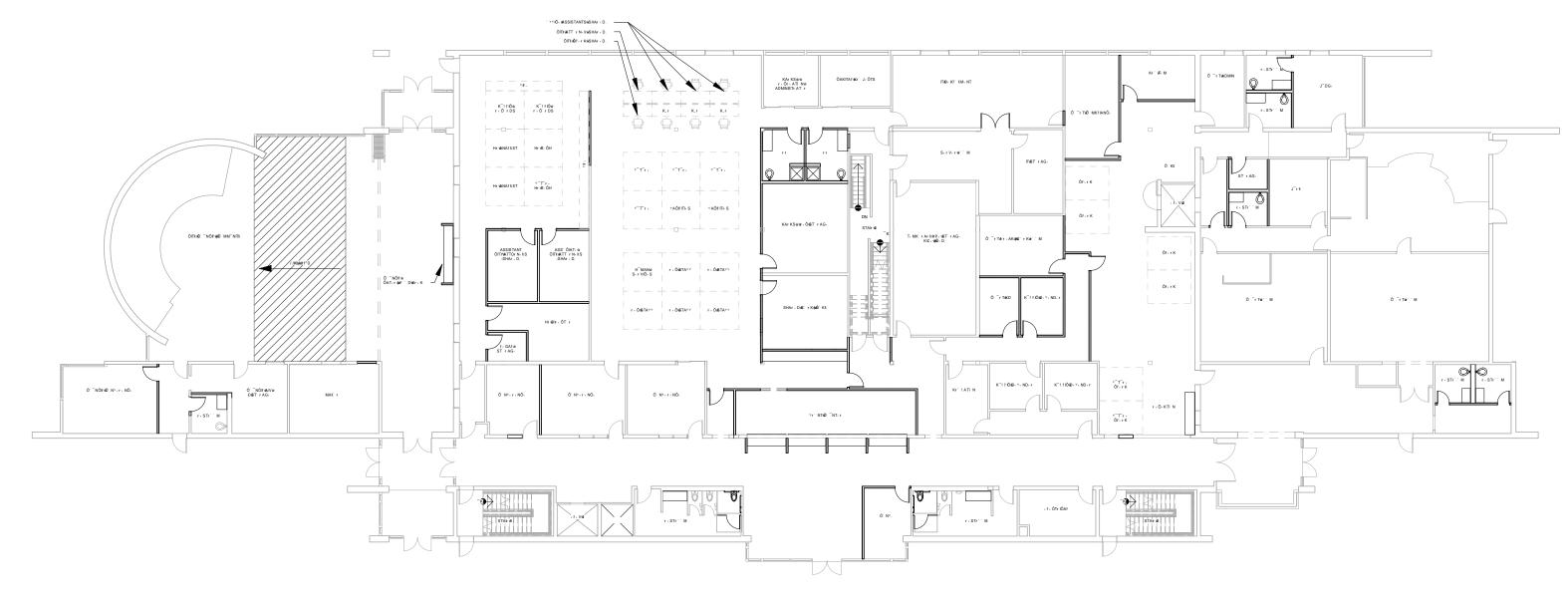
EXISTING CONSTRUCTION

NEW CONSTRUCTION

NOT IN SCOPE

M.

Low Impact Test Fit



 $\underbrace{ \text{PIRST FLOOR PLAN}}_{\text{NTS}}$ 

### **LEGEND**

EXISTING CONSTRUCTION

NEW CONSTRUCTION

NOT IN SCOPE

10/18/2022

Medium Impact Te



SECOND FLOOR PLAN
NTS

### **LEGEND**

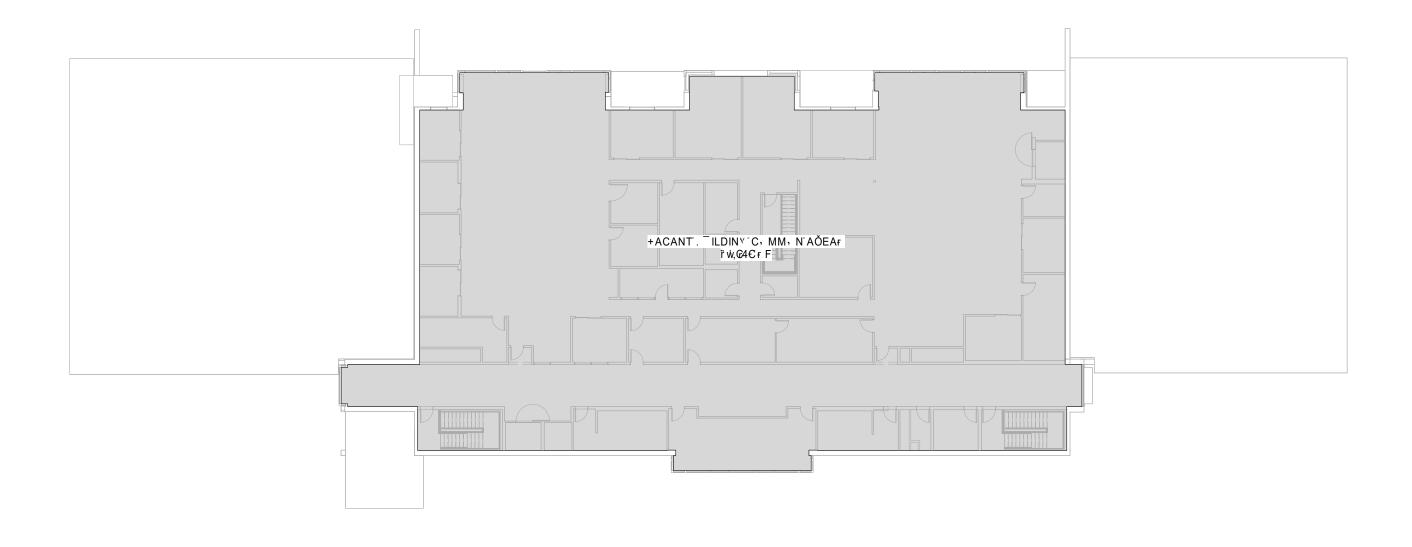
**EXISTING CONSTRUCTION** 

NEW CONSTRUCTION

NOT IN SCOPE

10/18/2022

Medium Impact Te



THIRD FLOOR PLAN

NTS

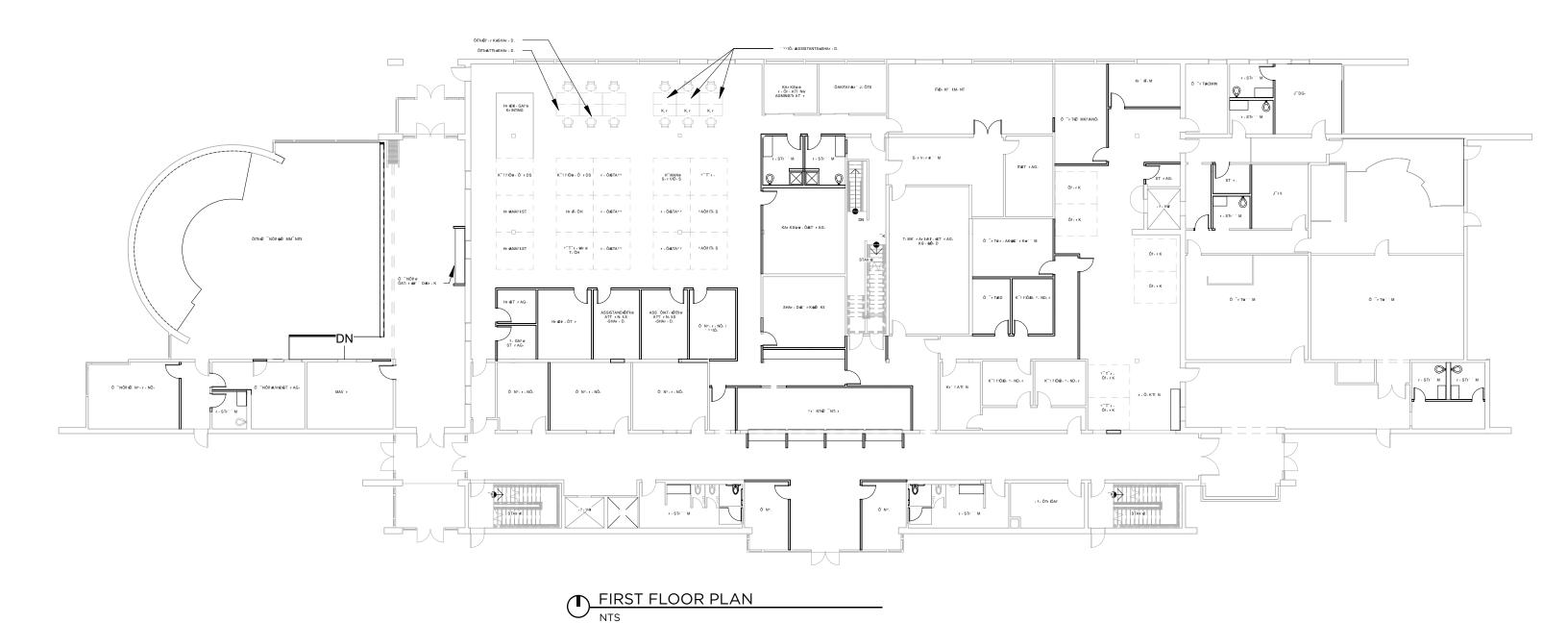
# **LEGEND**

EXISTING CONSTRUCTION NEW CONSTRUCTION

NOT IN SCOPE

M.

Medium Impact Test Fit



**LEGEND** 

EXISTING CONSTRUCTION

NEW CONSTRUCTION

NOT IN SCOPE

10/18/2022

High Impact Te

Lakewood City Hall Pre-Design Report



SECOND FLOOR PLAN
NTS

### **LEGEND**

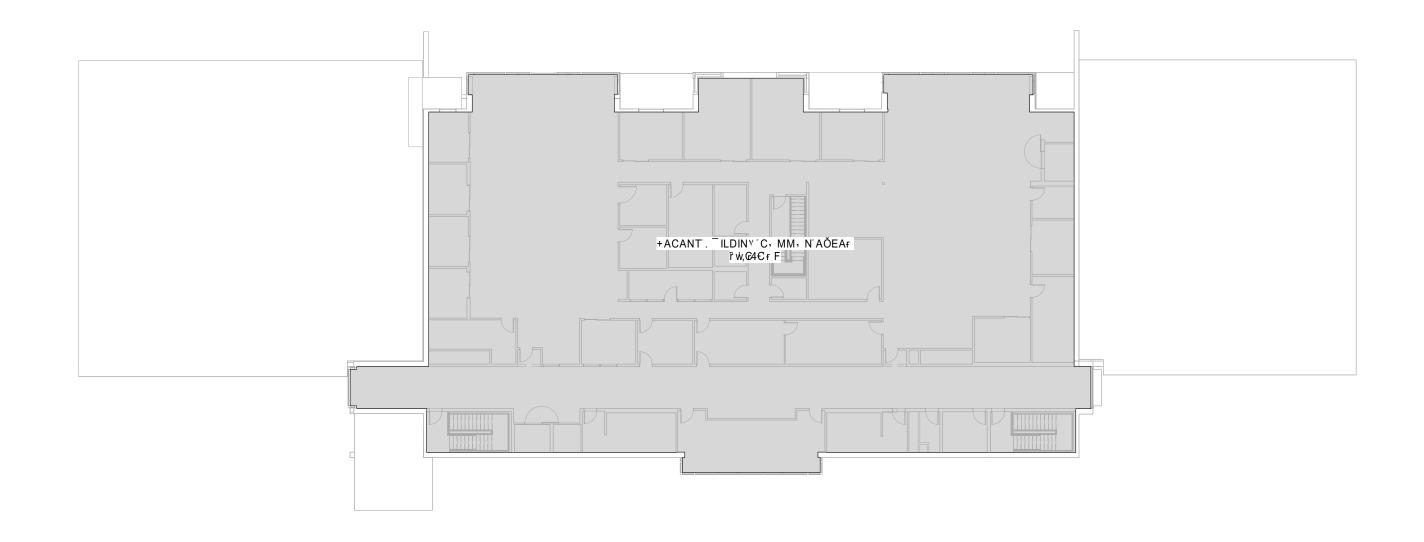
EXISTING CONSTRUCTION

NEW CONSTRUCTION

NOT IN SCOPE

10/18/202

High Impact Te



THIRD FLOOR PLAN

NTS

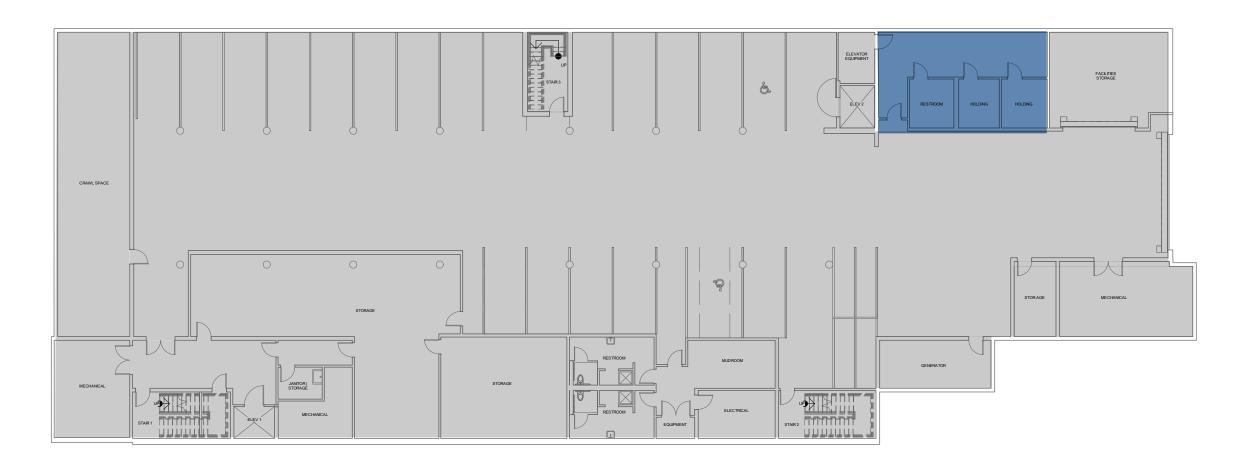
# **LEGEND**

EXISTING CONSTRUCTION NEW CONSTRUCTION

NOT IN SCOPE

M.

High Impact Test Fit

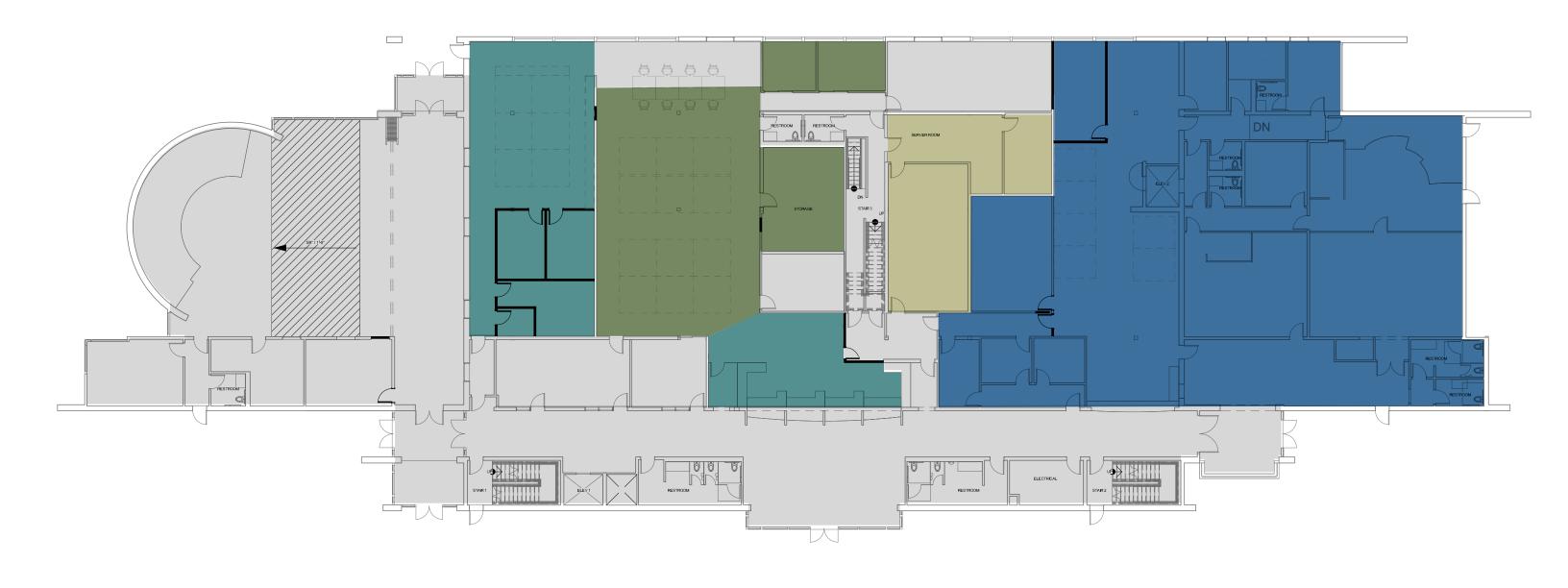


# GARAGE FLOOR PLAN NTS

### **LEGEND**



Revised Low Impact Test Fit



# FIRST FLOOR PLAN NTS

# **LEGEND**



Μ.

Revised Low Impact Test Fit





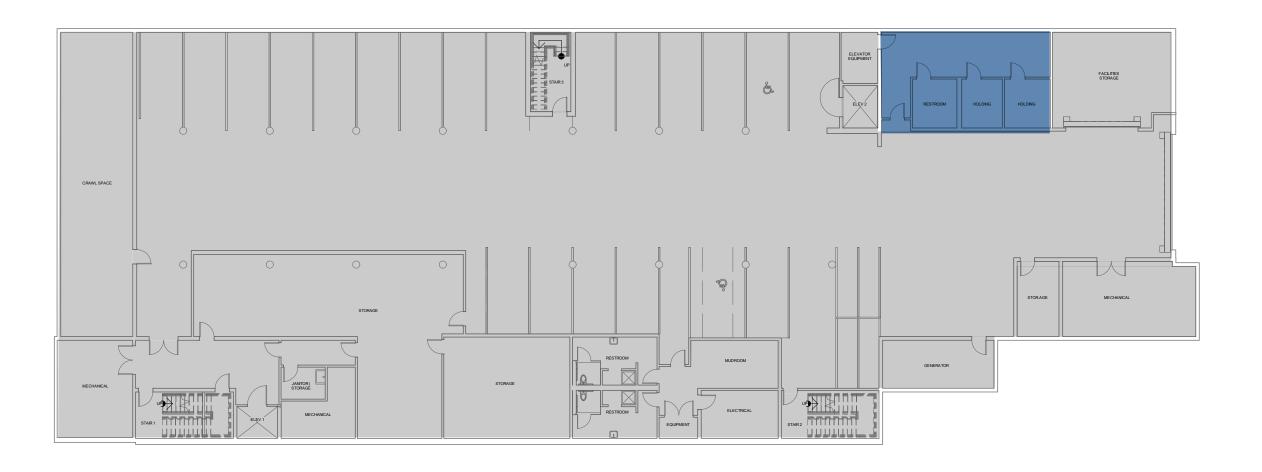
# **LEGEND**



**REVISED LOW IMPACT** 

Revised Low Impact Te

# City of Lakewood June 16, 2023

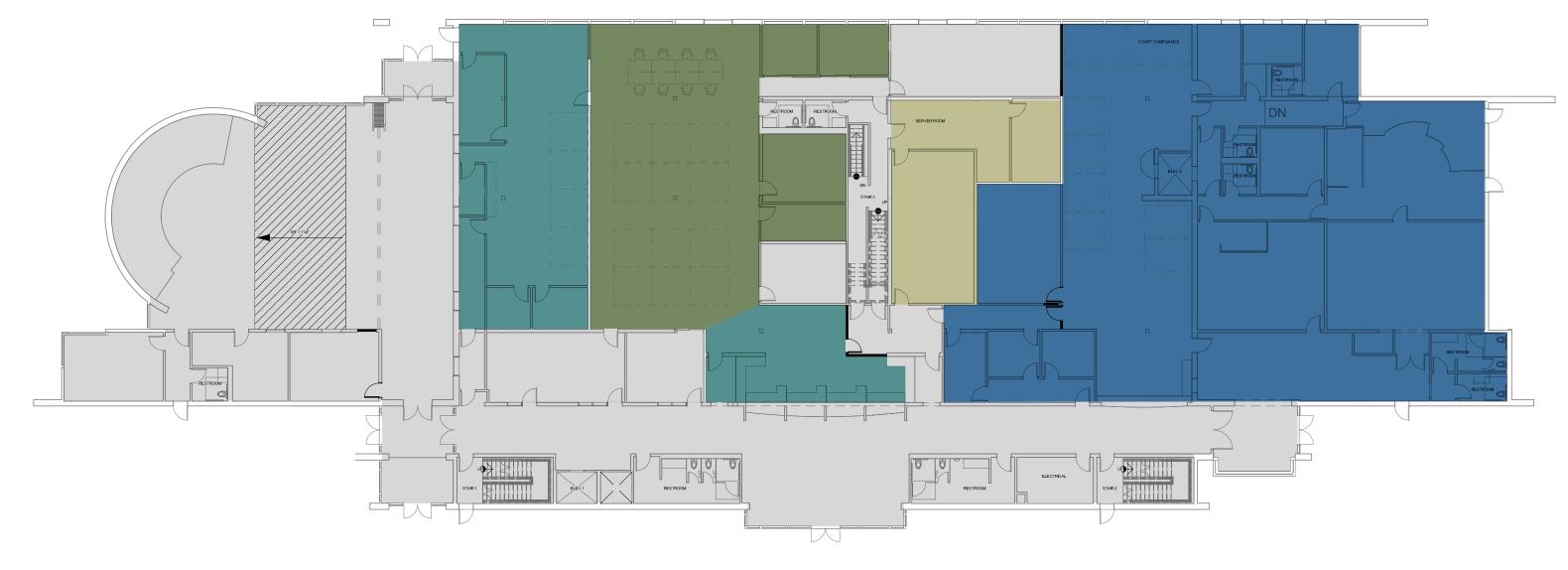


# • GARAGE FLOOR PLAN NTS

# **LEGEND**



Decreased SQFT Test Fit



# $\underbrace{ \text{PIRST FLOOR PLAN}}_{\text{NTS}}$

# **LEGEND**



PARKS & RECREATION

**HUMAN RESOURCES** 

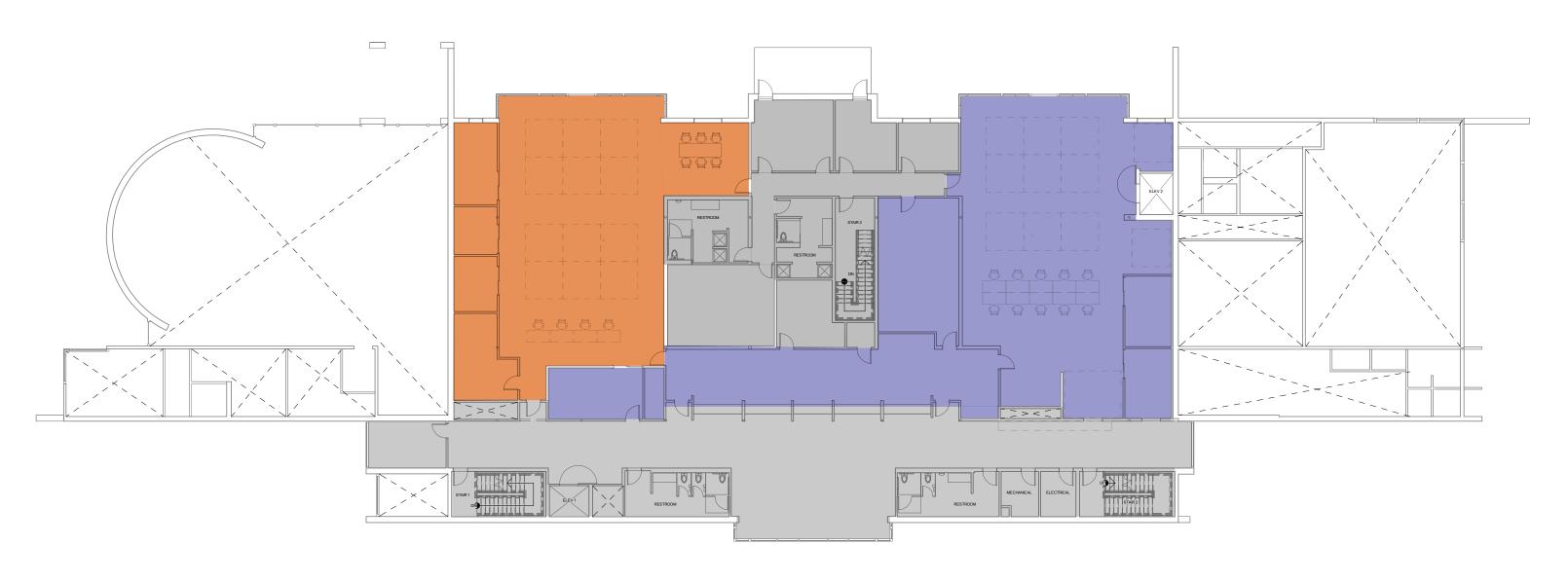
**PUBLIC WORKS ENGINEERING** 

CITY MANAGER

SHARED BUILDING COMMON AREA

Decreased SQFT Te

# City of Lakewood June 16, 2023





### PARKS & RECREATION COMMON **HUMAN RESOURCES** COURT ADMIN SERVICES - FINANCE & IT PUBLIC WORKS ENGINEERING

COMMUNITY ECONOMIC DEVELOPMENT

VACANT SPACE

**LEGEND** 

SHARED BUILDING COMMON AREA

**CITY MANAGER** 

Decreased SQFT Test Fit



City of Lakewood June 16, 2023

# APPENDIX B DISCIPLINE NARRATIVES FOR BASIS OF COST

# Basis of Cost

### <u>Lakewood City Hall Redesign Study – Pre-Design Narrative</u>

December 7, 2022

### PROJECT DESCRIPTION

### A. INTERIORS

### A10 INTERIOR CONSTRUCTION

### A1010 Partitions

- Light gage 3 5/8" framing with gypsum wallboard, typical unless noted otherwise.
- o Sound attenuation insulation (R-13) in all interior walls, typical.
- o Interior walls run to underside of ceiling, typical.
- o New and existing interior walls at meeting and conference rooms to run to bottom of structure, typical.

### A1020 Interior Doors

- o Solid wood doors: Solid core, stain grade wood veneer doors with painted, fully welded hollow metal frames. Finish to match existing wood ceiling and doors, Color: TBD
- o Provide full glazed vision panel in office doors not adjacent to a standard relite.
- o Steel doors and frames: Painted.
- Hardware: Schlage ND series typical at interior wood doors. Panic hardware at all exterior doors and assembly occupancy defined doors. Finish: brushed nickel.
- o Solid core, stain grade wood veneer door with adjacent frameless butt glazing with frosted film: 42" door at suite entry door on floor 2. Assume 1 suite entry per floor.

### Interior Glazing

- o Interior Relites: Frameless butt glazing, assume 4'-0" wide at offices and 8'-0" width at conference rooms, 8'-0" height.
- Bullet resistant glazing: Armortex Bullet Resistant, Level 3 laminated polycarbonate (TP300) with recessed ricochet proof drip tray RMDT-1012 stainless steel. At main reception desk and court lobby reception window.

# A1030 Fittings

- o Visual display boards to be provided at:
  - o All meeting spaces, (1) 4'x8' frameless magnetic glass whiteboard
  - o All private offices, (1) 4x4 magnetic glass whiteboard
- Interior signage: Provide allowance for code required and individual room signage; frosted glass signs with stainless stand-offs and individual cut lettering.

- o Corner Guards: Provide 4'-0" tall stainless steel corner guards at all exterior corners and cased openings.
- Toilet Accessories: Bobrick Contura Series. Provide combination trash/automatic paper towel dispenser, soap dispensers at vanities, toilet stall accessories typical per restroom.
- o Toilet Partitions: Bobrick Privada Cubicles, full height partitions with occupancy indicator
- o Acoustic panels: Snaptex,1" square profile high impact tackable panels at all meeting rooms and break room, assume 40% of wall surface.

### A20 INTERIOR FINISHES

### A2010 Wall Finishes

- All walls to receive two coats of paint over a primer coat (3 coats total), typical unless noted otherwise. Assume 30% accent paint locations up to 6 colors. Assume Sherwin Williams Company Promar 200.
- o Porcelain tile w/20% accent tile on wet walls, full-height in all toilet rooms.
- o Porcelain tile backsplash from counter to underside of cabinets, or top of cabinets at open shelving, at break room.
- o FRP on wet walls to 5'-0" AFF in Janitor's closets.

### A2020 Floor Finishes

- Carpet tile: Provide building standard carpet tile throughout meeting areas, private office, open office, main corridor, and council chamber areas. Assume Mohawk Group, Style Headstrong. Assume up to 4 colorways or equivalent products
- o Carpet tile: Provide upgraded carpet tile at elevator lobby on floor 2. Assume \$35 per yard material only cost
- Porcelain tile (PT) and tile base: Provide large format tile at first floor lobby, reception area, and court lobby. Assume \$15 per square foot material only cost. Provide Schluter aluminum transitions.
- Porcelain tile w/ accent tile and base: Provide large format tile at floor and wet walls at toilet rooms. Assume \$20 per square foot material only cost. Provide Schluter aluminum transitions at all exposed edges of wall tile and base and all interior /exterior corners.
- o Provide Schluter aluminum transitions at all flooring transitions
- o Resilient Flooring: At break room and copy/work rooms. Assume Mohawk Group, Style, Hot and Heavy, assume up to 3 colorways
- o Stair Treads: Provide updated treads at all stairs.
- o Entry Grill (Walk-off Mat): At full entry vestibules
  - o Grille: Mats Inc, Grate Grid, color TBD
- o Entry Modular Walk-off Mat, Assume Mohawk Group, First Step II Tile
- o Base: typical at all locations where tile is not defined.
  - o RB-1: Roppe, 4" coved base, color TBD

2220022.00

o WB-1: 4"H solid wood base to match existing wood ceiling and doors. Stained to match existing wood ceilings and doors.

### A3030 Ceiling Finishes

- o Assume 10'0" ceiling height at all locations where not otherwise defined.
- o Suspended acoustical tile ceiling: see reflected ceiling plans for extent
  - o SAT-1: Armstrong, Ultima 2'-0"x4'-0" Tegular, second look with 9/16" Thin line Armstrong grid
- o Open to Structure: Painted structure, piping, ductwork, SAT cabling, typical where exposed.
- o Soffits: Painted gypsum board, assume 5% of space. □

### B. SERVICES

### B10 PLUMBING

### B1000 Existing System Description

- o Domestic water building entry is 3". Water pressure is approximately 50 PSI which is marginal for a 3 story building. It may be difficult to add a lot of plumbing fixtures, especially to third floor and/or adding flush valve WCs. The piping system is sweated copper. It was noted that some repairs have been made using press fit copper. There is proper blackflow preventors installed on the main service and at connections to the hydronic system.
- o There are 3 water heaters. The main building water heater is gas-fired. The other 2 are electric. One small electric water heater serves the catering area near the Council Chambers. The other electric water heater serves the restrooms available to the public. All of the water heaters are set to 120 degrees F. and do not have thermostatic mixing valves.
- o There is natural gas to the building serving boilers and the main water heater. It appears to be a 2 PSI service to the building and is immediately reduced to 14" WC before entry into the building. There is an earthquake valve on the system.

### B1010 Sustainable Strategies

O Any replaced plumbing fixtures should be replaced with water saving versions. Water closets (WC) should be 1.28 gallons per flush, urinals shall be 0.125 gallons per flush, lavatories shall be 0.5 gallons per minute, etc.

### B1015 Scope of Work

### Work Included:

- o Condensate drain system.
- o Sanitary waste and vent system.
- o Domestic cold water system.

### <u>Lakewood City Hall Redesign Study</u> – Pre-Design Narrative

December 7, 2022

- o Domestic hot water system.
- Storm drainage systems.
- o Plumbing fixtures and equipment.
- o Plumbing devices.

Systems shall be designed in accordance with the following codes:

- o 2018 International Building Code with WA statewide amendments.
- o 2018 International Mechanical Code with WA statewide amendments
- o 2020 NFPA 70 -National Electric Code (NEC)
- o 2018 Washington State Energy Code (WSEC)
- o 2018 International Building Fire with WA statewide amendments
- o 2018 Uniform Plumbing Code with WA statewide amendments

The following reference standards shall be used for the design:

- ANSI: American National Standards Institute.
- ASME: American Society of Mechanical Engineers.
- ASSE: American Society of Sanitary Engineering.
- ASTM: American Society for Testing and Materials.
- AWS: American Welding Society.
- AWWA: American Water Work Association.
- CISPI: Cast Iron Soil Pipe Institute.
- CS: Commercial Standards.
- EPA: Environmental Protection Agency.
- IAPMO: International Association of Plumbing and Mechanical Officials.
- IEEE: Institute of Electrical and Electronics Engineers
- ISO: International Organization for Standardization.
- NEMA: National Electrical Manufacturer's Association.
- NFPA: National Fire Protection Association.
- NSF: National Sanitation Foundation.
- PDI: Plumbing and Drainage Institute.
- UL: Underwriters' Laboratory.

## B1020 General

- o All work shall be performed by a Licensed Journeyman Plumber and Apprentices.
- All materials shall comply with ISO 9001 Standards, NSF/ANSI Standard
   61 and IAPMO Low Lead Certification.

### B1030 Condensate Drain System

The main condensate removal is located on the roof. Spot cooling for data rooms may require condensate removal. Existing condensate for data rooms and local air handlers may need to be modified during this remodel. Condensate piping shall be PVC and routed indirectly to the waste system at janitor mop sinks or hub drains.

### B1040 Sanitary Waste and Vent System

o The existing sanitary system is cast iron is adequate to be reused for any tenant improvements. However, all of the sanitary system is at main plumbing groups and is routed down to the basement level. Waste slope will have to be considered if remote sinks are desired.

### B1050 Domestic Cold Water System

O Based on the test fit options, many of the restroom groups are being modified. The existing plumbing system should be able to be modified to take care of the revised restrooms. See notes on plans for more specific information.

### B1055 Domestic Hot Water System

O The current hot water generation is by 2 small electric water heaters and a gas-fired water heater. The catering function near the Council Chambers appears to be eliminated. The work sink and small electric water heater is to be removed. The public space electric water heater and the gas-fired water heater hot water piping system has the capacity to be modified for the new tenant improvement. See notes on plans for specific work. The systems are more than adequate for additional plumbing fixtures that may be added during the tenant improvement.

### B1090 Plumbing Fixtures and Equipment

New plumbing fixtures to be water saving fixtures (see sustainable B1010)
 Any new stainless steel sinks will be under mounted 18 gauge stainless steel with faucets set at 1.5 GPM flow rate. Gooseneck Faucet at break room/workroom locations

### B1100 Plumbing Devices

Water heaters are set to 120 degrees F. without a thermostatic valve for scalding control. 120 degrees F also is a temperature that does not destroy legionella bacteria which is naturally occurring in the water. Since there are showers in the building, it is recommended that the water heaters serving showers increase the storage temperature to 140 degrees and either a central thermostatic mixing valve be installed or point of use mixing valves be installed at lavatories. The showers appear to have pressure balanced mixing valves already.

### B20 HEATING, VENTILATING AND AIR CONDITIONING (HVAC)

### B2010 Sustainable Strategies

- o The boilers appeared to be in good shape. However, they are 20 years old and could be considered to be replaced with new high efficiency, condensing, gas-fired boilers.
- o The pumping system appeared to be in good shape. It appears that there have been some pump motor replacements recently. It is possible to add variable frequency drives (VFDs) to the pumps and change the system to a variable pumping system to save energy. Any new coils can be provided with 2-way control valves and many of the existing 3-way control valves could be changed out to be 2-way control valves.

### B2020/30 Heat/Cooling Generating Systems

- The main HVAC system consists of 2 large variable air volume (VAV) air handlers on the roof of the building. These units provide tempered primary are to VAV terminals located in the ceiling space near the zone they serve. The VAV terminals vary the amount of primary air and/or reheat the air to meet individual zone temperature requirements. There are a couple of smaller VAV units serving the Council Chambers and Court Room. There are also a couple of constant volume air handlers/fan coil units serving select spaces. All of the air handlers have hydronic heating and cooling coils. The VAV terminals have hydronic heating coils.
  - Hydronic heating water is produced by non-condensing, gas-fired boilers. Water is pumped around the building by redundant constant volume pumps in steel and copper piping.
  - Hydronic chilled water is produced by an air-cooled chiller. Water is pumped to the air handlers (not VAV terminals) by redundant constant volume pumps.

# B2040 Distribution Systems

O During the site visit, it was discussed that there is a desire to have third floor served by its own air handler. This would require adding a separate air handler for the third floor, a compete revision of the third floor primary air ductwork, and a rebalance of the 2 main rooftop VAV air handlers. There does not appear to have space of the roof to add an air handler for third floor. What can be done to "separate" third floor from the rest of the building would be to document the airflow through the VAV terminal flow rings and charge the third floor tenant based on the percentage of primary air used versus the rest of the building. The equipment to perform this already exists and all that is required is modifications to the controls system.

- o For the rest of the tenant improvement, most of the existing ductwork will be reused. New ductwork will be branches off of the main duct trunks. The existing return plenum above the ceiling shall be reused. See notes on plans for specific information.
- o It is recommended that a few VAV terminals be added for zone temperature control. See notes on plans for specific information.
- o The spaces near the Council Chambers (Mayors Office, Conference Room, and Council A/V) should be rezoned. The spaces are currently served by a single air handler and should be divided into 3 smaller fan coil units. See notes on plans for specific information.
- o All new ductwork sheet metal will be galvanized.
- o Supply ducts upstream of VAV terminals: SMACNA standards for medium pressure (2" to 4").
- Supply duct downstream from terminal boxes, and general exhaust ducts:
   SMACNA low pressure duct standards (0" to 2").
- All supply and exhaust ducts will be sealed for a maximum of class per SMACNA.
- o All supply ducts upstream of terminal boxes will be leak and pressure tested for a maximum of class per SMACNA.
- o Flexible Ducts: Pre-insulated with vapor barrier, used for diffuser connection and in concealed ceiling space only.
- o Insulation for Ductwork:
- o Concealed supply and return ducts: R-8, 1-1/2" thick fiberglass blanket duct wrap with foil facing.
- Exposed supply and return ducts: Insulation is not required for ductwork exposed in conditioned space.
- o Internal duct liner: 1-inch thick.
- o Exhaust ducts: Not insulated except for acoustic liner where required.
- O Balancing Dampers: Adjustable balancing dampers in each branch take-off for proper control of balancing of the air distribution system will be provided. All operating levers will be readily accessible and be of extended type so as to not be in contact with insulation. Where dampers are inaccessible for adjustment, ceiling flush mounted concealed damper regulators with rod extension to damper, and die cast gears.
- O During the site visit, the main server room space was identified to need more dedicated cooling added. The existing system should be replaced. At a minimum, cooling capacity should be increased.
- The Council Chambers HVAC is noisy. There is no space for a silencer and all of the ductwork is underground. To reduce noise, the variable drive algorithm should be modified to reduce airflow during low occupancy. Also, CO2 sensors can be added to reduce outside air quantities during low occupancy.

### B2060 HVAC Instrumentation and Controls

The existing controls system is electronic direct digital controls (DDC) energy management controls system (EMCS). The system is 20 years old, but should have the capacity for the magnitude of the tenant improvement being proposed.

### B2080 Testing, Adjusting, and Balancing

- O An independent testing and balancing contractor will be required (as a sub-contractor to the general contractor), AABC or NEEB certified to balance all air systems and heating and cooling equipment to the required quantities; and to verify the capacity and operating conditions of each piece of equipment.
- They will submit detailed test procedures, forms, etc. for approval prior to beginning the work.
- After balancing is complete and all airflows have been balanced to within +/- 10% of design airflow, the contractor shall submit three complete balance reports.
- Balancing Contractor shall balance the VAV system for both maximum zone airflow and minimum ventilation airflow. Contractor to document minimum required inlet pressure required for maximum airflows.

### B30 FIRE PROTECTION

### B3010 Sprinklers

- o The sprinkler water is distributed by steel pipe and appears to be adequate size to make adjustments for any tenant improvement.
- The Fire Protection Sprinkler System Contractor shall add, relocate, and delete fire sprinklers in the areas of tenant improvement in accordance with NFPA #13 and City of Everett standards.
- o Fire Sprinkler Permit and Inspections shall be obtained by the Fire Protection Sprinkler System contractor.
- o Pendent sprinklers located in A.C.T. ceilings shall be semi-recessed style with factory white finish sprinkler and white semi-recessed escutcheons.
- o Pendent sprinklers located in GWB ceilings or soffits to be concealed-style, utilizing flat cover plates with factory white finish.
- o Pendent sprinklers located in wood ceilings or soffits to be concealed-style, utilizing flat cover plates with factory painted finish, Color: TBD

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- o Any sprinklers that are to be relocated shall be replaced with new quick-response sprinklers in accordance with NFPA #13 requirements.
- o New sprinklers in A.C.T. ceilings shall utilize flexible drops or oversize escutcheons or expansion rings to obtain seismic clearance in ceiling penetration in accordance with ASCE 7.
- o If utilized, flexible drops to pendent sprinklers shall be UL-Listed and/or FM Approved and shall incorporate a braided, stainless-steel covering. The bracket shall allow room for installation of ceiling tile after attachment of the bracket.
- o Hanging, seismic bracing, and branch line restraint of fire sprinkler piping shall be provided in accordance with NFPA #13.
- Existing fire sprinkler pipe routing shall be modified if required for installation of other trades.

# B3090 Other Fire Protection Systems

o There is a desire to remove the wet sprinkler system from the data room and replace with a dry, clean agent fire suppression system.

### B40 C50 ELECTRICAL

### B4010 Electrical Service

o The existing 4000A, 208Y/120V main distribution board and building electrical service transformer will be retained.

### B4020 Electrical Distribution

- o Existing electrical distribution shall remain in place.
- o Additional branch panelboards will be provided, as needed on each floor, to serve new building loads.
  - o If physical electrical room space is limited, 84 circuit panels could replace existing 42 circuit panels
- The existing 100kW backup generator will be retained, and downstream distribution will be modified, as necessary, to serve new loads desired on backup power.
- o In renovated areas, controlled receptacles will be provided for a minimum of 50% of receptacles in office spaces, break rooms, conference rooms and similar spaces per Washington State Energy Code

- o Uncontrolled receptacles will be provided adjacent to controlled receptacles at workstations.
- Control will be via timeclock or local occupancy sensors and power packs.

# B4030 Lighting

- o In the "Low Impact" and "Medium Impact" scenarios, existing recessed 2'x4' fluorescent troffers will be replaced with new LED fixtures. In renovated areas, new LED lighting and controls will be provided to meet the requirements of the Washington State Energy Code.
  - o Generally recessed architectural volumetric troffers throughout office spaces with ACT ceilings 9'-0" or less.
  - o Linear direct/indirect pendant fixtures will be reviewed for areas with higher ceilings, no ACT, and as budget/Energy Code permits.
  - Flat panels will be utilized in corridors, break rooms and similar spaces with ACT ceilings.
  - o Surface linear or recessed downlights will be utilized in GWB ceilings and back-of-house areas.
  - o All lighting will be coordinated with the Owner, Architect and Interiors during the design process to ensure the lighting design aligns with the aesthetics of each space.
- o New Lighting Controls will be provided to meet Washington State Energy Code requirements. Included are:
  - O Daylight harvesting- Photocells in each occupied, daylit space will automatically dim the artificial lighting to preset levels based on the amount of natural light entering the space.
  - Occupancy/Vacancy Sensors- Sensors will keep the lights on when spaces are occupied and turn them off when unoccupied for a preset amount of time.
    - Additional sensors will be placed in multi-occupant spaces to ensure minor occupant movements keep the lights on.
  - o Manual dimming controls will be provided in each office space to allow occupants control of their lighting levels.
  - O Controls will be integrated into the existing Building Management System to allow scheduled on/off sweeps and central on/off controls.

### B4040 Communications

- Telecommunications will be reconfigured and/or upgraded as required to accommodate the renovated spaces.
  - o CAT 6 cabling will be utilized for all new workstation and equipment drops.
  - o CAT 6A cabling will be utilized for new WiFi drops.
    - WiFi locations will be coordinated with IT during design.

- o New racks/patch panels will be added as required to teleomm rooms to accommodate new devices.
- o Switches, rack-mounted UPS, and similar active electronics are anticipated to be by the Owner (OFOI).

# B4040 Security

- Electronic Security System Devices and Locations will be coordinated with the end users during design.
  - Access Control Proximity Card Reader locations will be coordinated with the end-user.
    - Assume minimum of 20 card reader locations.
  - o Intrusion Alarm Zones and Keypad locations will be identified.
  - o CCTV Camera locations will be identified.

### B50 FIRE ALARM

### B5010 Core and Shell:

- Existing horns, strobes and initiation devices will be relocated as required to accommodate the reconfigured spaces.
- o Where necessary, new devices will be added to ensure code compliance.

# C. EQUIPMENT AND FURNISHINGS

# C10 EQUIPMENT

### C1010 Commercial Equipment

- o Office equipment (supplied by Owner)
- o Video conference equipment provided by Owner, installed by Contractor.
- o Provide allowance for blocking for all OFCI & OFOI equipment.
- o Provide power/data back boxes for all OFCI TV Locations, assume (1) per conference meeting space, front desk, court lobby, and all private offices.

### C1020 Other Equipment

- o Kitchen Equipment provided by Contractor, installed by Contractor, including the following:
  - o (2) Commercial refrigerators with ice maker Samsung 22.5 cu. ft. RF23HCEDBSR
  - o (1) Under counter refrigerator Summit AL54CSSHV
  - o (3) Microwaves Samsung MS19M8000A
  - o (1) Dishwasher Bosch 800 Series Stainless Steel SGE68X55UC
  - o (1) Range GE JD630STSS
  - o (1) Vent Hood GE JVX5305SJSS

December 7, 2022

- o (2) Water coolers
- o (1) Toaster
- o (1) Toaster oven
- o Garbage disposal
- O Assume break room to receive (2) commercial refrigerators, (2) microwaves, (1) dishwasher, (1) range, (1) water cooler, (1) toaster, (1) toaster oven, and garbage disposal. Assume wellness to receive under counter refrigerator, water cooler, and microwave.

### C20 FURNISHINGS

### C2010 Fixed Furnishings

- o Casework:
  - o All casework custom grade, constructed to AWI standards.
  - o Provide casework at the following:
    - Standard casework (upper cabinets and floating shelves, countertop and splash, lower cabinets)
      - Break room assume 30' and 10' island
      - Wellness assume 9'
      - Council cater/food prep assume 15'
    - Specialty casework
      - Front counter
      - Court reception
      - Mail room
      - Restroom counters with integrated aprons
  - o Typical Countertops: Quartz countertops.
  - QTZ: Pental Quartz Color TBD, assume up to (4) colorways
- o Typical Cabinet Vertical Surfaces: Plastic laminate
  - Front Counter:
    - Wood paneling to match existing wood ceilings with 3form accents (assume 20% of vertical surface, assume 2 colors), Material: Chroma 5/8", with backlighting.
    - Countertops with waterfall edge to floor on 2 sides, Pental Ouartz – Color TBD
  - Back area Casework:
    - PLAM: Formica Color TBD, assume up to (4) colorways
- o Display Case
  - Recessed, Glass display case with glass sliding doors and glass shelves. (Lobby, Court Lobby and Council/Community Corridor)
- o Mirrors:
  - 4'-6"H frameless mirrors, full length of counters (Men's and Women's Restrooms)
  - 30" x 6' frameless wall mirrors (Men's and Women's Restrooms)
- o Window Treatments:

2220022.00

# <u>Lakewood City Hall Redesign Study – Pre-Design Narrative</u>

December 7, 2022

- o All exterior windows to receive: 3% openness MechoSystems or similar, electric at council chambers and manual at all other locations. EcoVeil fabric. Dual blackout and 3% openness at Council Chambers, electric controls.
- o All medium and large conference rooms to receive dual 3% openness and black-out shades.
- o Assume valance at all single and dual shade locations

C2020 Movable Furnishings – NOT USED

# APPENDIX C SUPPORTING COST DOCUMENTS

### **EXECUTIVE SUMMARY**



January 8, 2023

**Lakewood City Hall Tenant Improvement** 

PROJECT INFORMATION

Owner: City of Lakewood Estimate Date: January 8, 2023

 Name:
 Lakewood City Hall Tenant Improvement
 Building Area:
 40,200

 Location:
 Lakewood, WA
 Site Area:
 N/A

<u>Seattle Office:</u> Roen Associates <u>Contact Name:</u> Matt Wiggins

500 Union Street, Suite 927 <u>Telephone:</u> (206) 343-1003

Seattle, WA 98101 <u>E-mail:</u> <u>mattw@roenassociates.com</u>

**Project Number** 

Spokane Office: Roen Associates Contact Name:

121 South Wall <u>Telephone:</u> (509) 838-8688

Spokane, WA 99201 <u>E-mail:</u>

<u>Project Type:</u> Civic Office and Courts <u>Estimate Level:</u> PreDesign Estimate

<u>Project Start:</u> Q4 2024 <u>Project Duration:</u> See Detailed Est. months

**Documents Reviewed:** 

<u>Document</u> <u>A / E / C Firm</u> <u>Date</u>

<u>Drawings:</u> Pre-Design Package Mackenzie 12/7/2022

Reports:

# **Construction Cost Summary**



Owner: City of Lakewood

Project: Lakewood City Hall Tenant Improvement

January 8, 2023

# **ESTIMATED COSTS SUMMARY - LOW IMPACT**

Item	Description	QTY	UOM	\$ / UOM	Cost				
1	City Hall Renovation - Low Impact	40,200	BGSF	\$168.16	\$6,760,108				
2	General Conditions (Management, Support Services, Temp. Protection, Swing Shift Supervision Prem.)	8	МО	\$90,000	\$720,000				
	Total Construction Cost (Today's Dollars)								
3	Escalation to Midpoint (Q4, 2024)	11.00%	on	\$7,480,108	\$822,812				
	Total Construction Cost (Escala	ited)			\$8,302,920				

# **ESTIMATED COSTS SUMMARY - MEDIUM IMPACT**

Item	Description	QTY	UOM	\$ / UOM	Cost				
1	City Hall Renovation - Med. Impact	40,200	BGSF	\$182.72	\$7,345,270				
2	General Conditions (Management, Support Services, Temp. Protection, Swing Shift Supervision Prem.)	9	МО	\$90,000	\$810,000				
	Total Construction Cost (Today's Dollars)								
3	Escalation to Midpoint (Q4, 2024)	11.00%	on	\$8,155,270	\$897,080				
	Total Construction Cost (Escala	ited)			\$9,052,349				

# **ESTIMATED COSTS SUMMARY - HIGH IMPACT**

	Item	Description	QTY	UOM	\$ / UOM	Cost		
I	1	City Hall Renovation - High Impact	40,200	BGSF	\$236.50	\$9,507,479		
	2	General Conditions (Management, Support Services, Temp. Protection, Swing Shift Supervision Prem.)	11	МО	\$90,000	\$990,000		
I	Total Construction Cost (Today's Dollars)							
I	3	Escalation to Midpoint (Q4, 2024)	11.00%	on	\$10,497,479	\$1,154,723		
ľ	Total Construction Cost (Escalated)							

### **COMMENTS:**

Design, Bid, Build delivery method is assumed

Assumes a Q2 2024 construction start

Escalation is predicted to be 7% in 2023 and 4% in 2024

Any and all work on Level 3 is EXCLUDED

Hazardous Material Abatement & Sitework Improvements are EXCLUDED

Estimate excludes soft costs such as design fees, permits, testing / inspections, construction change order contingencies, loose fixtures / furnishings and sales tax.

### City of Lakewood City Hall Tenant Improvement - Low Impact Concept Estimate



Project Owner: City of Lakewood

**Lakewood City Hall Tenant Improvement** 

Architect: Project Duration:

Mackenzie See Detailed Est.

Project Location:

Lakewood, WA

Building GSF:

40,200

Project Start Date:

Project Name:

Q4 2024

Site GSF:

Estimate Date:

January 8, 2023

	ESTIMATE SUMMARY		Unit of	Unit	Total Estimated
No.	Description	Quantity	Measure	Cost	Cost
A10	Foundations	40,200	BGSF	\$0.17	\$7,000
A20	Basement Construction	40,200	BGSF	\$0.00	\$0
B10	Superstructure	40,200	BGSF	\$0.00	\$0
B20	Exterior Enclosure	40,200	BGSF	\$0.22	\$9,000
B30	Roofing	40,200	BGSF	\$0.00	\$0
C10	Interior Construction	40,200	BGSF	\$21.19	\$852,010
C20	Stairs	40,200	BGSF	\$0.00	\$0
C30	Interior Finishes	40,200	BGSF	\$28.10	\$1,129,607
D10	Conveying Systems	40,200	BGSF	\$0.75	\$30,000
D20	Plumbing	40,200	BGSF	\$7.05	\$283,410
D30	HVAC	40,200	BGSF	\$12.27	\$493,254
D40	Fire Protection	40,200	BGSF	\$3.00	\$120,600
D50	Electrical	40,200	BGSF	\$17.73	\$712,550
E10	Equipment	40,200	BGSF	\$0.43	\$17,300
E20	Casework & Furnishings	40,200	BGSF	\$4.22	\$169,550
F10	Special Construction	40,200	BGSF	\$0.00	\$0
F20	Selective Demolition	40,200	BGSF	\$8.67	\$348,625
	Building Construction Subtotal				\$4,172,906
	Premium for Swing Shift & Phasing (assumes majority of work will be off I	nours)		20.00%	\$834,581
	Subtotal				\$5,007,487
	Design / Estimating Contingency			20.00%	\$1,001,497
	Subtotal				\$6,008,985
	Contractor Mark Up (Overhead, Profit, Insurance, Bond, B&O Tax)			12.50%	\$751,123
	Subtotal				\$6,760,108
	Escalation to Mid-Point (See Summary)				\$0
	BUILDING GRAND TOTAL	40,200	BGSF	\$168.16	\$6,760,108

Estimate excludes soft costs such as design fees, permits, testing / inspections, construction change order contingencies, loose fixtures / furnishings and sales tax.

# City of Lakewood City Hall Tenant Improvement - Low Impact Concept Estimate



	DETAILED ESTIMATE		Unit of		Unit	Total Estimated
No.	Description	Quantity	Measure		Cost	Cost
A10	FOUNDATIONS					
	Slab-on-Grade					
	Slab on Grade (Removal and Replacement @ Relocated Garage Plumbing Fixtures) - Allowance	175	sf	\$	40.00	\$7,000
	SUBTOTAL FOUNDATIONS	40,200	BGSF		\$0.17	\$7,000
A20	BASEMENT CONSTRUCTION					
	Basement Construction					
	SUBTOTAL BASEMENT CONSTRUCTION	40,200	BGSF		\$0.00	\$0
B10	SUPERSTRUCTURE					
<b>D</b> 10	Superstructure	l	ı .	Π		
	Ouperstructure					
	SUBTOTAL SUPERSTRUCTURE	40,200	BGSF		\$0.00	\$0
	SOBIOTAL SOI ENOTINO	40,200	D001		ψ0.00	40
B20	EXTERIOR ENCLOSURE					
	Exterior Doors					
	Hardware Adjustments on Existing Doors to Remain	18	ea	\$	500.00	\$9,000
					***	40.000
	SUBTOTAL EXTERIOR ENCLOSURE	40,200	BGSF		\$0.22	\$9,000
B30	ROOFING			<u> </u>		
	Roof Coverings					
	SUBTOTAL ROOFING	40,200	BGSF		\$0.00	\$0
C10	INTERIOR CONSTRUCTION					
	Partitions					
	GWB Partition (GWB - Finish 2 Sides, metal studs 6", sound batts)	15,100	sf	\$	18.00	\$271,800
	Premium for STC & Fire Rated Partitions & Assemblies	5%	on	\$	271,800	\$13,590
	Miscellaneous Interior Patching, Carpentry, Caulking and Joint Sealants - Allowance	40,200	gsf	\$	2.50	\$100,500
	Interior Doors, Frames, Hardware					
	SCW Dr, HM Frame, Hardware, Complete - per leaf	47	ea	\$	3,600.00	\$169,200
	Premium for Electronic Hardware (readers included w/ electrical)	20	ea	\$	600.00	\$12,000
	Adjustments of Existing Doors to Remain	69	ea	\$	250.00	\$17,250
	Interior Glazing					
	Bullet Resistant Transaction Windows (4 each @ Front Counter and 1 @ Courts Reception	5	ea	\$	15,000.00	\$75,000
	Interior Glazing Allowance (% Allowance of GWB Assemblies)	10%	on	\$	271,800	\$27,180

# City of Lakewood City Hall Tenant Improvement - Low Impact Concept Estimate



	DETAILED ESTIMATE		Unit of	Unit	Total Estimated
No.	Description	Quantity	Measure	Cost	Cost
	Fittings / Specialties				
102800	Toilet Accessories				
	Multi-user Restrooms (includes toilet partitions)	6	ea	\$ 10,000.00	\$60,000
	Uni-Sex / ADA Toilet Rooms	8	ea	\$ 3,500.00	\$28,000
	Janitorial Accessories	1	ea	\$ 1,000.00	\$1,000
	Visual Display				
	Whiteboards (Magnetic, Glass, Frameless) - 4'x8'	8	ea	\$ 1,280.00	\$10,240
	Whiteboards (Magnetic, Glass, Frameless) - 4'x4'	25	ea	\$ 640.00	\$16,000
	Signage	40,200	gsf	\$ 0.75	\$30,150
	Misc. Specialties Allowance (FECs, Corner Guards, etc)	40,200	gsf	\$ 0.50	\$20,100
	SUBTOTAL INTERIOR CONSTRUCTION	40,200	BGSF	\$21.19	\$852,010
C20	STAIRS				
<u> </u>	Stair Construction	1			
	SUBTOTAL STAIRS	40,200	BGSF	\$0.00	\$0
C30	INTERIOR FINISHES	<u> </u>	<u> </u>		
	Wall Finishes	40.000		<b>^</b> 500	****
	Paint to Walls, Doors, Frames and Misc.	40,200	gsf	\$ 5.00	\$201,000
	Wall Tile, Restrooms - Full Height (Wet Walls Only)	4,250	sf	\$ 35.00 \$ 40.00	\$148,750
	Wall Tile, Breakroom - Backsplash to Underside of Cabinets	120	sf	*	\$4,800
	FRP, Janitors Closets - Existing to Remain	40.000		\$ -	\$(
	TBD Finish Carpentry & Acoustical Treatments - Allow	40,200	gsf	\$ 2.50	\$100,500
	Bases  Rubber Base	6.450	ıe	\$ 3.00	¢10.47.
	Tile Base	6,158 827	lf If	\$ 28.00	\$18,474 \$23,150
	Solid Wood Base	1,228	lf	\$ 20.00	\$23,130
	Floor Finishes	1,220	"	φ 20.00	φ24,300
	Carpet Tile (Meeting Areas, Offices, Open Office, Corridors)	21,709	sf	\$ 6.00	\$130,254
	Upgraded Carpet Tile (Floor 2 Elevator Lobby, City Council,	5,999	sf	\$ 8.00	\$47,99
	Courtrooms)  Porcelain Tile, Large Format (Lobby, Reception)	2,811	sf	\$ 30.00	\$84,33
	Porcelain Tile, Large Format (Restrooms)	2,150	sf	\$ 36.00	\$77,40
	Resilient (Break, Work/Copy, IT)	2,023	sf	\$ 11.00	\$22,25
	VCT (Storage)	2,484	sf	\$ 9.50	\$23,59
	Entry Grills (Full Entry Vestibules)	644	sf	\$ 55.00	\$35,42
		37,820		\$ 1.00	\$37,82
	Floor Prep & Protection	31,020	sf	ψ 1.00	φ31,02
	Ceiling Finishes  New ACT Ceiling (2x4) - Standard (Matches Area of New Light Fixtures)	10,600	sf	\$ 9.50	\$100,70
	Misc. Patching of ACT to Remain	1	ls	\$ 22,800.00	\$22,80
	Premium Ceilings in Lobbies, Council Chambers, Courts (Existing to		-	\$ -	\$(

Concept Estimate

## City of Lakewood City Hall Tenant Improvement - Low Impact Concept Estimate



	DETAILED ESTIMATE		Unit of	Unit	Total Estimated
No.	Description	Quantity	Measure	Cost	Cost
	GWB Ceiling, Painted (Restrooms)	2,150	sf	\$ 12.0	0 \$25,800
	, , ,	,		,	, 1,111
	SUBTOTAL INTERIOR FINISHES	40,200	BGSF	\$28.1	0 \$1,129,607
		10,200	1 200.	<b>V-0</b>	¥ 1,120,001
D10	CONVEYING SYSTEMS				
	Elevators & Lifts	1	1	l	
	New Cab Finishes	2	ea	\$ 15,000.0	0 \$30,000
					. ,
	SUBTOTAL CONVEYING SYSTEMS	40,200	BGSF	\$0.7	5 \$30,000
		.,		•	, , , , , ,
D20	PLUMBING	l			
	Plumbing		l	Ī	
	Plumbing Upgrades (New Restrooms, Breakroom & Wellness				
	Fixtures w/ carriers and misc. piping	40,200	gsf	\$ 7.0	5 \$283,410
	Condensate drain piping from air handlers and mini split				inc above
	Hot Water Equipment (Existing to Remain)			\$ -	\$0
	SUBTOTAL PLUMBING	40,200	BGSF	\$7.0	5 \$283,410
D30	HVAC				
	HVAC				
	HVAC Upgrades (16 new VAV boxes, 3 new FCUs w/ ductwork & hydronic revisions, TAB, Cx)	40,200	sf	\$ 12.2	7 \$493,254
	Dedicated cooling unit for Server Room				inc above
	Existing DDC modified for new layout				inc above
	SUBTOTAL HVAC	40,200	BGSF	\$12.2	7 \$493,254
D40	FIRE PROTECTION				
	Fire Protection				
	Adjust Existing Sprinkler System for New Layout	40,200	gsf	\$ 3.0	0 \$120,600
	SUBTOTAL FIRE PROTECTION	40,200	BGSF	\$3.0	0 \$120,600
D50	ELECTRICAL				
	Electrical				
	Electrical Service & Backup Generator - Existing to Remain			\$ -	\$0
	Additional Branch Panelboards - Allowance	40,200	gsf	\$ 0.2	5 \$10,050
	Electrical System Adjustments for Layout Change Areas (controlled receptacles, low voltage, fire alarm, etc)	9,100	gsf	\$ 35.0	0 \$318,500
	New LED Light Fixtures	10,600	gsf	\$ 20.0	0 \$212,000
	Replace Existing Fluorescent Troffers w/ LED	5,200	gsf	\$ 10.0	0 \$52,000
	Card Readers (includes rough in to new locations)	20	ea	\$ 6,000.0	0 \$120,000
	Security / CCTV - Existing to Remain (EXCLUDED)			\$ -	\$0

# City of Lakewood City Hall Tenant Improvement - Low Impact Concept Estimate



	DETAILED ESTIMATE		Unit of		Unit	Total Estimated
No.	Description	Quantity	Measure		Cost	Cost
	City Council and Court Rooms AV - Existing to Remain (EXCLUDED)			\$	-	\$0
	SUBTOTAL ELECTRICAL	40,200	BGSF		\$17.73	\$712.550
	SOBIOTAL ELECTRICAL	40,200	ВОЗГ		\$17.73	\$712,550
E10	EQUIPMENT					
	Commercial Equipment					
	Video Conference Equipment, CFCI	1	ls	\$	4,000.00	\$4,000
	Residential Equipment					
	Refrigerators	2	ea	\$	2,300.00	\$4,600
	Under Counter Refrigerator	1	ea	\$	1,730.00	\$1,730
	Microwave	3	ea	\$	410.00	\$1,230
	Dishwasher	1	ea	\$	1,880.00	\$1,880
	Range	1	ea	\$	1,480.00	\$1,480
	Vent Hood	1	ea	\$	800.00	\$800
	Water Cooler	2	ea	\$	400.00	\$800
	Toaster	1	ea	\$	50.00	\$50
	Toaster Oven	1	ea	\$	230.00	\$230
	Garbage Disposal	1	ea	\$	500.00	\$500
	SUBTOTAL EQUIPMENT	40,200	BGSF		\$0.43	\$17,300
1						
E20	CASEWORK & FURNISHINGS					
E20	CASEWORK & FURNISHINGS Fixed Casework					
E20				\$	-	\$0
E20	Fixed Casework			\$	-	\$0
E20	Fixed Casework  Courtrooms and City Council - Existing to Remain	30	If	\$	- 600.00	\$18,000
E20	Fixed Casework  Courtrooms and City Council - Existing to Remain  Breakroom	30	lf If			
E20	Fixed Casework  Courtrooms and City Council - Existing to Remain  Breakroom  Base Cabinet w/ Quart CT			\$	600.00	\$18,000
E20	Fixed Casework  Courtrooms and City Council - Existing to Remain  Breakroom  Base Cabinet w/ Quart CT  Island Cabinet w/ Quartz CT	10	lf	\$	600.00	\$18,000 \$12,000
E20	Fixed Casework  Courtrooms and City Council - Existing to Remain  Breakroom  Base Cabinet w/ Quart CT  Island Cabinet w/ Quartz CT  Upper Cabinet	10	lf	\$	600.00	\$18,000 \$12,000
E20	Fixed Casework  Courtrooms and City Council - Existing to Remain  Breakroom  Base Cabinet w/ Quart CT  Island Cabinet w/ Quartz CT  Upper Cabinet  Wellness	10 30	If If	\$	600.00 1,200.00 285.00	\$18,000 \$12,000 \$8,550
E20	Fixed Casework  Courtrooms and City Council - Existing to Remain  Breakroom  Base Cabinet w/ Quart CT  Island Cabinet w/ Quartz CT  Upper Cabinet  Wellness  Base Cabinet w/ Quart CT	10 30	If If	\$	600.00 1,200.00 285.00	\$18,000 \$12,000 \$8,550
E20	Fixed Casework  Courtrooms and City Council - Existing to Remain  Breakroom  Base Cabinet w/ Quart CT  Island Cabinet w/ Quartz CT  Upper Cabinet  Wellness  Base Cabinet w/ Quart CT  Council Cater / Food Prep	10 30 9	If If	\$ \$	600.00 1,200.00 285.00 600.00	\$18,000 \$12,000 \$8,550 \$5,400
E20	Fixed Casework  Courtrooms and City Council - Existing to Remain  Breakroom  Base Cabinet w/ Quart CT  Island Cabinet w/ Quartz CT  Upper Cabinet  Wellness  Base Cabinet w/ Quart CT  Council Cater / Food Prep  Base Cabinet w/ Quartz CT	10 30 9	If If	\$ \$	600.00 1,200.00 285.00 600.00	\$18,000 \$12,000 \$8,550 \$5,400 \$9,000
E20	Fixed Casework  Courtrooms and City Council - Existing to Remain  Breakroom  Base Cabinet w/ Quart CT  Island Cabinet w/ Quartz CT  Upper Cabinet  Wellness  Base Cabinet w/ Quart CT  Council Cater / Food Prep  Base Cabinet w/ Quartz CT  Restrooms	10 30 9	If If If	\$ \$	600.00 1,200.00 285.00 600.00	\$18,000 \$12,000 \$8,550 \$5,400 \$9,000
E20	Fixed Casework  Courtrooms and City Council - Existing to Remain  Breakroom  Base Cabinet w/ Quart CT  Island Cabinet w/ Quartz CT  Upper Cabinet  Wellness  Base Cabinet w/ Quart CT  Council Cater / Food Prep  Base Cabinet w/ Quartz CT  Restrooms  Quartz Counters	10 30 9	If If If	\$ \$	600.00 1,200.00 285.00 600.00	\$18,000 \$12,000 \$8,550 \$5,400 \$9,000 \$11,550
E20	Fixed Casework  Courtrooms and City Council - Existing to Remain  Breakroom  Base Cabinet w/ Quart CT  Island Cabinet w/ Quartz CT  Upper Cabinet  Wellness  Base Cabinet w/ Quart CT  Council Cater / Food Prep  Base Cabinet w/ Quartz CT  Restrooms  Quartz Counters  Lobbies / Reception	10 30 9 15 66	If If If	\$ \$	600.00 1,200.00 285.00 600.00 175.00	\$18,000 \$12,000 \$8,550 \$5,400 \$9,000 \$11,550
E20	Fixed Casework  Courtrooms and City Council - Existing to Remain  Breakroom  Base Cabinet w/ Quart CT  Island Cabinet w/ Quartz CT  Upper Cabinet  Wellness  Base Cabinet w/ Quart CT  Council Cater / Food Prep  Base Cabinet w/ Quartz CT  Restrooms  Quartz Counters  Lobbies / Reception  Front Counter	10 30 9 15 66	If If If If	\$ \$ \$ \$	600.00 1,200.00 285.00 600.00 175.00	\$18,000 \$12,000 \$8,550 \$5,400

Concept Estimate

## City of Lakewood City Hall Tenant Improvement - Low Impact Concept Estimate



	DETAILED ESTIMATE		Unit of		Unit	Total Estimated
No.	Description	Quantity	Measure		Cost	Cost
	Window Treatments					
	Allowance (Electric Shades at Council Chambers, Manual Shades at all other windows and Conference Room Int. Glazing)	40,200	gsf	\$	1.50	\$60,300
	SUBTOTAL FURNISHINGS	40,200	BGSF		\$4.22	\$169,550
F10	SPECIAL CONSTRUCTION					
	Special Construction					
	SUBTOTAL SPECIAL CONSTRUCTION	40,200	BGSF		\$0.00	\$0
F20	SELECTIVE BUILDING DEMOLITION			_		
FZU	Building Interior Demolition	<u> </u>		Π		
	Selective Demo of Interior Construction & Finishes	40,200	sf	\$	5.00	\$201,000
	MEP Demo	40,200	sf	\$	1.50	\$60,300
	Temporary Partitions / Dust Control	1,000	sf	\$	10.00	\$10,000
	Phasing	8	ea	\$	1,500.00	\$12,000
	Supervision, Hauling & Dump Fees	25%	on	Ť	\$261,300	\$65,325
	Hazardous Components Abatement					
	EXCLUDED			\$	-	\$0
	SUBTOTAL SELECTIVE BUILDING DEMOLITION	40,200	BGSF		\$8.67	\$348,625
	OSSIGNAL GELEGINE SCIEDING SEINGENION	40,200	200.		ψο.σ.	<b>\$0.10,020</b>
Z10	GENERAL REQUIREMENTS					
	General Conditions					
	See Summary					
	SUBTOTAL GENERAL REQUIREMENTS	40,200	BGSF		\$0.00	\$0
	SOUTH SERVINE REGUINEMENTS	70,200	5001		Ψ0.00	φ0

# City of Lakewood City Hall Tenant Improvement - Med. Impact Concept Estimate



Project Owner:City of LakewoodArchitect:MackenzieProject Name:Lakewood City Hall Tenant ImprovementProject Duration:9 MOProject Location:Lakewood, WABuilding GSF:40,200Project Start Date:Q4 2024Site GSF:1

Estimate Date: January 8, 2023

	ESTIMATE SUMMARY		Unit of	Unit	Total Estimated
No.	Description	Quantity	Measure	Cost	Cost
A10	Foundations	40,200	BGSF	\$0.17	\$7,000
A20	Basement Construction	40,200	BGSF	\$0.00	\$0
B10	Superstructure	40,200	BGSF	\$0.00	\$0
B20	Exterior Enclosure	40,200	BGSF	\$0.22	\$9,000
B30	Roofing	40,200	BGSF	\$0.00	\$0
C10	Interior Construction	40,200	BGSF	\$22.23	\$893,813
C20	Stairs	40,200	BGSF	\$0.00	\$0
C30	Interior Finishes	40,200	BGSF	\$29.14	\$1,171,600
D10	Conveying Systems	40,200	BGSF	\$0.75	\$30,000
D20	Plumbing	40,200	BGSF	\$6.65	\$267,330
D30	HVAC	40,200	BGSF	\$14.32	\$575,664
D40	Fire Protection	40,200	BGSF	\$3.50	\$140,700
D50	Electrical	40,200	BGSF	\$20.64	\$829,560
E10	Equipment	40,200	BGSF	\$0.43	\$17,300
E20	Casework & Furnishings	40,200	BGSF	\$4.18	\$168,150
F10	Special Construction	40,200	BGSF	\$0.00	\$0
F20	Selective Demolition	40,200	BGSF	\$10.55	\$424,000
	Building Construction Subtotal				\$4,534,117
	Premium for Swing Shift & Phasing (assumes majority of work will be off I	nours)		20.00%	\$906,823
	Subtotal				\$5,440,940
	Design / Estimating Contingency			20.00%	\$1,088,188
	Subtotal				\$6,529,128
	Contractor Mark Up (Overhead, Profit, Insurance, Bond, B&O Tax)			12.50%	\$816,141
	Subtotal				\$7,345,270
	Escalation to Mid-Point (See Summary)				\$0
	BUILDING GRAND TOTAL	40,200	BGSF	\$182.72	\$7,345,270

Estimate excludes soft costs such as design fees, permits, testing / inspections, construction change order contingencies, loose fixtures / furnishings and sales tax.

# City of Lakewood City Hall Tenant Improvement - Med. Impact Concept Estimate



	DETAILED ESTIMATE		Unit of		Unit	Total Estimated
No.	Description	Quantity	Measure		Cost	Cost
A10	FOUNDATIONS	Quartity	Mododio	<u> </u>	0001	0001
Aiv	Slab-on-Grade	Ι	ı	Г		
	Slab on Grade (Removal and Replacement @ Relocated Garage		_			
	Plumbing Fixtures) - Allowance	175	sf	\$	40.00	\$7,000
	SUBTOTAL FOUNDATIONS	40,200	BGSF		\$0.17	\$7,000
A20	BASEMENT CONSTRUCTION	ı				
	Basement Construction					
	SUBTOTAL BASEMENT CONSTRUCTION	40,200	BGSF		\$0.00	\$0
B10	SUPERSTRUCTURE	1				
	Superstructure					
	SUBTOTAL SUPERSTRUCTURE	40,200	BGSF		\$0.00	\$0
B20	EXTERIOR ENCLOSURE	T	1			
	Exterior Doors					
	Hardware Adjustments on Existing Doors to Remain	18	ea	\$	500.00	\$9,000
	SUBTOTAL EXTERIOR ENCLOSURE	40,200	BGSF		\$0.22	\$9,000
B30	ROOFING	1		_		
	Roof Coverings					
	SUBTOTAL ROOFING	40,200	BGSF		\$0.00	\$0
C10	INTERIOR CONSTRUCTION			<u> </u>		
CIU	Partitions	l				
	GWB Partition (GWB - Finish 2 Sides, metal studs 6", sound batts)	16,990	sf	\$	18.00	\$305,820
	Premium for STC & Fire Rated Partitions & Assemblies	10,990		\$	305.820	\$15,291
	Miscellaneous Interior Patching, Carpentry, Caulking and Joint		on		,-	
	Sealants - Allowance	40,200	gsf	\$	2.50	\$100,500
	Interior Doors, Frames, Hardware					
	SCW Dr, HM Frame, Hardware, Complete - per leaf	51	ea	\$	3,600.00	\$183,600
	Premium for Electronic Hardware (readers included w/ electrical)	20	ea	\$	600.00	\$12,000
	Adjustments of Existing Doors to Remain	69	ea	\$	250.00	\$17,250
	Interior Glazing					
	Bullet Resistant Transaction Windows (4 each @ Front Counter and 1 @ Courts Reception	5	ea	\$	15,000.00	\$75,000
	Interior Glazing Allowance (% Allowance of GWB Assemblies)	10%	on	\$	305,820	\$30,582

# City of Lakewood City Hall Tenant Improvement - Med. Impact Concept Estimate



	DETAILED ESTIMATE		Unit of	Unit	Total Estimated
No.	Description	Quantity	Measure	Cost	Cost
	Fittings / Specialties				
102800	Toilet Accessories				
	Multi-user Restrooms (includes toilet partitions)	4	ea	\$ 10,000.00	\$40,000
	Uni-Sex / ADA Toilet Rooms	10	ea	\$ 3,500.00	\$35,000
	Janitorial Accessories	1	ea	\$ 1,000.00	\$1,000
	Visual Display				
	Whiteboards (Magnetic, Glass, Frameless) - 4'x8'	9	ea	\$ 1,280.00	\$11,520
	Whiteboards (Magnetic, Glass, Frameless) - 4'x4'	25	ea	\$ 640.00	\$16,000
	Signage	40,200	gsf	\$ 0.75	\$30,150
	Misc. Specialties Allowance (FECs, Corner Guards, etc)	40,200	gsf	\$ 0.50	\$20,100
	SUBTOTAL INTERIOR CONSTRUCTION	40,200	BGSF	\$22.23	\$893,813
C20	STAIRS				
	Stair Construction				
	SUBTOTAL STAIRS	40,200	BGSF	\$0.00	\$0
C30	INTERIOR FINISHES				
	Wall Finishes				
	Paint to Walls, Doors, Frames and Misc.	40,200	gsf	\$ 5.00	\$201,000
	Wall Tile, Restrooms - Full Height (Wet Walls Only)	3,920	sf	\$ 35.00	\$137,200
	Wall Tile, Breakroom - Backsplash to Underside of Cabinets	120	sf	\$ 40.00	\$4,800
	FRP, Janitors Closets - Existing to Remain			\$ -	\$0
	TBD Finish Carpentry & Acoustical Treatments - Allow	40,200	gsf	\$ 2.50	\$100,500
	Floor & Base Finishes				
	All New Flooring & Wall Base - Allowance based on previous breakdown	40,200	sf	\$ 13.50	\$542,700
	Ceiling Finishes				
	New ACT Ceiling (2x4) - Standard (Matches Area of New Light Fixtures)	14,400	sf	\$ 9.50	\$136,800
	Misc. Patching of ACT to Remain	1	ls	\$ 22,800.00	\$22,800
	Premium Ceilings in Lobbies, Council Chambers, Courts (Existing to I	Remain)		\$ -	\$0
	GWB Ceiling, Painted (Restrooms)	2,150	sf	\$ 12.00	\$25,800
	SUBTOTAL INTERIOR FINISHES	40,200	BGSF	\$29.14	\$1,171,600
D10	CONVEYING SYSTEMS				
	Elevators & Lifts				
	New Cab Finishes	2	ea	\$ 15,000.00	\$30,000
	SUBTOTAL CONVEYING SYSTEMS	40,200	BGSF	\$0.75	\$30,000

Concept Estimate

# City of Lakewood City Hall Tenant Improvement - Med. Impact Concept Estimate



				_				
	DETAILED ESTIMATE		Unit of		Unit	Total Estimated		
No.	Description	Quantity	Measure		Cost	Cost		
D20	PLUMBING		_					
	Plumbing							
	Plumbing Upgrades (New Restrooms, Breakroom & Wellness Fixtures w/ carriers and misc. piping	40,200	gsf	\$	6.65	\$267,330		
	Condensate drain piping from air handlers and mini split					inc above		
	Hot Water Equipment (Existing to Remain)			\$	-	\$0		
	SUBTOTAL PLUMBING	40,200	BGSF		\$6.65	\$267,330		
D30	HVAC							
	HVAC							
	HVAC Upgrades (22 new VAV boxes, 3 new FCUs w/ ductwork & hydronic revisions, TAB, Cx)	40,200	sf	\$	14.32	\$575,664		
	Dedicated cooling unit for Server Room					inc above		
	Existing DDC modified for new layout					inc above		
	SUBTOTAL HVAC	40,200	BGSF		\$14.32	\$575,664		
D40	FIRE PROTECTION							
	Fire Protection							
	Adjust Existing Sprinkler System for New Layout	40,200	gsf	\$	3.50	\$140,700		
	SUBTOTAL FIRE PROTECTION	40,200	BGSF		\$3.50	\$140,700		
D50	ELECTRICAL							
	Electrical							
	Electrical Service & Backup Generator - Existing to Remain			\$	-	\$0		
	Additional Branch Panelboards - Allowance	40,200	gsf	\$	0.30	\$12,060		
	Electrical System Adjustments for Layout Change Areas (controlled receptacles, low voltage, fire alarm, etc)	10,500	gsf	\$	35.00	\$367,500		
	New LED Light Fixtures	14,400	gsf	\$	20.00	\$288,000		
	Replace Existing Fluorescent Troffers w/ LED	4,200	gsf	\$	10.00	\$42,000		
	Card Readers (includes rough in to new locations)	20	ea	\$	6,000.00	\$120,000		
	City Council and Court Rooms AV - Existing to Remain / OFOI			\$	-	\$0		
	SUBTOTAL ELECTRICAL	40,200	BGSF		\$20.64	\$829,560		
E10	EQUIPMENT							
	Commercial Equipment							
	Video Conference Equipment, CFCI	1	ls	\$	4,000.00	\$4,000		
	Residential Equipment							
	Refrigerators	2	ea	\$	2,300.00	\$4,600		
	Under Counter Refrigerator	1	ea	\$	1,730.00	\$1,730		
	Microwave	3	ea	\$	410.00	\$1,230		
	Dishwasher	1	ea	\$	1,880.00	\$1,880		

# City of Lakewood City Hall Tenant Improvement - Med. Impact Concept Estimate



	DETAILED ESTIMATE		Unit of		Unit	Total Estimated	
No.	Description	Quantity	Measure		Cost	Cost	
	Range	1	ea	\$	1,480.00	\$1,480	
	Vent Hood	1	ea	\$	800.00	\$800	
	Water Cooler	2	ea	\$	400.00	\$800	
	Toaster	1	ea	\$	50.00	\$50	
	Toaster Oven	1	ea	\$	230.00	\$230	
	Garbage Disposal	1	ea	\$	500.00	\$500	
	SUBTOTAL EQUIPMENT	40,200	BGSF		\$0.43	\$17,300	
E20	CASEWORK & FURNISHINGS						
	Fixed Casework						
	Courtrooms and City Council - Existing to Remain			\$	-	\$0	
	Breakroom						
	Base Cabinet w/ Quart CT	30	lf	\$	600.00	\$18,000	
	Island Cabinet w/ Quartz CT	10	lf	\$	1,200.00	\$12,000	
	Upper Cabinet	30	lf	\$	285.00	\$8,550	
	Wellness						
	Base Cabinet w/ Quart CT	9	lf	\$	600.00	\$5,400	
	Council Cater / Food Prep						
	Base Cabinet w/ Quartz CT	15	lf	\$	600.00	\$9,000	
	Restrooms						
	Quartz Counters	58	lf	\$	175.00	\$10,150	
	Lobbies / Reception						
	Front Counter	34	lf	\$	350.00	\$11,900	
	Court Reception Counter	9	lf	\$	250.00	\$2,250	
	Display Cases	3	ea	\$	3,500.00	\$10,500	
	Misc. TBD Allowance	40,200	gsf	\$	0.50	\$20,100	
	Window Treatments						
	Allowance (Electric Shades at Council Chambers, Manual Shades at all other windows and Conference Room Int. Glazing)	40,200	gsf	\$	1.50	\$60,300	
	SUBTOTAL FURNISHINGS	40.000	DOOF		£4.40	¢400.450	
	SUBTUTAL FURNISHINGS	40,200	BGSF		\$4.18	\$168,150	
F10	SPECIAL CONSTRUCTION						
	Special Construction						
	SUBTOTAL SPECIAL CONSTRUCTION	40,200	BGSF		\$0.00	\$0	
F20	SELECTIVE BUILDING DEMOLITION						
	Building Interior Demolition						
	Selective Demo of Interior Construction & Finishes	40,200	sf	\$	6.00	\$241,200	
	MEP Demo	40,200	sf	\$	2.00	\$80,400	
	Temporary Partitions / Dust Control	1,000	sf	\$	10.00	\$10,000	
	Phasing	8	ea	\$	1,500.00	\$12,000	
	Phasing	8	ea	\$	1,500.00	\$1	

Concept Estimate

# City of Lakewood City Hall Tenant Improvement - Med. Impact Concept Estimate



	DETAILED ESTIMATE		Unit of	Unit	Total Estimated		
No.	Description	Quantity	Measure	Cost	Cost		
	Supervision, Hauling & Dump Fees	25%	on	\$321,600	\$80,400		
	Hazardous Components Abatement						
	EXCLUDED			\$ -	\$0		
	SUBTOTAL SELECTIVE BUILDING DEMOLITION	40,200	BGSF	\$10.55	\$424,000		
Z10	GENERAL REQUIREMENTS						
	General Conditions						
	See Summary						
	SUBTOTAL GENERAL REQUIREMENTS	40,200	BGSF	\$0.00	\$0		

### City of Lakewood City Hall Tenant Improvement - High Impact Concept Estimate



Project Owner:City of LakewoodArchitect:MackenzieProject Name:Lakewood City Hall Tenant ImprovementProject Duration:10 MOProject Location:Lakewood, WABuilding GSF:40,200Project Start Date:Q4 2024Site GSF:1

Estimate Date: January 8, 2023

	ESTIMATE SUMMARY		Unit of	Unit	Total Estimated
No.	Description	Quantity	Measure	Cost	Cost
A10	Foundations	40,200	BGSF	\$0.17	\$7,000
A20	Basement Construction	40,200	BGSF	\$0.00	\$0
B10	Superstructure	40,200	BGSF	\$0.00	\$0
B20	Exterior Enclosure	40,200	BGSF	\$0.22	\$9,000
B30	Roofing	40,200	BGSF	\$0.00	\$0
C10	Interior Construction	40,200	BGSF	\$24.79	\$996,475
C20	Stairs	40,200	BGSF	\$0.25	\$10,000
C30	Interior Finishes	40,200	BGSF	\$41.19	\$1,655,870
D10	Conveying Systems	40,200	BGSF	\$0.75	\$30,000
D20	Plumbing	40,200	BGSF	\$6.25	\$251,250
D30	HVAC	40,200	BGSF	\$16.62	\$668,124
D40	Fire Protection	40,200	BGSF	\$4.50	\$180,900
D50	Electrical	40,200	BGSF	\$34.25	\$1,376,770
E10	Equipment	40,200	BGSF	\$0.43	\$17,300
E20	Casework & Furnishings	40,200	BGSF	\$4.15	\$166,750
F10	Special Construction	40,200	BGSF	\$0.00	\$0
F20	Selective Demolition	40,200	BGSF	\$12.42	\$499,375
	Building Construction Subtotal				\$5,868,814
	Premium for Swing Shift & Phasing (assumes majority of work will be off	hours)		20.00%	\$1,173,763
	Subtotal		\$7,042,577		
	Design / Estimating Contingency	20.00%	\$1,408,515		
	Subtotal				\$8,451,092
	Contractor Mark Up (Overhead, Profit, Insurance, Bond, B&O Tax)	12.50%	\$1,056,387		
	Subtotal		\$9,507,479		
	Escalation to Mid-Point (See Summary)		\$0		
	BUILDING GRAND TOTAL	40,200	BGSF	\$236.50	\$9,507,479

Estimate excludes soft costs such as design fees, permits, testing / inspections, construction change order contingencies, loose fixtures / furnishings and sales tax.

## City of Lakewood City Hall Tenant Improvement - High Impact Concept Estimate



	DETAILED ESTIMATE		Unit of	Π	Unit	Total Estimated	
No.	Description	Quantity	Measure		Cost	Cost	
A10	FOUNDATIONS	Quartity	Modedic	<u> </u>	0001	0001	
710	Slab-on-Grade	I		Г			
	Slab on Grade (Removal and Replacement @ Relocated Garage						
	Plumbing Fixtures) - Allowance	175	sf	\$	40.00	\$7,000	
	SUBTOTAL FOUNDATIONS	40,200	BGSF		\$0.17	\$7,000	
A20	BASEMENT CONSTRUCTION		_	•			
	Basement Construction						
	SUBTOTAL BASEMENT CONSTRUCTION	40,200	BGSF		\$0.00	\$0	
B10	SUPERSTRUCTURE		_	•			
	Superstructure						
	SUBTOTAL SUPERSTRUCTURE	40,200	BGSF		\$0.00	\$0	
B20	EXTERIOR ENCLOSURE	•					
	Exterior Doors						
	Hardware Adjustments on Existing Doors to Remain	18	ea	\$	500.00	\$9,000	
	SUBTOTAL EXTERIOR ENCLOSURE	40,200	BGSF		\$0.22	\$9,000	
B30	ROOFING						
	Roof Coverings						
	SUBTOTAL ROOFING	40,200	BGSF		\$0.00	\$0	
C10	INTERIOR CONSTRUCTION	T	1	ı		T	
	Partitions			L			
	GWB Partition (GWB - Finish 2 Sides, metal studs 6", sound batts)	20,350	sf	\$	18.00	\$366,300	
	Premium for STC & Fire Rated Partitions & Assemblies	5%	on	\$	366,300	\$18,315	
	Miscellaneous Interior Patching, Carpentry, Caulking and Joint Sealants - Allowance	40,200	gsf	\$	2.50	\$100,500	
	Interior Doors, Frames, Hardware						
	SCW Dr, HM Frame, Hardware, Complete - per leaf	60	ea	\$	3,600.00	\$216,000	
	Premium for Electronic Hardware (readers included w/ electrical)	20	ea	\$	600.00	\$12,000	
	Adjustments of Existing Doors to Remain	64	ea	\$	250.00	\$16,000	
	Interior Glazing						
	Bullet Resistant Transaction Windows (4 each @ Front Counter and 1 @ Courts Reception	5	ea	\$	15,000.00	\$75,000	
	Interior Glazing Allowance (% Allowance of GWB Assemblies)	10%	on	\$	366,300	\$36,630	

### City of Lakewood City Hall Tenant Improvement - High Impact Concept Estimate



	DETAILED ESTIMATE		Unit of	Unit	Total Estimated
No.	Description	Quantity	Measure	Cost	Cost
	Fittings / Specialties				
102800	Toilet Accessories				
	Multi-user Restrooms (includes toilet partitions)	4	ea	\$ 10,000.00	\$40,000
	Uni-Sex / ADA Toilet Rooms	8	ea	\$ 3,500.00	\$28,000
	Janitorial Accessories	1	ea	\$ 1,000.00	\$1,000
	Visual Display				. ,
	Whiteboards (Magnetic, Glass, Frameless) - 4'x8'	14	ea	\$ 1,280.00	\$17,920
	Whiteboards (Magnetic, Glass, Frameless) - 4'x4'	29	ea	\$ 640.00	\$18,560
	Signage	40,200	gsf	\$ 0.75	\$30,150
	Misc. Specialties Allowance (FECs, Corner Guards, etc)	40,200	gsf	\$ 0.50	\$20,100
			Ů		
	SUBTOTAL INTERIOR CONSTRUCTION	40,200	BGSF	\$24.79	\$996,475
C20	STAIRS	<u> </u>			
	Ramp Construction				
	New Ramp Shown at City Council	1	ls	\$ 10,000.00	\$10,000
	SUBTOTAL STAIRS	40,200	BGSF	\$0.25	\$10,000
C30	INTERIOR FINISHES				
	Wall Finishes				
	Paint to Walls, Doors, Frames and Misc.	40,200	gsf	\$ 5.00	\$201,000
	Wall Tile, Restrooms - Full Height (Wet Walls Only)	3,640	sf	\$ 35.00	\$127,400
	Wall Tile, Breakroom - Backsplash to Underside of Cabinets	120	sf	\$ 40.00	\$4,800
	FRP, Janitors Closets - Existing to Remain			\$ -	\$0
	TBD Finish Carpentry & Acoustical Treatments - Allow	40,200	gsf	\$ 2.50	\$100,500
	Floor & Base Finishes				
	All New Flooring & Wall Base - Allowance based on previous breakdown	40,200	sf	\$ 14.00	\$562,800
	Ceiling Finishes				
	New ACT Ceiling (2x4) - Standard	28,620	sf	\$ 9.50	\$271,890
	Premium Ceilings in Entry Vestibules, Lobbies, Council Chambers,	,	_	40.00	
	Courts	9,150	sf	\$ 40.00	\$366,000
	GWB Ceiling, Painted (Restrooms)	1,790	sf	\$ 12.00	\$21,480
	SUBTOTAL INTERIOR FINISHES	40,200	BGSF	\$41.19	\$1,655,870
D10	CONVEYING SYSTEMS	<u> </u>	ı		
	Elevators & Lifts				
	New Cab Finishes	2	ea	\$ 15,000.00	\$30,000
		40.00		**	***
	SUBTOTAL CONVEYING SYSTEMS	40,200	BGSF	\$0.75	\$30,000

Concept Estimate

## City of Lakewood City Hall Tenant Improvement - High Impact Concept Estimate



-		1	_		
	DETAILED ESTIMATE		Unit of	Unit	Total Estimated
No.	Description	Quantity	Measure	Cost	Cost
D20	PLUMBING				
	Plumbing				
	Plumbing Upgrades (New Restrooms, Breakroom & Wellness Fixtures w/ carriers and misc. piping	40,200	gsf	\$ 6.25	\$251,250
	Condensate drain piping from air handlers and mini split				inc above
	Hot Water Equipment (Existing to Remain)			\$ -	\$0
	SUBTOTAL PLUMBING	40,200	BGSF	\$6.25	\$251,250
D30	HVAC				
	HVAC				
	HVAC Upgrades (31 new VAV boxes, 3 new FCUs w/ ductwork & hydronic revisions, TAB, Cx)	40,200	sf	\$ 16.62	\$668,124
	Dedicated cooling unit for Server Room				inc above
	Existing DDC modified for new layout				inc above
	SUBTOTAL HVAC	40,200	BGSF	\$16.62	\$668,124
D40	FIRE PROTECTION				
	Fire Protection				
	Adjust Existing Sprinkler System for New Layout	40,200	gsf	\$ 4.50	\$180,900
	SUBTOTAL FIRE PROTECTION	40,200	BGSF	\$4.50	\$180,900
D50	ELECTRICAL				
	Electrical				
	Electrical Service & Backup Generator - Existing to Remain			\$ -	\$0
	Additional Branch Panelboards - Allowance	40,200	gsf	\$ 0.35	\$14,070
	Electrical System Adjustments for Layout Change Areas (controlled receptacles, low voltage, fire alarm, etc)	12,900	gsf	\$ 35.00	\$451,500
	New LED Light Fixtures	39,560	gsf	\$ 20.00	\$791,200
	Card Readers (includes rough in to new locations)	20	ea	\$ 6,000.00	\$120,000
	Security / CCTV - Existing to Remain (EXCLUDED)			\$ -	\$0
	City Council and Court Rooms AV - Existing to Remain (EXCLUDED)			\$ -	\$0
	SUBTOTAL ELECTRICAL	40,200	BGSF	\$34.25	\$1,376,770
E10	EQUIPMENT				
	Commercial Equipment				
	Video Conference Equipment, CFCI	1	ls	\$ 4,000.00	\$4,000
	Residential Equipment				
	Refrigerators	2	ea	\$ 2,300.00	\$4,600
	Under Counter Refrigerator	1	ea	\$ 1,730.00	\$1,730
	Microwave	3	ea	\$ 410.00	\$1,230
	Dishwasher	1		\$ 1,880.00	\$1,880

### City of Lakewood City Hall Tenant Improvement - High Impact Concept Estimate



	DETAILED ESTIMATE		Unit of		Unit	Total Estimated
No.	Description	Quantity	Measure		Cost	Cost
	Range	1	ea	\$	1,480.00	\$1,480
	Vent Hood	1	ea	\$	800.00	\$800
	Water Cooler	2	ea	\$	400.00	\$800
	Toaster	1	ea	\$	50.00	\$50
	Toaster Oven	1	ea	\$	230.00	\$230
	Garbage Disposal	1	ea	\$	500.00	\$500
	SUBTOTAL EQUIPMENT	40,200	BGSF		\$0.43	\$17,300
<b></b>	CASEWORK & FURNISHINGS					
E20	CASEWORK & FURNISHINGS	<u> </u>	l I			
	Fixed Casework			\$		\$0
	Courtrooms and City Council - Existing to Remain			Ф		Φ0
	Breakroom  Base Cabinet w/ Quart CT	30	lf	\$	600.00	\$18,000
	Island Cabinet w/ Quartz CT	10	lf	\$	1,200.00	\$10,000
	Upper Cabinet	30	lf	\$	285.00	\$8,550
	Wellness	30	- "	Ψ	203.00	φ0,330
	Base Cabinet w/ Quart CT	9	lf	\$	600.00	\$5,400
	Council Cater / Food Prep	3	- "	Ψ	000.00	Ψ0,+00
	Base Cabinet w/ Quartz CT	15	lf	\$	600.00	\$9,000
	Restrooms	10	- "	Ψ	000.00	ψ9,000
	Quartz Counters	50	lf	\$	175.00	\$8,750
	Lobbies / Reception	30	-"-	Ψ	173.00	ΨΟ,7 Ο
	Front Counter	34	lf	\$	350.00	\$11,900
	Court Reception Counter	9	lf	\$	250.00	\$2,250
	Display Cases	3	ea	\$	3,500.00	\$10,500
	Misc. TBD Allowance	40,200	gsf	\$	0.50	\$20,100
	Window Treatments	10,200	go.	Ψ	0.00	Ψ20,100
	Allowance (Electric Shades at Council Chambers, Manual Shades at all other windows and Conference Room Int. Glazing)	40,200	gsf	\$	1.50	\$60,300
	SUBTOTAL FURNISHINGS	40,200	BGSF		\$4.15	\$166,750
	SUBTOTAL FURNISHINGS	40,200	ВОЗГ		<b>Ф4.15</b>	\$100,750
F10	SPECIAL CONSTRUCTION					
	Special Construction					
	SUBTOTAL SPECIAL CONSTRUCTION	40,200	BGSF		\$0.00	\$0
F20	SELECTIVE BUILDING DEMOLITION			_		
	Building Interior Demolition					
	Selective Demo of Interior Construction & Finishes	40,200	sf	\$	7.00	\$281,400
	MEP Demo	40,200	sf	\$	2.50	\$100,500
	Temporary Partitions / Dust Control	1,000	sf	\$	10.00	\$10,000
	Phasing	8	ea	\$	1,500.00	\$12,000

Concept Estimate

## City of Lakewood City Hall Tenant Improvement - High Impact Concept Estimate



	DETAILED ESTIMATE		Unit of	Unit	Total Estimated
No.	Description	Quantity	Measure	Cost	Cost
	Supervision, Hauling & Dump Fees	25%	on	\$381,900	\$95,475
	Hazardous Components Abatement				
	EXCLUDED			\$ -	\$0
	SUBTOTAL SELECTIVE BUILDING DEMOLITION	40,200	BGSF	\$12.42	\$499,375
Z10	GENERAL REQUIREMENTS				
	General Conditions				
	See Summary				
	SUBTOTAL GENERAL REQUIREMENTS	40,200	BGSF	\$0.00	\$0

### **Construction Cost Summary**



Owner: City of Lakewood

Project: Lakewood City Hall Tenant Improvement

April 14, 2023

### **ESTIMATED COSTS SUMMARY - REVISED LOW IMPACT**

Iter	n Description	QTY	UOM	\$ / UOM	Cost
1	City Hall Renovation - Revised Low Impact	1	LS		\$649,179
2	General Conditions (Management, Support Services, Temperotection, Swing Shift Supervision Prem.)	. 3	МО	\$20,000	\$60,000
	Total Construction Cost (Today's	Dollars)			\$709,179
3	Escalation to Midpoint (Q2, 2024)	7.25%	on	\$709,179	\$51,415
	Total Construction Cost (Esca	lated)			\$760,594

### **ESTIMATED COSTS SUMMARY - DECREASED SQFT**

Item	Description	QTY	UOM	\$ / UOM	Cost		
1	City Hall Renovation - Decreased Sqft Impact	1	LS		\$118,248		
2	General Conditions (Management, Support Services, Temp. Protection, Swing Shift Supervision Prem.)	1	МО	\$20,000	\$20,000		
	Total Construction Cost (Today's Dollars)						
3	Escalation to Midpoint (Q2, 2024)	7.25%	on	\$138,248	\$10,023		
	Total Construction Cost (Escala	ited)			\$148,271		

### **COMMENTS:**

Design, Bid, Build delivery method is assumed

Assumes a Q2 2024 construction start

Escalation is predicted to be 7% in 2023 and 4% in 2024

Any and all work in the Garage and on Level 3 is EXCLUDED

All work is assumed to take place during swings shifts (nights and weekends)

Floor patching will be done with material as close to existing as possible. Exact matching of material is EXCLUDED

Hazardous Material Abatement & Sitework Improvements are EXCLUDED

Estimate excludes soft costs such as design fees, permits, testing / inspections, construction change order contingencies, loose fixtures / furnishings and sales tax.

Roen Associates City of Lakewood

500 Union St #927 City Hall Tenant Improvement - Revised Low Impact Seattle, WA 98101





Project Owner: City of Lakewood

**Lakewood City Hall Tenant Improvement** 

**Project Duration:** 

See Detailed Est.

Mackenzie

Project Location:

Lakewood, WA

Building GSF:

Project Start Date:

Q4 2024

Site GSF:

Architect:

1

Estimate Date:

Project Name:

April 14, 2023

	ESTIMATE SUMMARY		Unit of	Unit	Total Estimated
No.	Description	Quantity	Measure	Cost	Cost
A10	Foundations	1	LS		\$0
A20	Basement Construction	1	LS		\$0
B10	Superstructure	1	LS		\$0
B20	Exterior Enclosure	1	LS		\$0
B30	Roofing	1	LS		\$0
C10	Interior Construction	1	LS		\$239,565
C20	Stairs	1	LS		\$0
C30	Interior Finishes	1	LS		\$50,163
D10	Conveying Systems	1	LS		\$0
D20	Plumbing	1	LS		\$0
D30	HVAC	1	LS		\$35,000
D40	Fire Protection	1	LS		\$21,000
D50	Electrical	1	LS		\$35,000
E10	Equipment	1	LS		\$0
E20	Casework & Furnishings	1	LS		\$0
F10	Special Construction	1	LS		\$0
F20	Selective Demolition	1	LS		\$20,000
	Building Construction Subtotal				\$400,728
	Premium for Swing Shift & Phasing (assumes majority of work will be off I	hours)		20.00%	\$80,146
	Subtotal				\$480,873
	Design / Estimating Contingency			20.00%	\$96,175
	Subtotal				\$577,048
	Contractor Mark Up (Overhead, Profit, Insurance, Bond, B&O Tax)			12.50%	\$72,131
	Subtotal				\$649,179
	Escalation to Mid-Point (See Summary)				\$0
	BUILDING GRAND TOTAL	1	LS		\$649,179

Estimate excludes soft costs such as design fees, permits, testing / inspections, construction change order contingencies, loose fixtures / furnishings and sales tax.

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## City of Lakewood City Hall Tenant Improvement - Revised Low Impact Concept Estimate



	DETAILED ESTIMATE		Unit of	Unit	Total Estimated
No.	Description	Quantity	Measure	Cost	Cost
A10	FOUNDATIONS	,			
					T
	SUBTOTAL FOUNDATIONS	1	LS		\$0
A20	BASEMENT CONSTRUCTION				
	SUBTOTAL BASEMENT CONSTRUCTION	1	LS		\$0
B10	SUPERSTRUCTURE				
	SUBTOTAL SUPERSTRUCTURE	1	LS		\$0
B20	EXTERIOR ENCLOSURE		•		_
	SUBTOTAL EXTERIOR ENCLOSURE	1	LS		\$0
B30	ROOFING	T	ı		T
		_			
	SUBTOTAL ROOFING	1	LS		\$0
040	INTERIOR CONCERNATION				
C10	INTERIOR CONSTRUCTION  Partitions	l			T
	New GWB Partitions, Stop at Underside of Ceilings (GWB - Finish 2				
	Sides, metal studs, sound batts)	5,950	sf	\$ 18.00	\$107,100
	Premium for STC & Fire Rated Partitions & Assemblies (extends partitions to structure)	15%	on	\$ 107,100	\$16,065
	Miscellaneous Interior Patching, Carpentry, Caulking and Joint Sealants - Allowance	1	ls	\$ 11,000	\$11,000
	Interior Doors, Frames, Hardware				
	SCW Dr, HM Frame, Hardware, Complete - per leaf	29	ea	\$ 3,600.00	\$104,400
	Electronic Hardware - None			\$ -	\$0
	Adjustments of Existing Doors to Remain - None			\$ -	\$0
	Interior Glazing				
	None			\$ -	\$0

### City of Lakewood City Hall Tenant Improvement - Revised Low Impact Concept Estimate



	DETAILED ESTIMATE		Unit of	Unit	Total Estimated
No.	Description	Quantity	Measure	Cost	Cost
	Fittings / Specialties				
	Misc. Specialties Allowance (FECs, Corner Guards, etc)	1	ls	\$ 1,000.00	\$1,000
	SUBTOTAL INTERIOR CONSTRUCTION	1	LS		\$239,565
C20	STAIRS				
	SUBTOTAL STAIRS	1	LS		\$0
C30	INTERIOR FINISHES				
	Wall Finishes				
	Paint to Walls, Doors, Frames and Misc.	14,875	sf	\$ 1.50	\$22,313
	Bases				
	Rubber Base	1,190	lf	\$ 3.00	\$3,570
	Floor Finishes				
	Patch Flooring @ New Partitions - Allowance (flooring will not be an exact match)	2,380	sf	\$ 6.00	\$14,280
	Ceiling Finishes				
	Minimal Ceiling Adjustments Allowance (New Partitions Stop @ Underside of Existing Ceilings)	1	ls	\$ 10,000.00	\$10,000
	SUBTOTAL INTERIOR FINISHES	1	LS		\$50,163
D10	CONVEYING SYSTEMS				
	SUBTOTAL CONVEYING SYSTEMS	1	LS		\$0
D20	PLUMBING				
	SUBTOTAL PLUMBING	1	LS		\$0
D30	HVAC				
	HVAC				
	Misc. HVAC Duct Adjustments	1	ls	\$ 35,000.00	\$35,000
	SUBTOTAL HVAC	1	LS		\$35,000
	SUBTOTAL HVAC	1	LS		\$35,000
D40	SUBTOTAL HVAC FIRE PROTECTION	1	LS		\$35,000
D40		1	LS	\$ 21,000.00	\$35,000

## City of Lakewood City Hall Tenant Improvement - Revised Low Impact Concept Estimate



	DETAILED ESTIMATE		Unit of	Unit	Total Estimated			
No.	Description	Quantity	Measure	Cost	Cost			
	SUBTOTAL FIRE PROTECTION	1	LS		\$21,000			
D50	ELECTRICAL							
	Electrical							
	Misc. Electrical Adjustments	1	ls	\$ 35,000.00	\$35,000			
	,							
	SUBTOTAL ELECTRICAL	1	LS		\$35,000			
E10	EQUIPMENT							
	SUBTOTAL EQUIPMENT	1	LS		\$0			
E20	CASEWORK & FURNISHINGS							
	SUBTOTAL FURNISHINGS	1	LS		\$0			
F10	SPECIAL CONSTRUCTION							
	SUBTOTAL SPECIAL CONSTRUCTION	1	LS		\$0			
F20	SELECTIVE BUILDING DEMOLITION	1	T T					
	Building Interior Demolition	1		<b>A</b> 00 000 00	<b>#</b> 00.000			
	Selective Demo of Interior Construction & Finishes	1	ls	\$ 20,000.00	\$20,000			
	Hazardous Components Abatement  EXCLUDED			\$ -	\$0			
	EXCLUDED	1		φ -	φυ			
	SUBTOTAL SELECTIVE BUILDING DEMOLITION	1	LS		\$20,000			
	SOBIOTAL SELECTIVE BOILDING DEMOLITION	<u>'</u>	LO		\$20,000			
Z10	GENERAL REQUIREMENTS							
	General Conditions							
	See Summary							
	,							
	SUBTOTAL GENERAL REQUIREMENTS	1	LS		\$0			
					, , ,			

City of Lakewood City Hall Tenant Improvement - Decreased Sqft

Concept Estimate



Project Owner:

City of Lakewood

Architect:

Mackenzie

Project Name:

**Lakewood City Hall Tenant Improvement** 

**Project Duration:** 

See Detailed Est.

Project Location:

Lakewood, WA

Building GSF:

Project Start Date:

Q4 2024

Site GSF:

1

Estimate Date: April 14, 2023

	ESTIMATE SUMMARY		Unit of	Unit	Total Estimated
No.	Description	Quantity	Measure	Cost	Cost
A10	Foundations	1	LS		\$0
A20	Basement Construction	1	LS		\$0
B10	Superstructure	1	LS		\$0
B20	Exterior Enclosure	1	LS		\$0
B30	Roofing	1	LS		\$0
C10	Interior Construction	1	LS		\$32,280
C20	Stairs	1	LS		\$0
C30	Interior Finishes	1	LS		\$8,713
D10	Conveying Systems	1	LS		\$0
D20	Plumbing	1	LS		\$0
D30	HVAC	1	LS		\$10,000
D40	Fire Protection	1	LS		\$7,000
D50	Electrical	1	LS		\$10,000
E10	Equipment	1	LS		\$0
E20	Casework & Furnishings	1	LS		\$0
F10	Special Construction	1	LS		\$0
F20	Selective Demolition	1	LS		\$5,000
	Building Construction Subtotal				\$72,993
	Premium for Swing Shift & Phasing (assumes majority of work will be off I	hours)		20.00%	\$14,599
	Subtotal				\$87,591
	Design / Estimating Contingency			20.00%	\$17,518
	Subtotal				\$105,109
	Contractor Mark Up (Overhead, Profit, Insurance, Bond, B&O Tax)			12.50%	\$13,139
	Subtotal				\$118,248
	Escalation to Mid-Point (See Summary)				\$0
	BUILDING GRAND TOTAL	1	LS		\$118,248

Estimate excludes soft costs such as design fees, permits, testing / inspections, construction change order contingencies, loose fixtures / furnishings and sales tax.

### City of Lakewood City Hall Tenant Improvement - Decreased Sqft Concept Estimate



	DETAILED ESTIMATE		Unit of		Unit	Total Estimated	
No.	Description	Quantity	Measure		Cost	Cost	
A10	FOUNDATIONS						
	SUBTOTAL FOUNDATIONS	1	LS			\$0	
A20	BASEMENT CONSTRUCTION						
	SUBTOTAL BASEMENT CONSTRUCTION	1	LS			\$0	
B10	SUPERSTRUCTURE						
	SUBTOTAL SUPERSTRUCTURE	1	LS			\$0	
B20	EXTERIOR ENCLOSURE						
	SUBTOTAL EXTERIOR ENCLOSURE	1	LS			\$0	
B30	ROOFING						
	SUBTOTAL ROOFING	1	LS			\$0	
C10	INTERIOR CONSTRUCTION						
	Partitions						
	New GWB Partitions, Stop at Underside of Ceilings (GWB - Finish 2 Sides, metal studs, sound batts)	550	sf	\$	18.00	\$9,900	
	Premium for STC & Fire Rated Partitions & Assemblies (extends	000/		_	0.000	<b>#4.000</b>	
	partitions to structure)	20%	on	\$	9,900	\$1,980	
	Miscellaneous Interior Patching, Carpentry, Caulking and Joint Sealants - Allowance	1	ls	\$	5,500	\$5,500	
	Interior Doors, Frames, Hardware						
	SCW Dr, HM Frame, Hardware, Complete - per leaf	4	ea	\$	3,600.00	\$14,400	
	Electronic Hardware - None		ou	\$	-	\$0	
	Adjustments of Existing Doors to Remain - None			\$	-	\$0	
	Interior Glazing			Ψ		Ψ0	
	None			\$		\$0	
	Fittings / Specialties			_		<b>4</b> 0	
	Misc. Specialties Allowance (FECs, Corner Guards, etc)	1	ls	\$	500.00	\$500	
		<u> </u>		Ť		<del>+ + + + + + + + + + + + + + + + + + + </del>	
	SUBTOTAL INTERIOR CONSTRUCTION	1	LS			\$32,280	
		•				<b>401,130</b>	

### City of Lakewood City Hall Tenant Improvement - Decreased Sqft Concept Estimate



	DETAILED ESTIMATE		Unit of	Unit	Total Estimated			
No.	Description	Quantity	Measure	Cost	Cost			
C20	STAIRS							
020		l						
	SUBTOTAL STAIRS	1	LS		\$0			
C30	INTERIOR FINISHES							
	Wall Finishes							
	Paint to Walls, Doors, Frames and Misc.	1,375	sf	\$ 1.50	\$2,063			
	Bases							
	Rubber Base	110	lf	\$ 3.00	\$330			
	Floor Finishes							
	Patch Flooring @ New Partitions - Allowance (flooring will not be an	220	sf	\$ 6.00	\$1,320			
	exact match)	220	51	Ψ 0.00	Ψ1,020			
	Ceiling Finishes							
	Minimal Ceiling Adjustments Allowance (New Partitions Stop @ Underside of Existing Ceilings)	1	ls	\$ 5,000.00	\$5,000			
	SUBTOTAL INTERIOR FINISHES	1	LS		\$8,713			
					. ,			
D10	CONVEYING SYSTEMS							
	SUBTOTAL CONVEYING SYSTEMS	1	LS		\$0			
D20	PLUMBING							
	SUBTOTAL PLUMBING	1	LS		\$0			
D30	HVAC							
	HVAC							
	Misc. HVAC Duct Adjustments	1	Is	\$ 10,000.00	\$10,000			
	SUBTOTAL HVAC	1	LS		\$10,000			
D40	FIRE PROTECTION		1					
	Fire Protection							
	Misc. Fire Sprinkler Adjustments	1	ls	\$ 7,000.00	\$7,000			
	SUBTOTAL FIRE PROTECTION	1	LS		\$7,000			
			<u> </u>					

### City of Lakewood City Hall Tenant Improvement - Decreased Sqft Concept Estimate



	DETAILED ESTIMATE		Unit of	Unit	Total Estimated			
No.	Description	Quantity	Measure	Cost	Cost			
D50	ELECTRICAL							
	Electrical							
	Misc. Electrical Adjustments	1	ls	\$ 10,000.00	\$10,000			
	SUBTOTAL ELECTRICAL	1	LS		\$10,000			
E10	EQUIPMENT							
	SUBTOTAL EQUIPMENT	1	LS		\$0			
E00	CACEWORK & ELIPHICHINGS							
E20	CASEWORK & FURNISHINGS	T		Ī				
	SUBTOTAL FURNISHINGS	1	LS		\$0			
	SUBTUTAL FURNISHINGS	1	LS		\$0			
F10	SPECIAL CONSTRUCTION							
1 10		1						
	SUBTOTAL SPECIAL CONSTRUCTION	1	LS		\$0			
F20	SELECTIVE BUILDING DEMOLITION							
	Building Interior Demolition							
	Selective Demo of Interior Construction & Finishes	1	ls	\$ 5,000.00	\$5,000			
	Hazardous Components Abatement							
	EXCLUDED			\$ -	\$0			
	SUBTOTAL SELECTIVE BUILDING DEMOLITION	1	LS		\$5,000			
Z10	GENERAL REQUIREMENTS							
	General Conditions	1	-					
	See Summary	1						
	CURTOTAL CENERAL REQUIREMENTS	1	1.0		***			
	SUBTOTAL GENERAL REQUIREMENTS	1	LS		\$0			

# APPENDIX D -MECHANICAL, ELECTRICAL, AND PLUMBING EXECUTIVE SUMMARY

## **Executive Summary**

### **HVAC**

The existing Variable Air Volume (VAV) system can accommodate the modifications presented in the test cases. Zones can be added or deleted by modifying or adding VAV terminals and utilizing the existing ductwork for the most part. There are spaces being added that will require new exhaust. The hydronic system (heating and chilled water system) appears to be in good shape considering its age. The boiler, chiller, and pumping system has the capacity to accommodate the changes presented in the test cases.

There is a desire to have third floor served by its own VAV air handler to separate rental space from City space. This appears to be economically not feasible due to the space on the roof and the sizing of the current equipment. However, the VAV terminals already have flow rings and can document the amount of air used in the rental space. The energy management controls system can be modified to automatically add up the air used in the rental space and compare it to the rest of the building. That data could be used to charge the rental space appropriately for the energy they are using. The data room cooling system needs to be completely revised and the HVAC noise in the council chambers needs to be addressed during this remodel.

### **HVAC SUSTAINABILITY**

There is limited HVAC sustainability that can be done with an existing system. Currently, energy can be saved by converting the constant volume pumping (heating and chilled water) to variable flow pumping and pressure independent control valves. Also, the boilers can be changed to high efficiency condensing boilers and the heating water temperature reset schedule can be aggressively turned down during shoulder seasons.

### **PLUMBING**

In general, the plumbing system materials (domestic water and waste pipe) are in good shape to be modified for reuse in the test cases presented. Water pressure is marginal to add a lot of plumbing fixtures (especially flush valves). The water pressure should not affect the test cases presented. Domestic water is being stored at 120 degrees Fahrenheit without any anti-scalding devices required by current code. Also, 120 degrees allows the growth of legionella bacteria and there are showers in the building. Even though the existing setup satisfied the code at the time of installation, the storage temperature should be corrected to 140 degrees Fahrenheit for legionella destruction and mixed down at the showers and lavatories to proper temperatures.

### PLUMBING SUSTAINABILITY

Any replaced plumbing fixtures should be water saving type fixtures (1.28 gallons per flush WC and 0.5 or 0.35 gallons per minute lavatory faucets. Replacing all plumbing fixtures with water saving versions could be considered. Also, the State is urging the reduction or elimination of fossil fuel burning devices. This remodel would be a good time to replace the gas-fired water heaters with heat pump water heaters. However, heat pump water heaters require more space for larger storage tanks and heat absorption.

**Executive Summary** 

#### D-131

### **ELECTRICAL**

The electrical systems within Lakewood City Hall are a little more than 20 years old. They're generally in good condition and can be reused where feasible and allowed by Code.

### SITE ELECTRICAL SYSTEMS:

Site lighting and power systems appear to be functional and should not be impacted by this project.

### INTERIOR LIGHTING:

Washington State Energy Code (2021) effectively requires a full lighting upgrade if 20% or more fixtures are replaced in a given space. If fixtures are not replaced, but new partition walls are created, code-compliant lighting controls are required. In order to maintain compliance and improve energy savings, we anticipate providing new LED lighting and associated controls in the renovated areas. Lighting will generally match existing form factors and incorporate modern office space aesthetics.

### INTERIOR POWER:

Existing panels and distribution boards will be utilized where feasible. If additional circuit space is required, new branch circuit panelboards will be added. Newly created workstation and office spaces will include "controlled" receptacles as required by code. These receptacles will be controlled via scheduled controls or local occupancy sensors as coordinated with the users. An uncontrolled receptacle will be placed adjacent to the controlled receptacle at all workstations to ensure workstation computers have a power source that does not automatically turn off.

### **INTERIOR SYSTEMS:**

Telecommunications (data) outlets and associated cabling will be reconfigured or added as required to serve workstation locations. Additional outlets will be added in the ceiling throughout the renovated spaces for WiFi access points, as coordinated with the users. Electronic Security System device locations, including Card Readers, Keypads, Sensors and Cameras will be coordinated with the users during the design process. The existing fire alarm system will be reconfigured as necessary to accommodate initiation and annunciation device relocations and additions.

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