



# CITY COUNCIL

## REGULAR MEETING AGENDA

### Remote Meeting

### September 21, 2021 – 6:30 p.m.

**Notice:** Due to rising cases of COVID-19 in King County and the region and pursuant to Governor Inslee's Proclamation 20-28, all city meetings will be held remotely until further notice. The Mayor and Council encourage you use one of the following ways to participate in the meeting:

- **Watch** the meeting live via [Federal Way YouTube Channel](#)
- **Call in** and listen to the live meeting: (888) 788-0099 or 253-215-8782
- **Public Comment** may be submitted via email [here](#), or sign up to provide live comments [here](#)
- **Zoom meeting code: 685 690 722 and passcode: 131162**

#### 1. CALL MEETING TO ORDER

#### 2. PLEDGE OF ALLEGIANCE

#### 3. PRESENTATIONS

- [Public Safety Presentation and Police Officer Increase Proposal](#)
  - Mayor Jim Ferrell
  - Police Chief Andy Hwang
  - Finance Director Steve Groom
- [Proclamation: Mayor's Day of Concern for the Hungry](#)
- [Proclamation: Hispanic Heritage Month – September 2021](#)
- [Proclamation: Diaper Need Awareness Week – September 26 through October 3](#)
- [Proclamation: National IT Professional Day – September 21](#)
- Mayor's Emerging Issues and Report
  - Report regarding Afghan Refugees sheltered in Federal Way
  - COVID-19 Report: Deputy Chief Kyle Sumpter
  - Recent Community Events: 9/11 Memorial and Veterans Plaza Dedication at the PAEC
  - Upcoming Events: Taste of Federal Way at the Farmers Market – September 25 11:30 a.m. – 2:00 p.m.
- Council Committee Reports
  - Parks/Recreation/Human Services/Public Safety Committee (PRHSPS)
  - Land Use/Transportation Committee (LUTC)
  - Finance, Economic Development Regional Affairs Committee (FEDRAC)
  - Lodging Tax Advisory Committee (LTAC)
  - Regional Committees Report (PIC)
  - Council President Report

***The City Council may add items and take action on items not listed on the agenda.***

Regular Meetings are recorded and televised live on Government Access Channel 21.

To view Council Meetings online please visit [www.cityoffederalway.com](http://www.cityoffederalway.com).

#### 4. PUBLIC COMMENT

Please email comments to [publiccomment.COUNCIL@cityoffederalway.com](mailto:publiccomment.COUNCIL@cityoffederalway.com) or complete a citizen comment request form ([found here](#)) prior to the meeting, to provide comments via telephone during the meeting. All comments are limited to 3 minutes each.

#### 5. CONSENT AGENDA

*Items listed below have been previously reviewed in their entirety by a Council Committee of three members and brought before full Council for approval; all items are enacted by one motion. Individual items may be removed by a Councilmember for separate discussion and subsequent motion.*

- a. [Minutes: September 7, 2021 Regular and Special Meetings](#)
- b. [Authorization to Apply for and Accept the SWM Capacity Grant](#)
- c. [Master Lease Agreement with Verizon Wireless for Small Wireless Facilities](#)
- d. [Downtown Planning Grant Application](#)
- e. [Resolution: Supporting the Court's Efforts to Address Addiction and Mental Illness with the Sequential Intercept Model](#)
- f. [CDBG-CV2 Contract with WA State Department of Commerce](#)
- g. [Lease Agreement between Twin Lakes Plaza, LLC and the City of Federal Way for the Twin Lakes Substation](#)
- h. [Interlocal Agreement between City of Federal Way and Federal Way Public Schools for School Resource Officers](#)
- i. [King County Registered Sex Offender Cost Reimbursement Agreement](#)
- j. [Valley Narcotics Enforcement Team \(VNET\)/U.S. Department of Justice, Drug Enforcement Administration \(DEA\) High Intensity Drug Trafficking Area \(HIDTA\) Task Force Agreements](#)
- k. [Bid Acceptance – Roofing Replacement at Saghalie Restroom Buildings & Steel Lake Annex Barn](#)
- l. [HVAC Service Contract Amendment](#)
- m. [Janitorial Service Contract Amendment](#)

#### 6. COUNCIL BUSINESS

- a. [Planning Commission Appointments](#)
- b. [Human Service Commission Appointment](#)
- c. [Youth Commission Appointments](#)

#### 7. ORDINANCE

##### First Reading

- a. [Council Bill #811/Ordinance: Proposed Code Amendments for Permanent Supportive Housing and Emergency Housing and Shelter](#)  
AN ORDINANCE OF THE CITY OF FEDERAL WAY, WASHINGTON, RELATING TO PERMANENT SUPPORTIVE HOUSING AND TRANSITIONAL HOUSING, AND EMERGENCY HOUSING AND SHELTER; AMENDING FWRC 19.05.040, 19.05.050, 19.05.190, 19.205.080, 19.215.070, AND 19.220.100; REPEALING FWRC 19.105.060 AND 19.230.080; AND ADDING NEW SECTIONS 19.195.015, 19.200.045, 19.220.105, 19.225.055, 19.225.075, 19.230.055, 19.230.065, 19.240.085, AND 19.240.095. (AMENDING ORDINANCE NOS. 94-233, 96-270, 97-297, 99-333, 01-385, 02-423, 06-

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515, 07-559, 08-585, 09-593, 09-605, 09-610, 12-713, 13-754, 14-778, 15-797, 17-834, 18-850, 18-884, AND 20-898.)

**8. COUNCIL REPORTS**

**9. ADJOURNMENT**

COUNCIL MEETING DATE: September 21, 2021

ITEM #: 3a

**CITY OF FEDERAL WAY  
CITY COUNCIL  
AGENDA BILL**

**SUBJECT: POLICE DEPARTMENT PROPOSING ADDITIONAL PERSONNEL AND RESOURCES**

**POLICY QUESTION:** Briefing regarding the Federal Way Police Department request to increase staffing, bonus pay for new hires and new police vehicle purchases.

**COMMITTEE:** N/A

**MEETING DATE:** N/A

**CATEGORY:**

☐ Consent

☐ Ordinance

☐ Public Hearing

☐ City Council Business

☐ Resolution

☒ Other

**STAFF REPORT BY:** Andy J. Hwang, Chief of Police  
Steve Groom, Finance Director

**DEPT:** Police Department  
Finance Department

**Attachments:** 1. Staff Memo  
2. PowerPoint Presentation dated September 21, 2021

**Options Considered:**  
N/A

**MAYOR'S RECOMMENDATION:**

**MAYOR APPROVAL:**

N/A  
Committee  
Initial/Date

Council  
Initial/Date

**DIRECTOR APPROVAL:**

Initial/Date

**COMMITTEE RECOMMENDATION:** N/A

Committee Chair

Committee Member

Committee Member

**PROPOSED COUNCIL MOTION:** N/A

*(BELOW TO BE COMPLETED BY CITY CLERK'S OFFICE)*

**COUNCIL ACTION:**

- ☐ APPROVED  
☐ DENIED  
☐ TABLED/DEFERRED/NO ACTION  
☐ MOVED TO SECOND READING (*ordinances only*)

REVISED - 4/2019

**COUNCIL BILL #**

First reading

Enactment reading

**ORDINANCE #**

**RESOLUTION #**



CITY OF FEDERAL WAY  
CITY COUNCIL COMMITTEE STAFF REPORT

DATE: October 12, 2021

TO: Parks, Recreation, Human Services and Public Safety Council Committee

VIA: Jim Ferrell, Mayor

FROM: Andy J. Hwang, Chief of Police;  
Steve Groom, Finance Director

SUBJECT: Police Department Proposing Additional Personnel and Resources

**Changes in Public Safety**

The United States is experiencing an increase in gun violence, and the greater Seattle-Tacoma region is caught up in it. Recently in Federal Way we experienced several shootings in a single week. One of my responsibilities as your law enforcement leader is to inform you, the elected policy makers and our residents, why this is happening. Second, you have a right to expect me to recommend strategies to keep our community safe.

In Washington State, there were 302 murders in 2020 in comparison to 206 in 2019, an increase of 46%. In King County, there were 102 murders in 2020, and 69 fatal shooting victims, an increase of 27%. In the first six months of 2021, there has been 42 fatal shooting victims, which is up 46% over a four-year average. In Federal Way, we have experienced six murders year to date. Violent crime is on the rise in Washington and in King County.

Changes in our public environment compel us to commit more resources to public safety now in order to ensure Federal Way remains a safe place to live, work, shop and play. Significant changes include a rising population, rising violence throughout the region, and reduced offender accountability.

As of April 2020 (U.S. Census), City of Federal Way population was 101,030. Based on that figure, our police officer ratio is 1.36 per 1,000 residents. Given the rapid growth of nearly 5,000 people in a single year (96,289 people in 2019), and with other significant developments underway, the rapid growth will continue in the foreseeable future. Major projects such as Light Rail and The Commons will significantly bring more visitors and residents to our downtown area.

Less accountability for criminal offenses creates more feelings of immunity among offenders, emboldening their actions to harm others. From thieves to violent offenders, their crimes are becoming increasingly more brazen and frequent.

King County has jurisdiction over felonies and juvenile crimes. With funding reduced at the prosecutor's office, many felonies and crimes by juveniles are simply not prosecuted. Jails are accepting fewer arrestees in the front door; and judges are quicker to release them out the back door. The same is true of our state prisons.

Significant policing reforms laws have taken place in Washington State. The most recent policing laws in the state add to this mixture (HB 1054 and HB 1310). More offenders are, literally, getting away with crime. These bills severely restrict police from doing good police work to keep our community safe.

One of the impacts to the Federal Way Community is the new state law on police tactics (HB 1054), which changed the requirements for vehicle pursuits by police officers. The restrictions virtually eliminate police pursuits in Washington State. Since its effective date (July 25, 2021), the Federal Way Police Department has recorded 17 criminal escapes. When police emergency lights were activated, the suspects fled and the officers could not legally pursue them. Our former ability to pursue, particularly in the middle of the night, was a deterrent to fleeing in the first place; now criminals are more willing to simply drive away.

Stealing a vehicle is often a precursor for committing violent crimes. Apprehending car thieves was a powerful method for preventing violence and apprehending dangerous offenders. Now, however, we cannot legally pursue stolen vehicles.

Earlier this year the Washington legislature passed ESB 5476, which essentially de-criminalized possession of dangerous drugs (including heroin, cocaine, meth, fentanyl and so forth). Drug use is more rampant and blatant than ever. Previously, physical arrest initiated a process in which courts could compel treatment. Now, police officers are virtually prohibited from making arrests for drug use or possession. Offenders walk away with a referral card in their pocket, with no obligation to take any corrective action. Fatal overdose is an increasing plague to Washington's communities.

Much of gun violence in Federal Way is drug related. Shootings often stem from drug use, drug transactions and drug rips. Drug activity and substance abuse is a primary contributing factor for gun violence and other crimes in our community.

The auto theft numbers are significantly increasing in King County: June 805; July 981; August 1,154, and in Federal Way: June 48; July 54; August 66. There are several factors as to why certain crimes are on the increase, but in regards to auto theft, one of the factors is directly correlated to the new state reform laws preventing the police from chasing stolen vehicles. The criminals are figuring out that police will not chase them for stealing a vehicle.

### **Historical Background**

In October 2006, the population of Federal Way was 86,350. In November 2006, the Federal Way voters passed Proposition #1, the Public and Community Safety Service Improvement

Package. This resulted in an additional 18 commissioned FTEs (to 136 total) and one additional records specialist FTE. Prop 1 brought the officer ratio to **1.59** officers for each 1,000 residents, an increase from **1.37**.

In 2006, the department had 15 records specialists for a service population under 87,000. In 2007, the department had an authorized strength of 136 police officers. However, the recession of 2008-2011 severely impacted public funding. In May 2009, the police department stopped filling vacancies. Through gradual attrition the staffing level dropped to 122 police officer positions. To accommodate those reductions, we eliminated some police positions, including the criminal intelligence detective, two pro-act officers (pro-active uniformed officers, rather than re-active officers), traffic officers (from 8 to 3), and records personnel.

In 2006, we had 15 records specialists, serving a population under 87,000. During the recession that was reduced to 10. Accordingly, some police services were de-prioritized.

Since 2014, Mayor Ferrell and the Council have steadily increased the officer numbers. Our current authorized strength is presently 137. Records remains at 10.

The United States census indicated the population in the City of Federal Way was 101,030 as of April 2020. Based on that figure, Federal Way residents enjoy a police officer ratio of **1.36** per 1,000 residents. Given the rapid growth over the past five years, the actual population might exceed 102,000 as of this proposal, which is 1.34 officers per 1,000 residents.

### **Police Chief's Recommendations:**

Changes in our public environment compel us to commit more resources. Providing the Police Department with additional staffing and resources will enhance public safety in our community, reducing gun violence and other crimes and meet the demands of our growing community.

### **Proposal for 150 Police Officers**

Federal Way's population and calls for service support an authorized strength of 150 police officers. 150 officers would be **1.49** per thousand, based on last year's population of 101,030.

### **Proposal for 12 Records Specialists**

Two additional specialists will be required in order to maintain the current level of service to the public. The increased number of sworn officers and the additional expectations of the public mandate that the Records Section keeps pace with its internal staffing.

### **Allocation of 13 Additional Police Officers (137 to 150)**

We propose deploying the additional 13 commissioned positions in this manner:

- 6 officers to patrol, one to each of the six patrol squads

- 4 officers to form a pro-act unit
- 2 officers to Special Operations Unit (SOU)
- 1 officer to the Traffic unit

**Patrol** is the first pillar of local public safety. They are on duty, in uniform 24/7/365. Adding six officers to patrol puts more police on the streets in neighborhoods, responding to 911 calls and deterring crime.

**Pro-act.** This unit is made up of officers with different titles and functions. They constantly supplement each other in order to accomplish the various functions. Pro-act is part of the Special Investigations Unit, responsible for gang suppression, highway/downtown patrol, narcotics investigations and drug houses, neighborhood complaints of criminal activity, asset seizure management, adult business monitoring, and prostitution prevention enforcement.

We have not had the “pro-act” portion of this unit since 2007. Impacts of this force reduction include: the unit’s response time to complaints was reduced, sometimes taking several weeks before a complaint can be evaluated. In addition, the officers do not spend as much time on each complaint. The current reduced size of the unit prohibits it from doing proactive, crime prevention activities, as well as operations like “John” stings. Four more officers restores the unit to a more effective group.

**SOU** (Special Operations Unit): This unit of six police officers was created at the end of 2009 to address increasing violence in and around the Sound Transit Center in the downtown core. A patrol shift (the fourth/”power” shift) was dissolved in order to provide staffing for this unit. SOU was intended to provide bicycle patrol in the downtown core and City parks. They established relationships with business owners and retailers in the area. They work closely with the SafeCity program. The presence of SOU resulted in a significant decrease of crime in the downtown core.

However, for the historical reasons mentioned earlier, this team is currently staffed with four officers. In recent years they have become the city’s primary response to trespassing complaints throughout the city. Consequently, we’ve gone without the downtown bicycle patrols this unit was conceived to provide. Adding two officers will restore and enhance that important need for our business community.

**Traffic officers** mitigate speeding complaints, investigate and remove abandoned vehicles, and handle collision investigations. They conduct the ongoing investigations of all fatality collisions. This unit went from eight authorized positions down to three traffic officers currently assigned, plus the unit’s lieutenant. The unit also monitors and issues tickets from the photo-enforcement cameras.

The most notable impact has been longer response times to collisions. The unit’s ability to respond to numerous neighborhood complaints related to traffic has also been impacted. In addition, as each new school year begins there is a visible absence of school zone enforcement.

We haven't done any commercial vehicle enforcement for years. Adding a traffic officer will mitigate some of these impacts.

**Records specialists** are police employees who process the documentation generated by police officers. They receive court orders and prepare them for service by officers. They enter data, upon which much of our transparency with the community relies. The majority of their work is mandated by statute, state code, and similar rules for law enforcement agencies. Records specialists also research data bases, find information-related clues for officers in the field, and help solve crimes. As such, they are invaluable force multipliers to our crime-fighting mission. Providing the Police Department with additional staffing and resources, will enhance public safety in our community, reducing gun violence and other crimes and meet the demands of our growing community.

### **Costs:**

**Salary + benefits for 13 police officers: \$1,275,378.** That is \$98,106 per officer for the first year (\$73,764 B-step salary + \$24,342 benefits). All entry-level officers are hired at A-step. We chose a B-step average for this estimate because lateral officers are hired at a step commensurate with their years of law enforcement experience.

**Salary + benefits for two records specialists: \$126,386.** That is \$45,792 yearly salary plus \$17,401 benefits = \$63,193 x 2 employees.

**Equipment & uniforms + BLEA registration for entry officers: \$183,000.** \$13,000 + \$3,400 = \$16,400 per officer. \$131,200 for 8 entry officers + \$52,000 for 4 lateral officers.

**Hiring bonus: \$98,000.** Our proposed hiring bonus is \$20,000 for lateral officers and \$2,000 for entry-level officers. Based on our normal hiring rates, we estimate four of the 13 may be laterals (\$80,000) and nine will be entry (\$18,000).

**Fully equipped patrol vehicle: \$962,000.** \$74,000 each for 13 vehicles. This includes the vehicle, FWPD markings, installation of police radio and other items, IT equipment, and police equipment.

The police department needs **15 more police vehicles** (beyond the 13 listed above) to accommodate existing police staff. Most of our comparable agencies have take-home cars. This is an important issue for recruiting and retention. We request those 15 vehicles here. Total cost: **\$1,110,000.**

**Finance Department Analysis and Recommendation.** Finance staff calculates the one-time vehicle and recruitment costs total \$2,170,000 and on-going personnel and vehicle replacement expense at \$1,660,764 per year (before inflation and other escalators which will be incorporated into 2022-23 budgeting). As mentioned above, jail cost savings due partially to jails accepting fewer arrestees and judicial releases can actually help fund stronger policing in the short term. We can't control others' policy decisions but we can leverage the funding opportunity in our policy response.

Funding is largely facilitated in the current budget cycle with:

- 2021-2022 Jail Cost savings (budgeted in Police Department)
- 2021-2022 PD Vacancy savings (already in Police Department budget)
- 2021-2022 Sales Tax Revenue coming in favorable to budget – *this will require a council-approved budget amendment*

For the 2023-24 budget to be sustainable, the on-going staffing and vehicle replacement funding will have to be prioritized at approximately \$1.6 million per year which will have to be a priority drawing upon General Fund revenue and against competing expenditures. While forecasting is premature, we do know that our 2021 Sales Tax was forecast particularly cautiously during COVID and actuals are coming in favorably.

Current vacancies in 2021 being filled currently indicate that budgetary impact begins in 2022:

	2022	2023	2024
<b>Funding</b>			
2021/2022 Jail Cost Savings	1,500,000	-	-
2022 Payroll Savings	123,000	-	-
Unbudgeted Sales Tax Revenue	478,275	478,275	478,275
Next Budget cycle commitment		1,318,657	923,489
	<u>2,101,275</u>	<u>1,796,932</u>	<u>1,401,764</u>
<b>Expenditures</b>			
Staffing - new Police Officers	171,686	1,152,746	1,275,378
Staff- Record Specialists	94,790	126,386	126,386
Benefits (included)	-	-	-
Additional Equipment	84,800	97,800	-
Recruiting Costs	48,000	50,000	-
Additional Patrol Cars	962,000	-	-
Expanded Fleet Patrol Cars	740,000	370,000	-
	<u>2,101,275</u>	<u>1,796,932</u>	<u>1,401,764</u>

One-time recruiting and vehicle acquisition costs can be absorbed in the current budget cycle, funded from jail cost savings, current-year vacancies, and Sales Tax revenue.

ARPA revenue is considered for the capital acquisition of vehicles, but ruled out for now, because of the on-going replacement budgeting. We could, however, pivot to ARPA, but a significant concern is perpetual replacement funding of an expanded fleet in future budgets. Either way, feasibility depends on committing to prioritizing this in 2023-24 and future-year budgets.



# Police Department

## Proposing Additional Personnel and Resources City Council Report

September 21, 2021

Andy Hwang, Chief of Police

Steve Groom, Finance Director



# Overview

- Changes in Public Safety
- Historical Staffing Background
- Police Chief's Recommendations





# Changes in Public Safety

- The United States is experiencing an increase in gun violence, and the greater Seattle-Tacoma region is caught up in it. Recently in Federal Way we experienced several shootings in a short span of time.
- In Washington State, there were **302** murders in 2020 in comparison to **206** in 2019, an increase of **46%**. In King County, there were **102** murders in 2020, and **69** fatal shooting victims, an increase of **27%**.
- In the first six months of 2021, there has been **42** fatal shooting victims in King County, which is up **46%**. In Federal Way, we have experienced six murders year to date. Violent crime is on the rise in Washington and in King County.
- One of my responsibilities as your law enforcement leader is to inform you, the elected policy makers and our residents, why this is happening. Second, you have a right to expect me to recommend strategies to keep our community safe.



# Changes in Public Safety (cont'd)

- Changes in our public environment compel us to commit more resources to public safety now in order to ensure Federal Way remains a safe place to live, work, shop and play. Significant changes include a rising population, rising violence throughout the region, and reduced offender accountability.
- As of April 2020 (U.S. Census), City of Federal Way population was **101,030**. Based on that figure, our police officer ratio is **1.36** per 1,000 residents. There was rapid growth of nearly 5,000 people in a single year (96,289 people in 2019).
- With other significant developments underway, the rapid growth will continue in the foreseeable future. Major projects such as Light Rail and The Commons will significantly bring more visitors and residents to our downtown area.



# Changes in Public Safety (cont'd)

- Less accountability for criminal offenses creates more feelings of immunity among offenders, emboldening their actions to harm others. Crimes are becoming increasingly more brazen and frequent.
- King County has jurisdiction over felonies and juvenile crimes. With funding reduced at the prosecutor's office, many felonies and crimes by juveniles are simply not prosecuted.
- Jails are accepting fewer arrestees and judges are quicker to release them. The same is true of our state prisons.



# Changes in Public Safety (cont'd)

- Significant new policing reform laws in the state add to this mixture (HB 1054 and HB 1310). More offenders are, literally, getting away with crime. These bills have “tied our hands” from doing good police work and now we are starting to see its impacts.
- One of the impacts to the community is the new state law on police tactics (HB 1054), which changed the requirements for vehicle pursuits by police officers. The restrictions virtually eliminate police pursuits in Washington State. Since its effective date (July 25, 2021), the Federal Way Police Department has recorded 17 criminal escapes (as of September 15) due to non-pursuit.
- When police emergency lights were activated, the suspects fled and the officers could not legally pursue them. Our former ability to pursue, particularly in the middle of the night, was a deterrent to fleeing in the first place; now criminals are more willing to simply drive away.



# Changes in Public Safety (cont'd)

- Stealing a vehicle is often a precursor for committing violent crimes. Apprehending car thieves was a powerful method for preventing violence and apprehending dangerous offenders. Now, however, we cannot legally pursue stolen vehicles.
- Earlier this year the Washington legislature passed ESB 5476, which essentially de-criminalized possession of dangerous drugs (including heroin, cocaine, meth, Fentanyl and so forth).
- Drug use is more rampant and blatant than ever. Previously, physical arrest initiated a process in which courts could compel treatment. Now, police officers are virtually prohibited from making arrests for drug use or possession.
- Offenders walk away with a referral card in their pocket, with no obligation to take any corrective action. Fatal overdose is an increasing plague to Washington's communities.





# Changes in Public Safety (cont'd)

- Much of gun violence in Federal Way has nexus to drugs. Shootings often stem from drug use, drug transactions and drug rips. Drug activity is a primary contributing factor for gun violence and other crimes in our community.
- Auto theft numbers are significantly increasing in King County: June 805; July 981; August 1,154. In Federal Way: June 48; July 54; August 66. We are projected to between 80 and 90 auto thefts in September.
- There are several factors as to why certain crimes are on the increase, but in regards to auto theft, one of the factors is directly correlated to the new state reform law. It is the offenders belief that they will not be apprehended and held accountable.



# FWPD Historical Background

- **October 2006** the population of Federal Way was 86,350.
  - FWPD had **15 records** specialists and **118 police officers**.
- **November 2006**, Proposition #1 (Public and Community Safety Service Improvement Package) added **18 police officers (to 136 total)** and one additional records specialist.
  - Prop 1 brought the officer ratio to **1.59 officers** per 1,000 residents, an increase from **1.37**.
- **Recession 2008-2011**
  - May 2009 the police department stopped filling vacancies. Staffing dropped to **122 police officers**.
  - Eliminated criminal intelligence detective, some regular detectives, two pro-act officers, traffic officers (from 8 to 3), and records personnel (15 to 10).
  - Accordingly, some police services were de-prioritized.
- **Since 2014** we have steadily increased the officer numbers:
  - **137** police officers
  - Records remains at **10**



# Police Chief's Recommendation

Changes in our public environment compel us to commit more resources. Providing the Police Department with additional staffing and resources will enhance public safety to impact gun violence and other crimes. These enhancements will send a strong message to our community that public safety is a priority and criminal conduct will not be tolerated.

- Police force of **150** police officers
  - **13** new positions will give us **1.49** officers per 1,000 residents
  - 13 police vehicles added to our fleet to accommodate each new position.
- Police force of **12** records specialists
  - Two new positions
- **15** additional police vehicles
  - Recruiting new-hires, retaining tenured officers.





# Deployment Enhancements

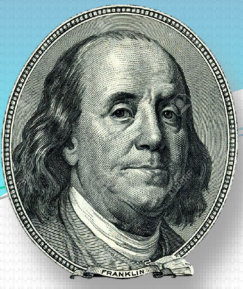
## Deployment of 13 Officers:

- 6 patrol officers, one to each squad
- 4 pro-act officers
- 2 officers to SOU
- 1 officer to Traffic



# Estimated Costs

- Salary + benefits for 13 police officers:  
\$1,275,378 per year
- Salary + benefits for two records specialists:  
\$126,386 per year
- Equipment & uniforms + BLEA registration:  
\$183,000 one-time
- Hiring bonuses:  
\$98,000 one-time
- 28 equipped patrol vehicles:  
\$2,072,000 initially, \$259,000 per year replacement

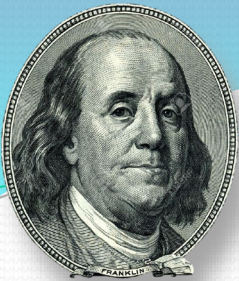


# Can We Fund It?

Yes we can, but . . .

. . . four questions should be answered . . .

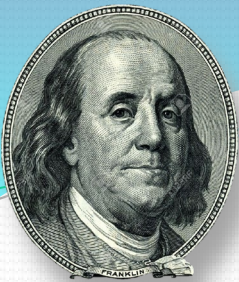
. . . two feasible options emerge



# Questions to Answer

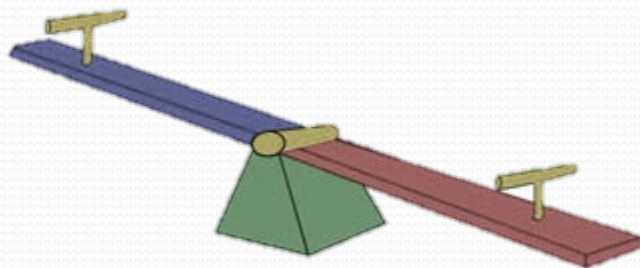
## 1. How do we find “extra money?”

- No such thing as “extra money”
- The formal budget process allocates all our resources to our top priorities
- Intermediate course correction obligations must contemplate citywide needs and consider future budget consequences



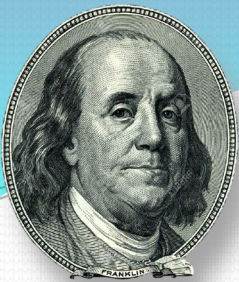
# Budget Integrity

(A Policy-level Balancing Act)



## Budget Integrity vs. Course Corrections

Our adopted, fully-vetted budget  
allocates our limited resources  
to our highest priorities

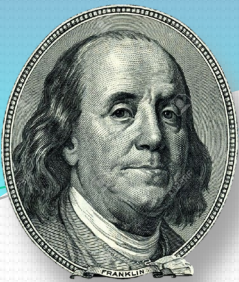


# Questions to Answer

## 2. Are there any current-year savings?

- 2021-2022 estimated jail cost savings \$1.5 million
  - \$1.0 million in 2021
  - \$0.5 million in 2022
- Existing vacancies \$123,000 (2022 forecast)
  - Savings decline as openings are filled
- Savings will actually fund most of 2022 cost

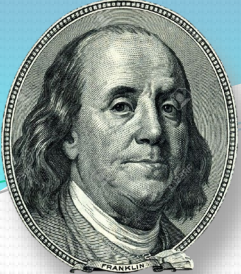




# Questions to Answer

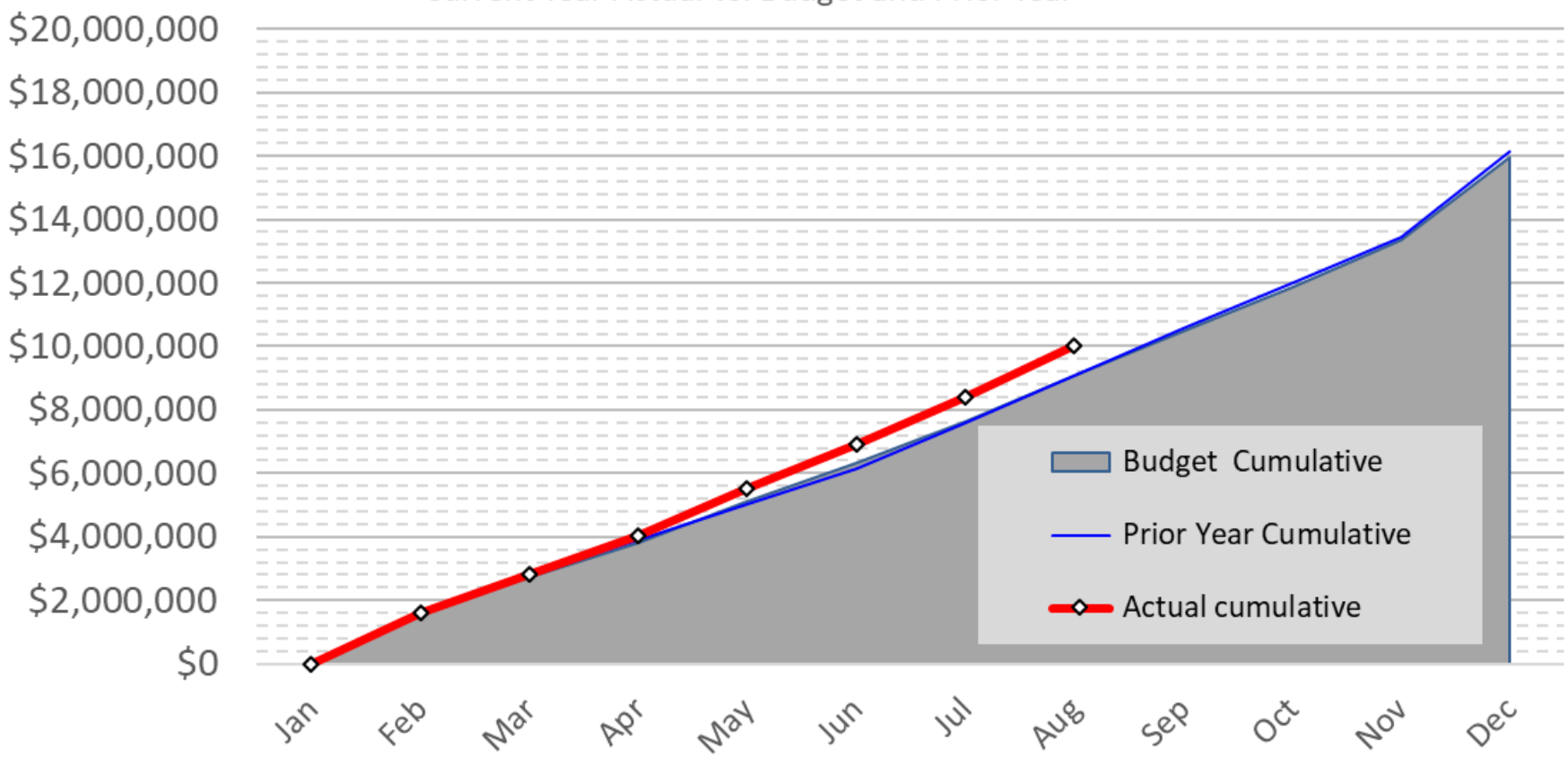
## 3. Is there any new revenue?

- Sales Tax revenue was forecast cautiously due to COVID and has been coming in favorably
- Committing \$478,000 in projected 2022 Sales Tax Revenue will fill that gap

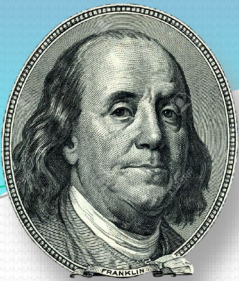


# Revenue

City of Federal Way - Sales Tax Revenue Received  
Current Year Actual vs. Budget and Prior Year



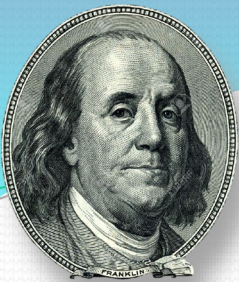




# Questions to Answer

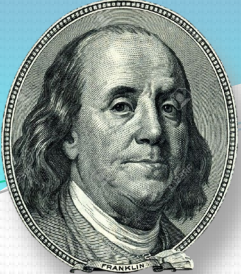
## 4. How are future years impacted?

- Adding *vehicles* increases annual reserve funding
- Adding *staff* increases annual budget commitment
- *Both* obligate future revenue – an estimated \$1,660,764 per year on-going



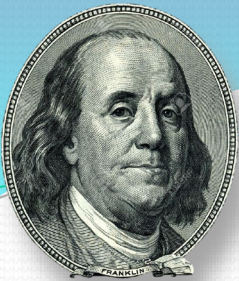
# Two Options

- Without ARPA (the hard way)
  - Savings (already budgeted)
  - Sales Tax Revenue (budget amendment)
  - ARPA remains available for true one-time costs
  - Establishes trajectory now for future budgets
- With ARPA (the easier way)
  - Vehicle costs of \$2.1 million  
(ARPA is already budgeted but not committed or restricted yet)
  - Sales Tax Revenue would be freed up for now



# Two Options

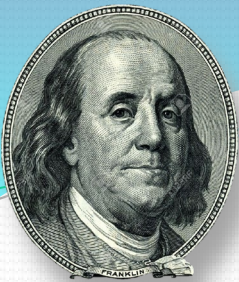
		Fund		Budget 2021-22	Budget 2022-23	Budget 2023-24
①	Option 1 - ARPA vehicles	GF	Commit ARPA revenue	\$ 1,702,000	\$ 370,000	\$ -
		GF	Add'l Sales Tax Revenue		\$ 108,275	\$ 478,275
		Cap	Add'l Vehicle Cost	\$ 1,702,000	\$ 370,000	
②	Option 2 - No ARPA	GF	Add'l Sales Tax Revenue	\$ 478,275	\$ 478,275	\$ 478,275
		Cap	Add'l Vehicle Cost	\$ 1,702,000	\$ 370,000	



# Finance Director's Recommendation

Either way, but with a “master plan”

- ARPA – every dollar spoken for
- General Fund Budget – every department, every program considered
- 2023-24 budget consequences



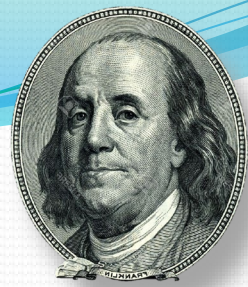
# Next Steps

- Next Budget Amendment
  - Commit Increased Sales Tax Revenue
  - Increase expenditures – capital (vehicles), personnel, equipment equal offsetting amount

**AND**

- ARPA Master Planning Update





# Conclusion

- ✓ Enhancing public safety
- ✓ Improving recruitment/retention
- ✓ Anticipating population growth
  
- ✓ Considering entire citywide budget
- ✓ Anticipating future priorities
- ✓ Spending within our means



# End of Presentation

## Questions?







## PROCLAMATION

### “Mayor’s Day of Concern for the Hungry”

WHEREAS, the City of Federal Way recognizes adequate nutrition as a basic goal for each citizen; and

WHEREAS, it is our fundamental belief that no parent should have to send a child to school hungry, no baby should be without the comfort of the feedings needed for mental and physical growth, no elderly person's health should be jeopardized by lack of appropriate foods; and

WHEREAS, within a few short months from the onset of the pandemic we experienced an increase of 41% of neighbors needing to use the food bank.

WHEREAS, at the same time MSC realized that many people at high risk of infection and severe sickness could not access our food bank.

WHEREAS, to ensure that that population received food, MSC partnered with many organizations (KCHA, Metro Access, Door Dash, United Way, SHAG) to form and implement a robust home delivery program to the people of Federal Way.

WHEREAS, prior to COVID the food bank had four home deliveries per month. Today MSC delivers over 2,000 food boxes per month in addition to the 2,000 visits at our safe and convenient drive-thru food bank.

WHEREAS, many Federal Way residents have the ability to impact hunger in their community through donations of food; and

WHEREAS, we will strive to raise awareness and encourage our citizens to donate food to the hungry as winter approaches and their resources must be stretched to cover increasing fuel, electricity and rental costs – leaving even less money for monthly food purchases; and

WHEREAS, The City of Federal Way coordinates an annual food drive to help support the efforts of Multi-Service Center's food banks in fighting hunger. Waste Management will provide curbside pickup of non-perishable food donations the week of September 27, 2021 through October 1, 2021 and on Saturday, October 2, 2021, the City of Federal Way host a “Drive Through” donation drop off at a local store.

NOW, THEREFORE, we, the undersigned Mayor and City Council of the City of Federal Way, do hereby proclaim October 2, 2021 as the “Mayor’s Day of Concern for the Hungry” in the City of Federal Way, and strongly urge all citizens to join the Emergency Feeding Program and the Multi-Service Center to nourish those who are hungry.

SIGNED this 21st day of September, 2021

**FEDERAL WAY MAYOR AND CITY COUNCIL**

  
Jim Ferrell, Mayor

  
Susan Honda, Council President

  
Lydia Assefa-Dawson, Councilmember

  
Gregory Baruso, Councilmember

  
Hoang V. Tran, Councilmember

  
Leandra Craft, Councilmember

  
Martin A. Moore, Councilmember

  
Linda Kochmar, Councilmember





## PROCLAMATION “National Hispanic Heritage Month”

WHEREAS, National Hispanic Heritage Month celebrates the Hispanic and Latino community and highlights its countless achievements; and

WHEREAS, Hispanic Americans represent a significant and fast-growing demographic of the City of Federal Way; and

WHEREAS, the Hispanic Heritage observance began in 1968 as Hispanic Heritage Week commemoration, first introduced by Congressman George E. Brown in June 1968, under President Lyndon Johnson; and

WHEREAS, Hispanic Heritage observance was expanded by President Ronald Reagan in 1988 to cover a 30-day period starting on September 15 and ending on October 15; and

WHEREAS, this month's theme, “Esperanza: A Celebration of Hispanic Heritage and Hope,” invites us to celebrate Hispanic Heritage and reflect on how great our tomorrow can be if we hold onto our resilience and hope; and

WHEREAS, National Hispanic Heritage Month acknowledges and appreciates the deep history, rich heritage, and invaluable contributions made by the ancestors of American citizens who came from Mexico, Spain, the Caribbean, South and Central America; and


WHEREAS, the independence anniversary for Latin American countries El Salvador, Guatemala, Costa Rica, Nicaragua, and Honduras is September 15, followed by the independence days of Mexico on September 16, and Chile on September 18; and

WHEREAS, Hispanics have enhanced and shaped our national character with centuries old traditions that reflect the multi-ethnic and multicultural customs of their communities, while adding their own distinct and dynamic perspectives to the story of this country; and

NOW THEREFORE, we the undersigned Mayor and City Council of the City of Federal Way, do hereby proclaim September 15, 2021–October 15, 2021 as National Hispanic Heritage Month and do encourage citizens of Federal Way to honor and celebrate Hispanic contributions and culture.

SIGNED this 21st day of September, 2021

**FEDERAL WAY MAYOR AND CITY COUNCIL**

  
Jim Ferrell, Mayor

  
Lydia Assefa-Dawson, Councilmember

  
Hoang V. Tran, Councilmember

  
Martin A. Moore, Councilmember

  
Susan Honda, Council President

  
Gregory Baruso, Councilmember

  
Leandra Craft, Councilmember

  
Linda Kochmar, Councilmember



## PROCLAMATION "Diaper Need Awareness Week"

WHEREAS, diaper need, the condition of not having a sufficient supply of clean diapers, to keep babies and toddlers clean, dry and healthy can adversely affect the health and well-being of babies, toddlers, and their families; and

WHEREAS, national surveys and research studies report that one in three families struggles with diaper need and 48 percent of families delay changing a diaper to extend their supply due to the impact on their family's income; and

WHEREAS, children go through six to twelve diapers each day and without enough diapers, babies and toddlers risk infections and health problems that may prevent parents from attending work or school, thereby hurting the family's economic prospects and well-being, and;

WHEREAS, purchasing enough diapers can consume 14 percent of a low-wage family's post-tax income, making it difficult to obtain a sufficient supply; and

WHEREAS, the lack of having a sufficient supply of clean diapers is a public health issue, which disproportionately harms Black, Indigenous, and People of Color (BIPOC) families and lower-income families in this community; and

WHEREAS, acknowledging and addressing diaper need will lead to more equitable economic opportunities and improved health for all children, thus ensuring all children and families have access to the basic necessities; and

WHEREAS, the City of Federal Way would like to recognize the work of community-based organizations such as WestSide Baby and the Multi-Service Center who have served on the front lines of Washington's COVID-19 pandemic response, helping families in our community by distributing diapers to families through various channels,

NOW THEREFORE, we the Mayor and City Council of the City of Federal Way, do hereby proclaim the week of September 26 - October 3, 2021 as "Diaper Need Awareness Week" in the City of Federal Way, and encourage the citizens of Federal Way to donate generously to diaper banks, diaper drives, and organizations that collect and distribute diapers to those struggling with diaper need, so that all of Federal Way's children can thrive and reach their full potential.

SIGNED this 21st day of September, 2021

**FEDERAL WAY MAYOR AND CITY COUNCIL**

  
Jim Ferrell, Mayor

  
Susan Honda, Council President


  
Lydia Assefa-Dawson, Councilmember

  
Gregory Baruso, Councilmember

  
Hoang V. Tran, Councilmember

  
Leandra Craft, Councilmember

  
Martin A. Moore, Councilmember

  
Linda Kochmar, Councilmember



## PROCLAMATION "National IT Professionals Day"

WHEREAS, the Internet was invented in the late 1960's and the World Wide Web was invented in 1991 making business and personal connections by those across the street or across the globe on a daily basis possible; and

WHEREAS, National Information Technology (IT) Professionals Day was created in 2015 in an effort to show appreciation to the IT staff who work behind the scenes to make these complicated systems operate for all who use them; and

WHEREAS, National IT Professionals Day celebrates all disciplines, such as network engineers, database administrators, system administrators, developers, geographical information system professionals, IT support technicians, and information security professionals; and

WHEREAS, City of Federal Way IT Professionals continue to power the city's ongoing digital response to the COVID-19 pandemic in order to sustain critical government functions, transparency and connectivity for our residents; and

WHEREAS, as witnessed in the regional and national news, mitigation of, and defending against cyber-security threats and vulnerabilities is a very real threat to city systems which requires an increasingly enormous range of knowledge in the rapidly changing pace of technology; and

WHEREAS, in early 2020 the IT Department was tasked with vetting and implementing a new smart phone app "Eyes on Federal Way" which was launched in December 15, 2020 allowing citizens better access to city staff and services at the touch of their phone;

WHEREAS, City of Federal Way IT staff often work weekends to maintain and upgrade citywide systems for Police, Municipal Court, Community Development, and the city website; and

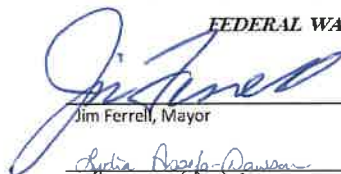
WHEREAS, when these operations are running smoothly, it can be easy to forget about IT Professionals until the server goes down or the WiFi malfunctions and they become the most important people in the building; and

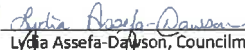
WHEREAS, we acknowledge the City of Federal Way Information Technology team: Thomas, Brian, Erik, Stacey, Jerry, Xiao, Colby, Jason, and Terry for their contributions to the city staff, elected officials and citizens, recognize that without these professionals, all of the computer systems and internet technology we depend on daily, wouldn't be possible.

NOW THEREFORE, we, the Mayor and City Council do proclaim September 21, 2021 as National IT Professionals Day in Federal Way and proudly recognize ALL Information Technology Professionals who rise to the challenge and to specifically extend appreciation to the City of Federal Way team who have proven their adaptability to new challenges, and continues to evolve and pivot with their skills to ensure the city systems are safe and running smoothly.

SIGNED this 21st day of September, 2021

*FEDERAL WAY MAYOR AND CITY COUNCIL*

  
Jim Ferrell, Mayor

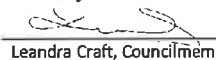
  
Lydia Assefa-Dawson, Councilmember

  
Hoang V. Tran, Councilmember

  
Martin A. Moore, Councilmember

  
Susan Honda, Council President

  
Gregory Baruso, Councilmember

  
Leandra Craft, Councilmember

  
Linda Kochmar, Councilmember

COUNCIL MEETING DATE: September 21, 2021

ITEM #: 5a

**CITY OF FEDERAL WAY  
CITY COUNCIL  
AGENDA BILL**

**SUBJECT: CITY COUNCIL MEETING MINUTES**

**POLICY QUESTION:** Should the City Council approve the draft minutes for the September 7, 2021 Regular and Special Meetings?

**COMMITTEE:** N/A

**MEETING DATE:** N/A

**CATEGORY:**

<input checked="" type="checkbox"/> <b>Consent</b>	<input type="checkbox"/> <b>Ordinance</b>	<input type="checkbox"/> <b>Public Hearing</b>
<input type="checkbox"/> <b>City Council Business</b>	<input type="checkbox"/> <b>Resolution</b>	<input type="checkbox"/> <b>Other</b>

**STAFF REPORT BY:** Stephanie Courtney, City Clerk

**DEPT:** Mayor's Office

**Attachments:**

Draft minutes for the September 7, 2021 Regular and Special Meetings

**Options Considered:**

1. Approve the minutes as presented.
2. Amend the minutes as necessary.

**MAYOR'S RECOMMENDATION:** N/A

**MAYOR APPROVAL:** N/A  
Committee  
Initial/Date

N/A  
Council  
Initial/Date

**CITY CLERK APPROVAL:** TC 9/16/2021  
Initial/Date

**COMMITTEE RECOMMENDATION:** N/A

N/A  
Committee Chair

N/A  
Committee Member

N/A  
Committee Member

**PROPOSED COUNCIL MOTION:** "I move approval of the minutes as presented."

(BELOW TO BE COMPLETED BY CITY CLERK'S OFFICE)

**COUNCIL ACTION:**

- ☐ **APPROVED**  
☐ **DENIED**  
☐ **TABLED/DEFERRED/NO ACTION**  
☐ **MOVED TO SECOND READING** (ordinances only)

REVISED - 4/2019

**COUNCIL BILL #**

**First reading**

**Enactment reading**

**ORDINANCE #**

**RESOLUTION #**





**CITY COUNCIL  
SPECIAL MEETING MINUTES  
September 7, 2021 – 5:00 p.m.  
Remote Meeting**

**DRAFT**

**1. CALL MEETING TO ORDER**

Council President Honda called the meeting held remotely to order at 5:03 p.m.

City officials in attendance: Council President Susan Honda, Councilmember Lydia Assefa-Dawson, Councilmember Greg Baruso, Councilmember Hoang Tran, Councilmember Leandra Craft, and Councilmember Linda Kochmar.

Councilmember Martin Moore joined the meeting at 5:13 p.m.

City staff in attendance: City Attorney Ryan Call and City Clerk Stephanie Courtney.

**2. COMMISSION INTERVIEWS**

- Diversity Commission
- Senior Advisory Commission
- Planning Commission

The City Council interviewed applicants via Zoom for openings on the Diversity, Senior Advisory, and Planning Commissions.

**3. ADJOURNMENT**

There being nothing further on the agenda; the special meeting was adjourned at 6:22 p.m.

Attest:

---

Stephanie Courtney  
City Clerk

Approved by Council:



**CITY COUNCIL  
REGULAR MEETING MINUTES  
September 7, 2021 – 6:30 p.m.  
Remote Meeting**

**DRAFT**

**1. CALL MEETING TO ORDER**

Mayor Ferrell called the meeting to order at 6:34 p.m.

City officials in attendance: Mayor Jim Ferrell, Council President Susan Honda, Councilmember Lydia Assefa-Dawson, Councilmember Greg Baruso, Councilmember Hoang Tran, Councilmember Leandra Craft, Councilmember Martin Moore, and Councilmember Linda Kochmar.

City staff in attendance: City Attorney Ryan Call and City Clerk Stephanie Courtney.

**2. PLEDGE OF ALLEGIANCE**

Mayor Ferrell led the flag salute.

**3. PRESENTATIONS**

**a. Proclamation: National Recovery Month – September 2021**

Councilmember Moore read and presented the proclamation to Jamie Lee, LICSW, Special Projects Manager for King County Behavioral Health and Recovery Division.

Ms. Lee thanked the Council and acknowledged the work being done in Federal Way; she also introduced Janet Bardossi from Telecare and Rose Baldrige from Valley Cities who also work and assist Federal Way residents with recovery-based programs.

**b. Proclamation: Constitution Week**

Council President Honda read and presented the proclamation to Sally Jarvis with the Daughters of the American Revolution, Lakota Chapter. Mrs. Jarvis thanked the Mayor and Council and reflected on the history and importance of the United State Constitution.

**c. Mayor's Emerging Issues and Report**

**Report on Citizens' Request Regarding Homelessness Policies**

At the direction of Mayor Ferrell, City Attorney Ryan Call provided a report in response to citizens' request to the Mayor and Council to enact new regulations to combat vagrancy in public spaces. The request included requests to implement and enforce a ban on public

camping (including benches, bus stops, rights-of-way and sidewalks); implement and enforce a ban on the public use of illegal substances and public intoxication; and create and fund a homeless service coordinator to connect the homeless to appropriate services.

Mr. Call provided the legal background on which of these proposals may be possible in Washington State. He stated the city currently has a pedestrian interference ordinance which can be amended to clarify and expand existing prohibitions on people blocking sidewalks and roads in ways that interfere with their intended public use. Enacting a city-wide ban on sleeping outdoors would be unconstitutional, however the city does prohibit being in parks or storing tents in parks after closing and camping at city facilities in general.

City Attorney Call also noted the United States Supreme Court ruled the government could not criminalize a state-of-being, such as sleeping or being drunk, however they can criminalize acts such as driving while intoxicated or drinking in public. These crimes are addressed in current laws including DUI and disorderly conduct. He also explained the State already prohibits public use of alcohol and marijuana and possession of narcotics is a misdemeanor crime. State preemption prevents the city from enacting harsher laws or penalties.

Creating a Homeless Service Coordinator position is within the city's authority. Currently these tasks are split between the Human Services Department and the Police Department and there is not direction from the mayor at this time to create a new staff position.

The Mayor and Council thanked City Attorney Call for his briefing.

#### COVID-19 Update

Policy Advisory Bill Vadino provided recent information regarding COVID-19 cases, deaths and hospitalizations. According to King County Public Health the numbers are at a new peak and they are asking people to limit travel and indoor activities when possible. He also noted many of the large venues and sports events will begin requiring vaccination status or a negative COVID-19 test in effort to limit additional transmission risk to participants and spectators.

#### Federal Way Environmental Review Update

Communications and Government Affairs Coordinator Steve McNey reported on the ongoing work on climate change. The City recently signed the King County-Cities Climate Collaboration (K4C) Agreement and will be working on a survey for Federal Way to identify areas for improvement. The Federal Way Environmental Committee will be meeting this Fall to work on addressing climate change in the city.

#### Recent Events

Mayor Ferrell reported on the second Movie in the Park at Town Square on August 14 which offered the Disney movie "Onward". He also noted the annual Lion's Club Car Show was held on August 28 as well as the Hanwoori Garden Project ground breaking.

#### Upcoming Events

Mayor Ferrell invited the community to the 9/11 Veterans Memorial Dedication Ceremony at 11:00 a.m. at the Town Center Steps near the Performing Arts and Events Center, Saturday, September 11 at 11:00 a.m. He further noted South King Fire and Rescue will

also have a 9/11 20th Anniversary Memorial Ceremony at the fire station on S 320th Street near Military Road at 1:00 p.m.

d. Council Committee Reports

**Parks/Recreation/Human Services/Public Safety Committee (PRHSPS):** Chair Kochmar reported the next meeting would be September 14 at 5:00 p.m. and via Zoom. She also reviewed the items on the Committee agenda and noted her support of looking at ways they could work together with the school district and potentially hold a joint public meeting.

**Land Use/Transportation Committee (LUTC):** Chair Baruso reported the August meeting was canceled and the next meeting will be Monday, September 13 at 5:00 p.m. via Zoom. He noted the action items on the agenda and invited the public to attend and provide comment.

**Finance, Economic Development Regional Affairs Committee (FEDRAC):** Chair Tran reported there was no meeting in August and the next meeting would be Tuesday, September 18 at 5:00 p.m. via Zoom.

**Lodging Tax Advisory Committee (LTAC):** Chair Assefa-Dawson reported the September 8 meeting has been canceled and the next meeting will be October 13 at 10:00 a.m.

**Regional Committees Report (PIC):** Councilmember Moore reported he would be attending the Sound Cities Association meeting tomorrow and would report back to Council.

**Council President Report:** Council President Honda noted the Sound Cities Association (SCA) PIC meeting is very informative and accessible for Councilmembers to attend virtually to listen to topics discussed by the 38-member cities. She further provided information about the decision to go back to remote meetings while COVID numbers are on the rise in effort to protect the public and staff. She is hopeful the in-person Council Retreat on October 9 will still be held at Dumas Bay Centre; she asked Councilmembers to forward agenda topics for the retreat to her at their earliest convenience.

#### 4. PUBLIC COMMENT

City Clerk Stephanie Courtney read the rules regarding public comment into the record.

Bob Drake shared his objection of low barrier housing. Mr. Drake encouraged Council to establish rules for housing programs and shared his ideas for how those being housed can help contribute back.

Jacquelyn Copley shared concerns regarding public safety within the City.

Debbie Peterson advocated for early learning in the community and asked people to be mindful and supportive of the childcare providers.

Ken Blevens provided public comment regarding the HB 1220 and his understanding of the bill.

Mayor Ferrell asked Community Development Director Brian Davis to clarify HB 1220. Mr. Davis outlined the bill and clarified the City is working to setup regulations and adopt standards to establish limits and controls.



Allison Fine shared her gratitude to the City leadership and staff for their work to be factual and transparent. She also raised awareness for how diverse mental health and addiction can be.

Sai Samineni encourages community members who are upset with County-level decisions to attend King County Council Meetings. Ms. Samineni raised two concerns: a lack of childcare in Federal Way and the need for more violence prevention resources.

Email from Susan Dissmore read by the City Clerk sharing her concerns regarding House Bill 1220 establishing permanent supporting housing and her request for local leaders to incorporate zoning code amendments to enhance the city and lessen crime.

Email from Dara Mandeville read by the City Clerk sharing her concerns regarding the National Recovery Month proclamation, refugee housing and the Eyes on Federal Way App.

Email from Sarah Nelson read by the City Clerk voicing concerns about drug use and criminal activity in Federal Way.

Email from Jim & Carolyn Hoover read by the City Clerk speaking in opposition of King County's purchase of the Extended Stay Hotel.

Email from David Zumwalt read by the City Clerk asking Council not to proclaim September as National Recovery Month until better policies and programs are in place to assist in recovery.

Email from Stephanie Smith read by the City Clerk addressing crime and drug use she has witnessed around The City.

Email from Brenda MacRae read by the City Clerk opposing no barrier housing.

Email from Luckisha Phillips read by the City Clerk asking for increased child care services in Federal Way.

Email from Tiffany Lafontaine read by the City Clerk asking the City to partner with Child Care Resources to increase available child care in Federal Way.

Email from Lyn Idahosa read by the City Clerk asking for increased child care services in Federal Way.

**At 8:18pm Mayor Ferrell announced the Council would take a brief recess for approximately fifteen minutes. At 8:34 p.m. the Mayor reconvened the meeting.**

David VanVleet provided public comment regarding the HB 1220 and his understanding of the bill.

## **5. CONSENT AGENDA**

- a. Minutes: August 10, 2021 Regular and Special Meeting Minutes

**COUNCIL PRESIDENT HONDA MOVED APPROVAL OF ITEM A ON THE CONSENT AGENDA; SECOND BY COUNCILMEMBER ASSEFA-DAWSON.** The motion passed unanimously as follows:

<i>Council President Honda</i>	<i>yes</i>	<i>Councilmember Craft</i>	<i>yes</i>
<i>Councilmember Assefa-Dawson</i>	<i>yes</i>	<i>Councilmember Moore</i>	<i>yes</i>
<i>Councilmember Baruso</i>	<i>yes</i>	<i>Councilmember Kochmar</i>	<i>yes</i>
<i>Councilmember Tran</i>	<i>yes</i>		

## 6. COUNCIL BUSINESS

Mayor Ferrell recognized Councilmember Assefa-Dawson who provided additional comments regarding the Lodging Tax Advisory Committee including the return of the annual Desna Cup and various tourism activities at the Performing Arts and Event Center.

- a. Approval to Apply for State Grant of \$50,000 with Match of \$50,000 from ARPA for Broadband Study

Economic Development Director Tim Johnson provided information on the request to apply for a State Grant from the Community Economic Revitalization Board (CERB) with support from matching American Recovery Plan Act (ARPA) funding for a city-wide broadband feasibility study.

Mr. Johnson noted this is in line with the Council goal of becoming a tech-hub and to identify the possibility of expanding broadband in the city to assist students, seniors, and businesses.

Council thanked Mr. Johnson for the presentation and asked clarifying questions. He noted this is the first step and the feasibility study will provide more information and direction. IT Director Thomas Fichtner also provided input noting the city has been taking small opportunities to build conduit and fiber connectivity in working towards this goal.

**COUNCIL PRESIDENT HONDA MOVED APPROVAL TO SUBMIT A GRANT APPLICATION FOR \$50,000 AND USE OF ARPA FUNDS TO MATCH; SECOND BY COUNCILMEMBER MOORE.** The motion passed unanimously as follows:

<i>Council President Honda</i>	<i>yes</i>	<i>Councilmember Craft</i>	<i>yes</i>
<i>Councilmember Assefa-Dawson</i>	<i>yes</i>	<i>Councilmember Moore</i>	<i>yes</i>
<i>Councilmember Baruso</i>	<i>yes</i>	<i>Councilmember Kochmar</i>	<i>yes</i>
<i>Councilmember Tran</i>	<i>yes</i>		

- b. Diversity Commission Appointments

**COUNCILMEMBER KOCHMAR MOVED TO APPOINT ALLISON FINE AND SHANTE LANE TO THE DIVERSITY COMMISSION TO VOTING POSITIONS WITH TERMS TO EXPIRE MAY 31, 2024; SECOND BY COUNCILMEMBER BARUSO.** The motion passed unanimously as follows:

<i>Council President Honda</i>	<i>yes</i>	<i>Councilmember Craft</i>	<i>yes</i>
<i>Councilmember Assefa-Dawson</i>	<i>yes</i>	<i>Councilmember Moore</i>	<i>yes</i>
<i>Councilmember Baruso</i>	<i>yes</i>	<i>Councilmember Kochmar</i>	<i>yes</i>
<i>Councilmember Tran</i>	<i>yes</i>		

- c. Senior Advisory Commission Appointments

**COUNCILMEMBER KOCHMAR MOVED TO MAKE THE FOLLOWING APPOINTMENTS TO THE SENIOR ADVISORY COMMISSION: CATHERINE NORTH TO A VOTING POSITION WITH A TERM TO EXPIRE AUGUST 31, 2024; LANA BOSTIC TO A VOTING POSITION WITH A TERM TO EXPIRE AUGUST 31, 2024; AND MARGARET LIPPERT TO A VOTING POSITION WITH A TERM TO EXPIRE AUGUST 31, 2024; SECOND BY COUNCILMEMBER ASSEFA-DAWSON.** The motion passed unanimously as follows:

Council President Honda	yes
Councilmember Assefa-Dawson	yes
Councilmember Baruso	yes
Councilmember Tran	yes

Councilmember Craft	yes
Councilmember Moore	yes
Councilmember Kochmar	yes

d. Planning Commission Appointments

Due to additional interviews scheduled, no action was taken on this item.

e. Youth Commission Appointment (*term extension due to COVID-19*)

**COUNCILMEMBER KOCHMAR MOVED TO EXTEND THE YOUTH COMMISSION TERM FOR ANKIT GOWDA FOR AN ADDITIONAL YEAR; THROUGH AUGUST 31, 2023; SECOND BY COUNCILMEMBER ASSEFA-DAWSON.** The motion passed unanimously as follows:

Council President Honda	yes
Councilmember Assefa-Dawson	yes
Councilmember Baruso	yes
Councilmember Tran	yes

Councilmember Craft	yes
Councilmember Moore	yes
Councilmember Kochmar	yes

## 7. COUNCIL REPORTS

Councilmember Assefa-Dawson noted September 11 is the Ethiopian New Year and the anniversary of when she arrived in the United States. She will be attending the 9/11 Veterans Memorial Dedication Ceremony at the Performing Arts and Event Center. She noted she attended her son's White Coat Ceremony in New York. She is interested in discussing a Homeless Services Coordinator position.

Councilmember Baruso asked everyone to get vaccinated and wear face coverings as he has seen increase in breakthrough cases. He cautioned everyone to look into the mandatory long-term care plan that will be an additional payroll tax; individuals have until November 1 to opt out with an alternative plan. He will be attending the 9/11 events and asked for an update on filling the vacant Diversity and Equity Inclusion (DEI) Coordinator position.

Councilmember Hoang thanked Council for their support and noted he has been handling family issues lately. He looks forward to a long vacation in his future.

Councilmember Craft wished her Jewish friends a Happy New Year and she is pleased the community is able to support and help Afghan refugees. She also supports a discussion on affordable childcare and appreciates hearing the comments and concerns of the community.

Councilmember Moore echoed previous comments regarding affordable childcare options and noted he can relate as a father of a 5-month old. He believes the city should be finding solutions especially for the middle-class families.

Councilmember Kochmar referenced public comment and agreed with the importance of social and emotional development of children in pre-k and pre-school settings. She believes there are important skills young children learn and can affect them as they age in school and in life. She noted her support of police and firefighters; she will attend the events for the 20th Anniversary of the 9/11 terrorist attacks. She also requested a report on the housing of Afghan refugees.

Council President Honda reminded the community about the open house regarding the Housing Action Plan (HAP) Thursday, September 16 from 4:30 p.m. to 7:00 p.m. at the Performing Arts and Event Center. She noted city staff has done a wonderful job on this project and Council requested there be an in-person option for anyone who would like more information or to provide feedback on the different types of housing in the city over the next 20-years. She referenced her husband working

remotely for Weyerhaeuser and asked the Mayor to re-evaluate the lack of a remote work policy for city staff. She also reflected on the 20th Anniversary of the 9/11 terror attacks and she hopes the hope, resiliency, and compassion shown in the days following the attacks is never forgotten. She encouraged families to watch programming together so that younger generations understand that day in history.

## **8. ADJOURNMENT**

There being nothing further on the agenda; the regular meeting was adjourned at 9:20 p.m.

Attest:

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Stephanie Courtney  
City Clerk

Approved by Council:

COUNCIL MEETING DATE: September 21, 2021

ITEM #: 5b

**CITY OF FEDERAL WAY  
CITY COUNCIL  
AGENDA BILL**

**SUBJECT:** AUTHORIZATION TO APPLY FOR AND ACCEPT THE SWM CAPACITY GRANT

**POLICY QUESTION:** Should the City Council authorize SWM staff to apply for Department of Ecology Water Quality Capacity Grant as well as accept grant funds should they be awarded?

**COMMITTEE:** Land Use and Transportation

**MEETING DATE:** Sept. 13, 2021

**CATEGORY:**

☒ **Consent** ☐ **Ordinance** ☐ **Public Hearing**  
☐ **City Council Business** ☐ **Resolution** ☐ **Other**

**STAFF REPORT BY:**

**DEPT:**

**Attachments:** 1. Staff Report

**Options Considered:**

1. Approve the proposed grant application and acceptance.
2. Do not approve the proposed grant application and acceptance and provide direction to staff.

**MAYOR'S RECOMMENDATION:** Option 1.

**MAYOR APPROVAL:**

*J. 9/3/21* *J. 9/3/21*  
Committee Initial/Date Council Initial/Date

**DIRECTOR APPROVAL:**

*3/21 9/1/2021*  
Initial/Date

**COMMITTEE RECOMMENDATION:** *I move to forward the proposed Authorization to Apply for and Accept the SWM Capacity Grant to the September 21, 2021 consent agenda for approval.*

*Via Zoom* *Via Zoom* *Via Zoom*  
*Greg Baruso* - Committee Chair *Martin Kiefer* Committee Member *Haang Tran* Committee Member

**PROPOSED COUNCIL MOTION:** *"I move approval of the proposed Authorization to Apply for and Accept the SWM Capacity Grant."*

(BELOW TO BE COMPLETED BY CITY CLERK'S OFFICE)

**COUNCIL ACTION:**

☐ **APPROVED**  
☐ **DENIED**  
☐ **TABLED/DEFERRED/NO ACTION**  
☐ **MOVED TO SECOND READING (ordinances only)**

REVISED - 4/2019

**COUNCIL BILL #**

**First reading**


**Enactment reading**

**ORDINANCE #**

**RESOLUTION #**

## CITY OF FEDERAL WAY M E M O R A N D U M

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**DATE:** September 13, 2021  
**TO:** Land Use and Transportation Committee  
**VIA:** Jim Ferrell, Mayor  
**FROM:** EJ Walsh, P.E., Public Works Director   
Emile Ancelet, Surface Water Quality Program Supervisor  
**SUBJECT:** *Authorization to Apply for and Accept the SWM Capacity Grant*

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### **BACKGROUND**

On August 20, 2021 the Department of Ecology announced the availability of Capacity Grant funding in an amount up to \$50,000.00 in match-free funding for each Phase I and II jurisdiction, to use in fulfilling requirements of the NPDES permit through training, equipment purchases, education and outreach, inspection/monitoring and program development. The application period closes on September 30, 2021.

SWM has received Capacity Grant funding every grant cycle since Ecology first established the grant in 2013. In past grant cycles, the City used funds to support the following NPDES program elements:

- Purchase and setup of a new asset management system
- Public education and outreach activities, including Storming the Sound with Salmon
- Public involvement and stewardship activities
- Illicit discharge detection and elimination (IDDE) activities
- Pollution prevention, good housekeeping, and operation and maintenance activities
- Equipment purchases that result directly in improved compliance with the permit
- Storm system mapping and assessment

Most recently, 2019-2021 grant funding was allocated to three main areas: the ECOSS Spill Kit Distribution Program, NPDES Pro Software to track illicit discharges, and equipment to assist with ongoing catch basin inspections.

For the upcoming 2021-2023 cycle, the funding will be used to support similar activities, with added focus on the Stormwater Monitoring Action Plan (SMAP), and diversity, equity, and inclusion outreach to foster broader awareness and community involvement, thereby enhancing the impact of SWM programs and services.

COUNCIL MEETING DATE: SEPTEMBER 21, 2021

ITEM #: 5c

**CITY OF FEDERAL WAY  
CITY COUNCIL  
AGENDA BILL**

**SUBJECT:** MASTER LEASE AGREEMENT WITH VERIZON WIRELESS FOR SMALL WIRELESS FACILITIES

**POLICY QUESTION:** Should City Council approve entering into a Master Lease Agreement with Verizon Wireless for small wireless facilities?

**COMMITTEE:** Land Use and Transportation

**MEETING DATE:** September 13, 2021

**CATEGORY:**

<input checked="" type="checkbox"/> <b>Consent</b>	<input type="checkbox"/> <b>Ordinance</b>	<input type="checkbox"/> <b>Public Hearing</b>
<input type="checkbox"/> <b>City Council Business</b>	<input type="checkbox"/> <b>Resolution</b>	<input type="checkbox"/> <b>Other</b>

**STAFF REPORT BY:** Cole Elliott, P.E., Development Services Manager

**DEPT:** Public Works

**Attachments:** 1. Staff Report  
2. Master Lease Agreement

**Options Considered:**

1. Approve the proposed agreement.
2. Do not approve the proposed agreement and provide direction to staff.

**MAYOR'S RECOMMENDATION:** Option 1.

**MAYOR APPROVAL:**

*[Signature]* 9/3/21  
Committee  
Initial/Date

*[Signature]* 9/3/21  
Council  
Initial/Date

**DIRECTOR APPROVAL:**

*[Signature]* 9/11/2021  
Initial/Date

**COMMITTEE RECOMMENDATION:** "I move to forward the proposed Agreement to the ~~October 5<sup>th</sup>~~ consent agenda for approval."  
September 21, 2021

Via Zoom

Greg Baruso, Committee Chair

Via Zoom

Hoang V. Tran, Committee  
Member

Via Zoom

Martin Moore, Committee  
Member

**PROPOSED COUNCIL MOTION:** "I move approval of the proposed Agreement, and authorize the Mayor to execute said agreement."

**(BELOW TO BE COMPLETED BY CITY CLERK'S OFFICE)**

**COUNCIL ACTION:**

- ☐ **APPROVED**  
☐ **DENIED**  
☐ **TABLED/DEFERRED/NO ACTION**  
☐ **MOVED TO SECOND READING** (ordinances only)

REVISED – 11/2019

**COUNCIL BILL #**

**First reading**

**Enactment reading**


**ORDINANCE #**

**RESOLUTION #**



## CITY OF FEDERAL WAY M E M O R A N D U M

---

**DATE:** September 13, 2021  
**TO:** City Council  
**VIA:** Jim Ferrell, Mayor  
**FROM:** EJ Walsh, P.E., Public Works Director   
Cole Elliott, P.E. Development Services Manager  
**SUBJECT:** Verizon Wireless – Small Wireless Master Lease Agreement

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### **FINANCIAL IMPACTS:**

Verizon Wireless (Verizon) paid a fee of Two Thousand Dollars (\$2,000.00) to compensate the City for the administrative expenses incurred that are directly related to preparing and approving this Master Lease Agreement.

Verizon will be required to pay additional permitting fees for installation, operation and maintenance of their facilities, including, but not limited to right-of-way use permits, master lease addendum, and small wireless permits. Annual rental fees for attachment to city infrastructure are limited by Federal Communications Commission (FCC) ruling to \$270 per site. There are currently no applications for installations, nor detailed deployment plans to estimate potential revenue.

### **BACKGROUND INFORMATION:**

Verizon was approved for a City of Federal Way Franchise in March 2020 in order to install, operate, maintain and repair a telecommunications network consisting of small wireless facilities in, across, over, along, under, through and below the City of Federal Way rights-of-way. Verizon Wireless intends to deploy some of its small wireless equipment in areas where there are no utility poles (due to undergrounding) and therefore proposes to install small wireless facilities on city street lights. In order to do this, a Master Lease is required to outline the conditions by which small wireless should be constructed on city poles. The Master Lease allows for administrative approval of specific installations in the form of "Site Lease Addendums."

The term of this Master Lease is for a period of ten (10) years commencing on the effective date of this Agreement consistent with the franchise term. The lease will automatically renew for an additional five (5) years unless, after mutual agreement, that provision is changed to allow the City the option to not renew.

Verizon Wireless shall provide City with a bond between \$100,000 to \$500,000 depending on how many city poles that are leased ("Franchise Bond") running or renewable for the term of this Lease.

In addition, Verizon Wireless (as part of their existing Franchise Agreement) shall guarantee work they complete in the right-of-way during project construction to final acceptance through a

Performance Bond in an amount of 120 percent (120%) of the value of work performed followed by a two-year Maintenance Bond valued at 10% of the value of construction work not to exceed \$250,000.

Verizon Wireless, per their Franchise, will maintain insurance of \$5 Million for commercial general liability, \$5 Million for automobile, and carry an excess umbrella liability policy with limits of \$10,000,000 per occurrence and in the aggregate.

**SMALL WIRELESS COMMUNICATION FACILITIES**

**MASTER LEASE AGREEMENT**

**between**

**THE CITY OF FEDERAL WAY**

**and**

**SEATTLE SMSA LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS**

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This SMALL WIRELESS COMMUNICATION FACILITIES MASTER LEASE AGREEMENT hereinafter ("Agreement") is entered into by and between the City of Federal Way, a municipal corporation of the state of Washington, hereinafter referred to as (the "City"), and Seattle SMSA Limited Partnership d/b/a Verizon Wireless, hereinafter referred to as (the "Company").

#### RECITALS

**WHEREAS**, the City owns certain improved real property and structures, described in Exhibit A, attached hereto and incorporated herein (the "City Poles"), and

**WHEREAS**, the City owns the City Poles in its proprietary capacity; and

**WHEREAS**, the Company is engaged in the operation of small wireless facilities ("Small Wireless Facilities", as further defined below) and desires to license from the City, and the City is willing to license the City Poles, described in Exhibit A, attached hereto and incorporated herein.

**NOW THEREFORE**, for valuable consideration the sufficiency of which is hereby acknowledged and in consideration of the terms, conditions, covenants and performances contained herein, it is mutually agreed as follows.

#### TERMS OF LEASE

##### 1. Definitions.

1.1. "City Poles" means street light poles owned and operated by the City in public right-of-way and public utility easements adjacent to the right-of-way and approved for Company's Site Equipment as further described on Exhibit A. The term "City Poles" does not include real property owned by City or the fixtures located thereon or improvements there to, including but not limited to, buildings, water towers and parks.

1.2. "Government Approvals" includes all federal (e.g. FCC and FAA requirements), state and local permits and approvals, including the franchise and compliance with the Federal Way Revised Code (FWRC).

1.3. "Make-Ready Work" means the work required on or in a City Pole to create space for the Site Equipment, which may include, but is not limited to replacing and/or reinforcing the existing City Pole to accommodate the Site Equipment, or rearrangement or transfer of existing Site Equipment and the facilities of other entities, including any necessary fiber connections and electrical power, as further described in Section 13.

1.4. "Site Equipment" means antennas and any associated utility or equipment box, and transmitters, receivers, radios, amplifiers, ancillary fiber-optic cables and wiring, and ancillary equipment for the transmission and reception of radio communication signals for voice and other data transmission, including the means and devices used to attach Site Equipment to City Poles, peripherals, and wiring, cabling, power feeds, and any approved signage attached to the City Poles as further depicted on Exhibit B.

1.5. "Site Lease Addendum" means the document in the form substantially similar to Exhibit C that, when fully executed, incorporates the provisions of this Agreement and authorizes the Company to install, operate, repair, replace, and maintain the Site Equipment on City Poles identified in the specific Site Lease Addendum. A Site Lease Addendum is required in addition to a small wireless facility permit and any right of way use permits required by the City.

1.6. "Small Wireless Facility" means a "small wireless facility" as defined in 47 CFR 1.6002.

## 2. City Poles

2.1. The City represents as follows:

2.1.1. it owns the City Poles and all appurtenances;

2.1.2. it is fully authorized to enter into this Agreement; and

2.1.3. the individual executing this Agreement is authorized to bind the City to the provisions contained herein.

2.1.4. The City hereby licenses to Company a portion of the City Poles, identified on Exhibit A and as approved on the Site Lease Addenda, the form of which is attached hereto and incorporated herein by reference, together with non-exclusive access rights to and from the City Poles, sufficient for Company's use of the City Poles, as outlined in Section 11 herein. This Agreement allows Company to utilize City Poles within the present limits of the City and as such limits may be hereafter extended through annexation.

2.2. Company's use of an individual City Pole is subject to the City's prior approval of a Site Lease Addendum for each City Pole. City Public Works is authorized to use and modify the Site License Addendum (See Exhibit C) as necessary to adequately review the specific installation sites and is authorized to review and approve Site License Addenda once submitted by the Company.

2.3. The authority granted by this Agreement is a limited, non-exclusive authorization to occupy and use certain City Poles as approved by a Site Lease Addendum. Such use must also follow the Federal Wireline Code (the "FWRC") and all other federal, state, and local laws and regulations. The provisions of this Agreement are expressly contingent upon the approval by the City Council of a valid telecommunications franchise which expressly authorizes the deployment of Small Wireless Facilities in the public right of way.

2.4. Nothing contained within this Agreement shall be construed to grant or convey any right, title, or interest in the City Poles to the Company other than for the purpose of placing and operating the Site Equipment. Further, nothing in this Agreement shall be interpreted to create or vest in Company any easement or other ownership or property interest to any City Poles, property, or rights-of-way. This Agreement shall not constitute an assignment of any of the City's ownership of or other rights to City Poles, property, or rights-of-way.

## 3. Allowed Use.

3.1. Company may install, operate, maintain, remove, repair and replace, at Company's sole responsibility and expense, Small Wireless Facilities that are consistent with the Site Lease Addendum. Company shall not use the City Poles for any other purpose whatsoever without the prior written consent



of the City, which consent may be withheld for any lawful reason. This Agreement does not grant Company the right or license to utilize City Poles for facilities other than Small Wireless Facilities.

3.2. Prior to use of the City Poles by Company, Company and City must execute a Site Lease Addendum, in the form substantially similar to Exhibit C, that covers the specific Small Wireless Facilities and location of the specific City Poles.

3.3. Company, in the performance and exercise of its rights and obligations under this Agreement, shall not materially or harmfully interfere in any manner with the existence and operation of any and all existing and future public and private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, traffic signals, communication facilities owned by the City, cable television, location monitoring services, public safety and other existing telecommunications equipment, utility, or municipal property, without the express written approval of the City or owners of the affected property or properties, except as permitted by applicable laws or this Agreement.

3.4. All Site License Addenda are subject to the terms and conditions of this Agreement. Further, the Company acknowledges and agrees that as a result of the City's review of the Site Lease Addenda, the City may deny the installation of Site Equipment outright or require additional terms and/or conditions reasonably related to special circumstances at the subject City Pole location which will be stated in each Site Lease Addendum. The City is under no obligation to accept the installation of the Site Equipment on the City Poles if it determines in its reasonable judgment that the installation will interfere in any way with the City's primary use of the City Poles, or of the public right of way for transportation purposes, including transportation signalization or public safety, city utility, communication facilities or electrical facilities and their maintenance and operations or the City determines that such installation would conflict with City policy as expressed by law, ordinance or regulation.

3.5. Company represents, warrants and covenants that its Site Equipment installed pursuant to this Agreement and each Site Lease Addendum will be utilized solely for providing the following services: the provision of data and voice coverage and capacity for mobile device users or wireless data services. Company is not authorized to and shall not use its Site Equipment to offer or provide any other services not specified herein without prior written permission from the City, and without first obtaining any other necessary permits and approvals, including but not limited to installation and operation of wires and facilities to provide backhaul transmission service to a third party or the expansion of the facility to include additional antenna, radios and other infrastructure that would eliminate concealment or transform the City Poles into a micro or macro cell site as such terms are defined by state and federal law.

3.6. Company shall not place any advertising or lighting devices in, on or about the City Poles, unless such signs or lighting are a part of the design of the pole and provide a public benefit as approved by the City. Examples of installations providing a public benefit include way signage and civic banners. However, Company is required to place a sticker with the contact name and number so that the City can contact the Company as necessary for repairs and in emergency situations.

#### 4. **Effective Date**

All references in this Agreement to the "Effective Date", "the date hereof", or similar references shall refer to \_\_\_\_\_. If no date, then date of last signature.

#### 5. **Term**

The term of this Agreement shall commence as of the Effective Date and shall expire ten (10) years from

effective date ("Initial Term" or "Term"). This Agreement will automatically renew for one five (5) year period (the "First Renewal Term"), unless Company provides the City at least ninety (90) days' written notice of its intent not to renew prior to the end of the Initial Term or unless the franchise between the parties is terminated. At the expiration of the First Renewal Term, this Agreement will automatically renew for one more five (5) year period (the "Second Renewal Term"), unless either party provides the other party at least ninety (90) days' written notice of its intent not to renew prior to the end of the First Renewal Term. The Initial Term, First Renewal Term, and Second Renewal Term will collectively hereinafter be referred to as the "Term". Within ninety (90) days of the fifth (5th) anniversary and the tenth (10th) anniversary of the Effective Date, the parties will meet and confer in good faith regarding the following terms: bonding requirements, insurance levels, extension of the term, and resolution of any compliance issues, and the parties shall modify such terms as deemed reasonably necessary by the City to ensure the public health, safety and welfare. A Site Lease Addendum shall not extend this Agreement; each Site Lease Addendum shall terminate with the expiration or termination of this Agreement, unless this Agreement is extended by mutual agreement of the parties.

## **6. Compensation**

6.1. Prior to execution of this Agreement, Company shall pay a one-time fee for the City's actual incurred administrative costs related to the development of this Agreement, as provided in a Fee Schedule pertaining to the siting of Small Wireless Facilities approved by City Council, and as may be amended from time to time by the City Council (the "Fee Schedule"). If the amount of administrative costs exceed the amount on the Fee Schedule, then the Company shall pay to the City such additional, reasonable and documented costs within thirty (30) days of an invoice by the City.

6.2. Company is permitted, but not required, to reserve up to ten (10) City Poles at any one time, prior to submitting a Site Lease Addendum for such City Pole. This reservation will expire six (6) months from the date of reservation (the "Reservation Period"), unless Company has submitted a Site Lease Addendum for the specific City Pole. The fees associated with reserving the City Pole shall be in accordance with the Fee Schedule. The City will not approve a Site Lease Addendum from another applicant for any reserved pole during the Reservation Period.

6.3. Company shall be responsible for paying a non-refundable administrative fee for the processing and review of the Site Lease Addenda as further described in the Fee Schedule (the "Administrative Fee") for each City Pole requested in a Site Lease Addendum submitted for review and approval. The Administrative Fee shall be submitted with every Site Lease Addendum as a prerequisite to begin review of the Site Lease Addendum. Company shall have the right to amend the Site Lease Addendum to correct errors or provide additional information without having to pay a second Administrative Fee. Any additional, reasonable and documented costs incurred by the City in excess of the Administrative Fee shall be paid by the Company within thirty (30) days of an invoice by the City. The Administrative Fee may be modified based on the City's analysis of actual costs as described in the Fee Schedule.

6.4. Company shall pay to the City the Rent for each Site Lease Addendum, in advance, on the first day of January through the Term of the Agreement, without any prior notice or demand therefor, and without deduction, offset, abatement, or setoff. "Rent" in the year in which the Site Lease Addendum is submitted to the City shall be included in the Administrative Fee, unless Rent is increased as described in Section 6.5 below; thereafter, the Rent is as described in the Fee Schedule, as may be amended by the City Council. As of the date of the Effective Date of this Agreement, Rent will be based upon actual cost to the City or \$270, unless Section 6.5 applies. Rent shall be due regardless of whether Company has installed the Site Equipment on the City Pole, provided that the City has approved the Site Lease Addendum for the City Pole.

6.5. If the Federal Communications Commission's Declaratory Ruling published in the federal register on October 15, 2018 ("Declaratory Ruling") as it pertains to fees for the usage of City Poles is repealed, modified or overturned, in a manner which allows the City to charge additional fees beyond actual costs to the City, the parties agree that Rent shall increase to the fair market value for the use of the City Poles as determined by the City in the Fee Schedule, as may be amended by the City Council. If the Company disagrees with the new Rent amount it may utilize the arbitration process described in RCW 35.21.860, provided that it requests arbitration within thirty (30) days of the approval of the revised Fee Schedule by the City Council. The increase in Rent for all City Poles in which Company has an approved Site Lease Addendum shall be due sixty (60) days after the City issues the revised Fee Schedule. Rent in the year in which the Site Lease Addendum is submitted to the City shall be paid in full by the Company upon receipt of an approved Site Lease Addendum from the City, and not prorated for a partial year. If after implementation of the increased Rent rate, applicable law is modified so that the increased Rent rate is no longer consistent with applicable law ("Change of Law"), then the Parties agree to promptly amend the Agreement to revise the increased Rent rate consistent with such Change of Law effective as of the date the Change of Law occurred.

6.6. Rent is due annually on or before the 1st of January for the coming year. The Rent as described in Section 6.5 will increase as of January 1st of each successive year by adding an adjustment equal to the greater of the Consumer Price Index for Seattle-Tacoma-Bellevue or three percent (3%) over the Rent paid for the immediately preceding year.

6.7. Company is responsible for and agrees to reimburse the City for electrical service for its Site Equipment. The reimbursement of such electrical services shall be paid to the City if required by the City's electric utility. Company agrees to place an electrical meter on the City Pole if required by the City to determine electrical usage and if permitted by the local utility provider. Notwithstanding the foregoing, Company reserves the right to contract directly with the City's electric utility for the provision of electrical service to its Site Equipment.

6.8. Rent shall be delivered or mailed to the City of Federal Way, attn: Public Works Department. Rent payment must reference the pole location and assigned site identification number.

6.9. Receipt of any Rent or other fees by the City, with knowledge of any breach of this Agreement by Company, or of any default on the part of Company in the observance or performance of any of the conditions or covenants of this Agreement, shall not be deemed a waiver of any provision of this Agreement nor limit the City's remedies to address such breach or default.

6.10. If after the end of the Term, Company continues to maintain Site Equipment on the City Poles without entering into a new license with City, and/or City has not provided written notice to Company that the Agreement will not be renewed, Company shall become a tenant whose occupancy may be terminated upon thirty (30) days written notice. Company shall pay Rent during the hold over period for all Site Lease Addenda in the amount of One Hundred-Fifty percent (150%) of the annual Rent (the "Holdover Rate").

6.11. If any sums payable to City under this Agreement are not received by the City on or before the fifth (5th) day following its due date, Company agrees to pay interest compounded at the rate of one percent (1%) per month from the due date or the highest rate allowed by law, whichever is greater, but not to exceed eighteen percent (18%) in any event for all Site Lease Addenda for which payment was not received. Where a check is returned to the City by a bank or other financial institution with the indication that the check cannot be honored, there shall be a fee assessed to Company based on the current statutory maximum allowed. City and Company agree that such charges represent a fair and reasonable estimate of the costs incurred by City by reason of late payments and uncollectible checks, and the failure by Company

to pay any such charges by no later than thirty (30) days after Company's receipt of written demand therefore by City shall be a default under this Agreement. City's acceptance of less than the full amount of any payment due from Company shall not be deemed an accord and satisfaction, waiver, or compromise of such payment unless specifically agreed to in writing by City.

6.12. City hereby agrees to provide to Company certain documentation (the "Rental Documentation") evidencing City's interest in, and right to receive payments under, this Agreement, including a complete and fully executed Internal Revenue Service Form W-9, or equivalent, for any party to whom rental payments are to be made pursuant to this Agreement. From time to time during the Term of this Agreement and within thirty (30) days of a written request from Company, City agrees to provide updated Rental Documentation in a form reasonably acceptable to Company.

7. **Taxes, Assessments & Utilities.** In addition to the Rent, Company shall pay annually in advance to the City the then current, applicable leasehold excise tax, unless the Company is centrally assessed by the State of Washington and provides documentation, that is acceptable to the City, of its central assessment, which evidence shall then be attached to this Agreement as Exhibit D. If Company is centrally assessed by the State of Washington and Company provides satisfactory evidence of its central assessment to City, then for any and all periods that Company reports the property as operating property, as defined in RCW 84.12.200, Company will not be required to pay leasehold excise tax to City. Should the City collect from Company and pay to the Department of Revenue leasehold excise tax which is subsequently determined to be a duplicate payment or over-payment of tax by Company, Company shall not have any claim against the City, but shall look directly to the Department of Revenue for reimbursement.

## 8. **Permits**

8.1. Prior to performing any construction, maintenance or repair work on the City Poles, the Company shall secure all necessary federal (including any FCC or FAA requirements), state and local permits and approvals (collectively referred to hereinafter as "Government Approvals") at its sole expense. The City hereby authorizes Company to make any and all applications and/or submissions necessary to obtain all Government Approvals from all applicable governmental and/or regulatory entities required for construction, maintenance, or operation of the Site Equipment on the City Poles. Notwithstanding the above, the City has certain obligations and procedures as a municipality, including but not limited to permitting procedures, zoning requirements and Council approval requirements, and nothing in this Agreement shall be interpreted or applied to deprive the City of the exercise of its administrative or quasi-judicial discretion in any Governmental Approval process, or prevent it from otherwise adhering to its procedures or exercising its obligations under the FWRC.

8.2. Company must obtain Governmental Approvals for each Site Lease Addendum prior to the commencement of any build-out of the Site Equipment. Company shall complete installation of its Site Equipment and commence operations within one (1) year after receipt of Government Approvals. No Site Equipment shall be permitted on the City Poles prior to the granting of such Governmental Approvals. Failure of Company to complete installation, commence operation of the applicable Site Equipment, or apply for Governmental Approvals, as provided above, shall allow the City to terminate the affected Site Lease Addendum upon thirty (30) days' written notice to Company. Company may request, in writing, an extension of the timelines listed in this Section 8.2 for up to an additional three (3) months, provided it has received Government Approvals and commenced installation, which extension shall not be unreasonably withheld, conditioned or delayed.

**9. Non-Interference with City Poles**

9.1. The City shall not be responsible for interference with the Company's Site Equipment caused by the electronics equipment of the City or any senior lessee or licensee on the City Poles. If such interference occurs and cannot be remedied within thirty (30) days after notice, then the Company may cancel the Site Lease Addendum pursuant to Section 29.2.1, without penalty.

9.2. Company has an obligation to cooperate with other users of the City Poles to remedy interference. Further, Company may not cause harmful interference (as defined in 47 C.F.R. Section 90.7, 47 C.F.R. Section 101.3, and the radio frequency regulations for any other equipment or technology which is present at the subject City Pole) with the equipment of the City or of senior lessees or licensees. City usage may include operation of wireless transceivers attached to City Poles. Within seventy-two (72) hours after notice, Company shall remedy interference caused by Company's Site Equipment. Failure of Company to remedy such interference shall be cause for the City to either disconnect power to the Site Equipment on the specific City Pole or terminate the Site Lease Addendum consistent with Section 28.1.

9.3. Outside of the historic and/or primary use, which includes but is not limited to traffic control infrastructure, emergency management, street lighting, and decorative features such as planters and banners, including future planned primary use of the City Poles, the City shall not use, nor shall the City permit its tenants, employees, or agents to use any portion of the City Poles that are subject of a Site Lease Addendum in any way which materially interferes with the operations of Company authorized by this Agreement. Such new interference shall be terminated within seventy-two (72) hours upon written notice to the City. Notwithstanding the foregoing nothing in this Section shall be construed to imply that Company is seeking or entitled to an exclusive license with the City which will interfere with the historic, and/or primary use, including future primary use of the City Poles by the City.

9.4. The City agrees that it will require any other subsequent occupants outside of the historical uses of the City Poles, which historical uses shall include emergency management, to provide to Company and the City the same assurances against interference, and any subsequent occupants outside the historical uses of the City Poles shall have the same obligation to eliminate any harmful or unreasonable interference with the operations of Company caused by the subsequent occupants. To the extent any Company Site Equipment interferes or disturbs equipment owned by any third party, Company shall notify such third party directly and shall make good faith efforts to resolve the matter with such third party prior to involving the City.

**10. Radio Frequency Interference Study**

10.1. Company must comply with all laws, including all laws relating to the allowable presence of or human exposure to Radiofrequency Radiation ("RFs") or Electromagnetic Fields ("EMFs") on or off the City Poles, including all applicable FCC standards, whether such RF or EMF presence or exposure results from the Site Equipment alone or from the cumulative effect of the Site Equipment added to all other sources on or near the City Poles. Company shall, at its own cost and expense, perform an RF emissions test following installation to validate that the Site Equipment, once installed, complies with the FCC standards.

10.2. If, after Company initiates operation of its Site Equipment, the City has reason to believe that Company's operation of its Site Equipment has caused or is causing any electrical, electromagnetic, radio frequency, or other harmful interference with the operation and use of any other authorized communications facilities on the City Poles, whether operated by the City, emergency network or another pre-existing lessee, user or occupant with rights prior in time to Company, upon notice, Company shall promptly commence curative measures until the interference has been corrected to the reasonable

satisfaction of the City of the facilities being interfered with. If such interference has not been corrected within thirty (30) days of Company's receipt of the initial notice from City, Company shall remove the interfering equipment, or portions thereof causing the interference. If, after removal, the interference continues, then Company or City may terminate the Site Lease Addendum upon thirty (30) days' notice to the other party and neither party shall have any further obligations or responsibilities under the Site Lease Addendum.

10.3. Company shall not affix or mount any antennas, devices, equipment or related material, in any manner or in any location which would cause degradation in the operation or use of communications systems at the City Poles which serve the City or other users. This would include but not be limited to adversely impacting the received or transmitted signal strength or patterns of any systems at the site serving the needs of the City. If at any time the operation of Company's Site Equipment interferes with the reception or transmission of public safety, utility or traffic signalization communications, Company shall immediately cease operation of the site or the specific portion of the Site Equipment causing the interference until such time as the interference is corrected.

#### 11. City Poles Access & Security

Company shall comply with the following:

11.1. Company is hereby granted a non-exclusive right to access the City Poles for maintenance, operation and/or repair of the Site Equipment. Company is required to pull all applicable permits for maintenance, operation, and/or repair (for example, right of way use permits).

11.2. Except in an emergency situation, Company shall use commercially reasonable efforts to perform such repairs during such hours as will minimally interfere with the City's primary use of the City Poles. Company is required to give forty-eight (48) hours advance notice to the City before accessing the City Poles to perform normal/regular maintenance of the Site Equipment or such other period of time as required by the Blanket Annual Right-of-Way Permit.

11.3. Company shall be permitted access to the Site Equipment without being required to give notice in the event of an emergency, provided that the Company shall submit to the City, no later than forty-eight (48) hours after the emergency, or if such 48-hour period falls on a Saturday or Sunday, the following business day, a written report describing the emergency and the reason(s) why immediate access to the City Poles was required. In the event of (i) a public emergency, such as, but not limited to, road failure, evacuation, natural disasters, hazardous substance spills, fatal or serious injury accidents, and/or (ii) during City use at the City Poles, Company's access may, at the reasonable discretion of the City, be temporarily limited or restricted; provided, that any temporary limitation or restriction in Company's access shall be restored as soon as the circumstances shall allow, as determined by the City, in its sole discretion.

11.4. Company shall designate a Site Equipment Manager or a Local Government Affairs Designee, and a secondary contact person to serve as the primary point of contact for the City with regard to Site Equipment located on City Poles. The contact information for such contacts is attached hereto as Exhibit G. Company may designate a new Site Equipment Manager or Local Government Affairs Designee by providing notice to the City pursuant to Section 34.5. Company shall communicate and provide notice to the City staff designated on Exhibit G for all maintenance and access requirements.

11.5. Company shall meet with the City, and other telecommunications operators if necessary, upon request, to schedule and coordinate construction and maintenance of the City Poles, Site Equipment and use of the right-of-way.



11.6. Outside the City's regular business hours, Company shall be required to contact the on-call staff detailed on Exhibit G to make arrangements for City staff to provide access. Company shall be responsible for any reasonable costs incurred for the on-call time to respond to the after-hours access. Payment is due thirty (30) days after receipt of invoice.

12. **Hazardous Materials**

Company shall not cause or permit any Hazardous Materials to be brought upon, stored, used, released or disposed of on the City Poles which would cause the City Poles to be in violation of any applicable laws or which would require remediation or correction to the City Poles. "Hazardous Materials" means any dangerous, toxic or harmful substance, material or waste that is or becomes regulated by any local government authority, the State of Washington, or the United States Government due to its potential harm to the health, safety or welfare of humans or the environment. Company shall be responsible for all spills or other releases of any Hazardous Materials that may occur on the City Poles arising out of Company's activities or caused by the Company, its employees, contractors, subcontractors, or invitees. At Company's sole cost, Company shall promptly conduct any investigation and remediation as required by any applicable laws.

13. **Pole Replacement.**

13.1. Upon adoption of a city standard small wireless facility pole design(s) within the Public Works Engineering & Construction Standards, the Company shall utilize such pole design or may request modifications to the standard pole design to accommodate its small wireless facility without substantially changing the outward visual and aesthetic character of the design. The Company, upon a showing that use or modification of the standard pole design is either technically or physically infeasible, or that the modified pole design will not comply with the City's ADA, sidewalk clearance requirements and/or would violate electrical or other safety standards, may deviate from the adopted standard pole design and propose a different pole design that is consistent with the requirements of the FWRC.

13.2. Company shall bear all costs for all Make-Ready work, including installing Site Equipment, replacing or retrofitting existing City Poles and running all electrical and telecommunications wiring and conduit to the City Pole. Such costs shall include, but are not limited to, costs for dismantling, removal and disposal of the existing City Poles and appurtenances in compliance with the FWRC, removal and replacement of foundation, replacement streetlight, placement and/or replacement of junction boxes to non-skid boxes, placement of additional conduit, and geotechnical analysis (as appropriate for soil and foundation stability, etc.), applicable restoration of the right-of-way, replacement of hardscape, vegetation or other existing urban design features impacted by the work. Any such replacement shall be subject to prior approval by the City and approved as part of the Site Lease Addendum. If Company or a third party, other than City or Company, acting on Company's behalf would have to rearrange or adjust any of its facilities in order to accommodate the Site Equipment, Company shall be responsible, at Company's sole expense, to coordinate such activity and to pay any such third party for any related expenses. If Company is requested by a third party who has the right to be on the City Pole, to relocate or adjust any Site Equipment to accommodate that third party's facilities, subject to City's written approval of such relocation, Company shall reasonably cooperate with such request.

13.3. The design and appearance of any such replacement poles will need to be approved by City through a Site Lease Addendum prior to installation. The approval of the Site Lease Addendum shall be conditioned on the completion of all Make-Ready Work needed to establish full compliance with the latest

edition of the National Electric Safety Code, and with City's regulatory rules and the Public Works Engineering & Construction Standards, and any applicable ADA requirements.

13.4. Upon inspection and acceptance by the City, the Company agrees to assign ownership of any replacement pole (together with the foundation and related access conduits, handholds, etc.) to the City, and prepare any ancillary documentation or agreement. City may require Company to deliver written evidence (reasonably acceptable to the City) of the deed of dedication of the replacement pole (together with the foundation and related access conduits, handholds, etc.), along with the assignment of any warranties applicable to the replacement pole, including, without limitation, manufacturer's, installation, and other service provider warranties.

13.5. Where City approves the installation of a replacement pole, the pre-existing pole and foundation must be removed, to the extent required by the City, by Company within ten (10) business days after the installation of the replacement pole and restored to a condition equal to or better than existed prior to such removal.

13.6. Company shall not place any advertising or lighting devices in, on or about the City Poles, unless such signs or lighting are a part of the design of the pole and provide a public benefit as approved by the City. Examples of installations providing a public benefit include wayfinding signage and civic banners. However, Company is required to place a sticker with the contact name and number so that the City can contact the Company as necessary for repairs and in emergency situations.

13.7. A prototype for a City Pole with Site Equipment may be required to be constructed at a site designated by the City for the City's review and approval prior to installation of a Small Wireless Facility on a City Pole, only if there is a deviation from the standard small wireless facility pole design, in order to establish the design and technical feasibility of the Company's Site Equipment, such technical feasibility shall include, but is not limited to, testing for interference with traffic control devices, electrical equipment, lighting, and wireless transceivers. In the alternative to providing a prototype within the City, Company may provide the City with the site location of an existing small wireless facility with the proposed pole design, provided such site location is within forty (40) miles of the City.

13.8. Any replacement pole must include a method by which the City may install a City-standard pole on the replacement pole foundation, in order to ensure that the City can continue to provide street lighting if such replacement pole were ever removed. This can be achieved by either following the same bolt pattern as the existing City Poles, by providing adapter plates to the City, or through another mutually agreeable method, in order to ensure that the City may install a standard Federal Way street light pole on the same foundation in case of knock-down, abandonment, or other reason in which the pole needs to be replaced.

#### 14. **Maintenance/Stewardship**

14.1. Company shall, at its own expense and at all times, keep the Site Equipment in good order, repair and condition and keep and use the City Poles in accordance with all laws. Company shall permit or cause no waste, damage or injury to the City Poles. Company is responsible for any damage caused to City Poles by Company and shall coordinate with City an appropriate schedule and plans for repairs to any damaged City Poles. City acknowledges and agrees that Company shall not be responsible for ongoing maintenance of lighting on any City Poles.

14.2. City shall have no obligation to the Company to maintain or safeguard the City Poles, except that City shall not intentionally permit access to the Site Equipment to any third party without the prior approval of Company, except as otherwise provided herein or in an emergency situation.

15. **Repairs by City; Increased Maintenance Costs; Emergency Situations**

15.1. City reserves the right to make alterations, repairs, maintenance, additions, removals, improvements, and all other similar work to all or any part of the City Poles for any purpose. City shall make a good faith effort to give Company five (5) days prior notice of any City work if such work will impair the operation of the Site Equipment, except in the case of an emergency, in which case, City will provide as much advance notice as is feasible under the circumstances. Such notice shall be given to Company or the Company's Site Equipment Manager, if one is available. Further, City shall allow a representative of Company to observe the work and City shall take reasonable steps not to disturb Company's normal use of the Site Equipment. Company's use of the City Poles may not impede or delay City's authority and ability to make any changes to the City Poles.

15.2. Pursuant to the design requirements agreed to between the City and Company, Company shall install a disconnect mechanism to enable the City to temporarily disconnect Company's Site Equipment in order to safely work on the City Poles or in case of an emergency. If the disconnect mechanism is utilized by the City, the City must turn the Site Equipment back on or otherwise reconnect the Site Equipment when the work is complete.

15.3. City shall have no duty to Company to make any repairs or improvements to the City Poles.

15.4. City is not responsible for any third party damage to Site Equipment or the City Pole.

15.5. In the event that the presence of Company's Site Equipment on the City Poles results in increased maintenance or repair costs to the City, Company shall, within thirty (30) days of receipt of written notification by the City, which shall include documentation evidencing such increase as the result of Company's use, pay City for the incremental maintenance or repair costs incurred by the City, if such costs exceed the Rent amount described in Section 6.4.

15.6. In the event of any emergency in which any of Company's Site Equipment endangers the property, life, health, or safety of any person, entity or the City Poles, or if Company's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any person, entity or the City, Company shall immediately take the proper emergency measures to repair its Site Equipment and to cure or eliminate the dangerous conditions for the protection of property, life, health, or safety of any person, entity or the City. Company shall notify the City, orally or in writing, as soon as practicable following the onset of the emergency. The City retains the right and privilege to take proper emergency measures, as the City may determine to be necessary, appropriate, or useful in response to any public health or safety emergency. If the City becomes aware of an emergency before the Company, then the City shall notify Company by telephone promptly upon learning of the emergency and shall exercise reasonable efforts to avoid an interruption of Company's operations.

15.7. The City will not be liable in any manner, and Company hereby waives any claims, for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of the City's access to the Site Equipment, including the removal of Company's Site Equipment from a City Pole in an emergency.

15.8. City shall not be liable for any damages to any person or property, nor shall Company be relieved from any of its obligations under this Agreement, as a direct or indirect result of temporary interruption in the electrical power provided to the City Poles. Under no circumstance shall City be liable for indirect, special, incidental, or consequential damages resulting from such an interruption.

16. **Sub-license & Assignment by Company**

16.1. Company may not sublicense or co-locate any other broadcast equipment on the City Poles, without express written consent by City, which consent will not be unreasonably withheld.

16.2. Neither this Agreement, nor any rights created by it, may be assigned, or transferred without the express written permission from the City. Any such assignment shall be in writing on a form approved by the City and shall include an assumption of this Agreement and Company's obligations hereunder by the assignee.

16.3. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral. Further, no assignment or transfer of this Agreement shall be deemed to occur based on the public trading of Company's stock; provided, however, any tender offer, merger, or similar transaction resulting in a change of control shall be subject to the provisions of this Agreement.

16.4. Notwithstanding the foregoing, Company may assign its interest in this Agreement, without the City's consent, to any entity which controls, is controlled by, or is under common control with Company, or to any entity resulting from any merger or consolidation with Company, or to any partner or member of Company, or to any partnership in which Company is a general partner, or to any person or entity which acquires fifty-one percent (51%) or more the ownership of Company or fifty-one percent (51%) or more of the assets of Company, or to any entity which obtains a security interest in a substantial portion of Company's assets. Further, Company may assign this Agreement and/or any Site Lease Addendum to any entity which acquires all or substantially all of Company's assets within the State of Washington by reason of a merger, acquisition or other business reorganization without approval or consent of City. Any assignment as provided in this Section 16.4 shall be conditioned upon an assumption of all obligations of Company under this Agreement by the assignee; and provided further, that Company shall provide the City with a copy of said written assignment, acceptable to the City, and a copy of the additional insured endorsement and Certificate of Insurance in a and any applicable bonds, all on forms acceptable to the City, prior to the effective date of the assignment.

16.5. The City's consent to one assignment shall not waive the requirement of obtaining the City's consent to any subsequent assignment.

16.6. Except for a permitted assignment as provided in Sections 16.3 and 16.4, Company shall reimburse the City on demand for any reasonable costs that the City incurs in connection with any proposed assignment, including the costs of investigating the acceptability of the proposed assignee and legal costs incurred in connection with considering any requested consent.

16.7. **[ONLY APPLICABLE FOR INFRASTRUCTURE COMPANIES]** The Parties acknowledge that Small Wireless Facilities deployed by Company on a City Pole pursuant to this Agreement may be owned and/or remotely operated by a third-party wireless carrier customer ("Carriers") and installed and maintained by Company pursuant to existing agreements between Company and a Carrier. The Site Equipment shall be treated as Company's Site Equipment for all purposes under this Agreement and any applicable Site Lease Addendum. Company shall remain solely responsible and liable for the performance of all obligations under this Agreement and applicable Site Lease Addenda with respect to any Site Equipment owned and/or remotely operated by a Carrier. Company shall identify on the Site Lease Addenda the identity of the Carrier on whose behalf it is operating the Site Equipment on each City Pole. Company is not required to submit its contract with such Carrier.

17. **Sub-license & Assignment by City**

17.1. Should the City sell, lease, license, transfer, or otherwise convey all or any part of the City Poles that are the subject of this Agreement to any transferee other than Company, such transfer shall be subject to this Agreement.

17.2. The City retains the right to sublicense or enter into any type of agreement for any portion of the City Poles for any reason, including but not limited to, co-locating wireless facilities, if it will not harmfully or unreasonably interfere with the Company's use of the City Poles.

17.3. The City may transfer and assign its rights and obligations hereunder, and no further liability or obligation shall thereafter accrue against the City hereunder, provided that the assignee or transferee assumes, in writing, all of the City's obligations under this Agreement, which shall remain in full force and effect.

18. **Improvements, Fixtures and Personal Property; Inspection by City**

18.1. The City agrees that, notwithstanding any provision of statutory or common law, the Site Equipment and any other Company improvements to the City Poles, including but not limited to personal property, shall remain the exclusive property of the Company.

18.2. The approved designs of the Site Equipment on a City Pole pursuant to a Site License Addendum are concealment elements intended to maintain the look of a light pole. Accordingly, except with respect to a Minor Modification, any material revision to the Site Equipment listed on a Site Lease Addendum after initial installation shall require the City's prior written approval. Such City approval shall be memorialized in an amendment to the Site Lease Addendum for which Company shall submit an Administrative Fee consistent with Section 6.3. As used in this Section 18.2, "Minor Modification" shall mean routine maintenance and repair of the Site Equipment, or the replacement of an antenna or equipment of similar size, weight and height, provided that such replacement adheres to the requirements of the FWRC and Exhibit B, and does not impact the structural integrity of the pole. Notwithstanding the foregoing, the City and Company acknowledge and agree that the City may, in its discretion, deny any proposed modification to the Site Equipment that undermines or otherwise defeats the concealment elements of a City Pole, as described or depicted in the FWRC or Exhibit B.

18.3. The City may, from time-to-time, access the City Poles to inspect any work done by Company to ensure compliance with the approved plans and specifications, to require reasonable revisions to ensure that the respective uses of the City Poles are compatible, or otherwise. This right to inspect shall not impose any obligation upon the City to make inspections to ascertain the safety of Company's improvements or the condition of the City Poles.

19. **Destruction of or Damage to the City Poles or any Site Structures.**

19.1. If a City Pole or any structure on a City Pole is destroyed or damaged by collision, fire or casualty so as to render the City Poles and/or Site Equipment unfit for use by the City or Company, then the City, at its sole discretion, may replace such destroyed or damaged pole with another pole or a standard City Pole, even if such replacement pole is not capable of maintaining the Site Equipment. The Company may request to reinstall the Site Equipment or to replace the pole itself consistent with the applicable Site Lease Addendum, and City shall approve such request provided that such reinstallation is consistent with

the currently approved Site Lease Addendum. If Company does not wish to reinstall the Site Equipment, Company may terminate or amend the Site Lease Addendum without penalty.

19.2. If the Company chooses to reinstall the Site Equipment or a replacement pole and such replacement pole or Site Equipment differs from the approved Site Lease Addendum, then Company shall submit a new Site Lease Addendum or shall amend the Site Lease Addendum.

19.3. City shall not be liable to Company for any direct or indirect or consequential damages including but not limited to inconvenience, annoyance, or loss of profits, nor for any expenses, or any other damage resulting from the collision, fire or casualty, nor from the repair of such damage.

20. **Condemnation**

If all or any portion of the City Poles is needed, taken, or condemned for any public purpose such that Company cannot use its Site Equipment on the City Poles, either party may terminate this Agreement or the applicable Site Lease Addendum without penalty. All proceeds from any taking or condemnation of the Site or City Poles shall belong and be paid to the City. Company shall have all rights to its Site Equipment and personal property if such equipment or personal property are included in any taking or condemnation.

21. **Insurance**

21.1. At Company's sole cost and expense, Company shall maintain throughout the term of this Agreement insurance as set forth in Exhibit E, attached hereto and incorporated herein.

21.2. Company's maintenance of insurance as required by this Section 21 shall not be construed to limit the liability of Company to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Company's maintenance of insurance policies required by this Agreement shall not be construed to excuse unfaithful performance by Company.

22. **Hold Harmless.**

22.1. The City and its elected and appointed officials, officers, employees, contractors, representatives and agents ("Indemnitees") shall not be liable for injury or damage to any persons or property, including City Poles, resulting from the installation (including without limitation Company's replacement of City Poles), operation or maintenance of the Site Equipment on the City Poles.

22.2. Company releases, covenants not to bring suit, and agrees to indemnify, defend, and hold harmless the Indemnitees from any and all claims, costs, judgments, awards, or liability to any person, for injury or death of any person, or damage to property caused by or arising out of any acts or omissions of Company, its agents, servants, officers, employees and contractors in the performance of this Agreement and any rights granted within this Agreement.

22.3. Inspection or acceptance by the City of any work performed by Company at the time of completion of construction shall not be grounds for avoidance by Company of any of its obligations under this Section 22. These indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be compromised.

22.4. The Indemnitees shall promptly notify Company of any claim or suit and request in writing that Company indemnify the Indemnitees. The Indemnitees' failure to so notify and request indemnification shall not relieve Company of any liability that Company might have, except to the extent that such failure prejudices Company's ability to defend such claim or suit.



22.5. Company shall indemnify, defend and hold harmless the Indemnitees from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses, including without limitation, diminution in the value of the City Poles, damages for loss or restriction of use of the City Poles, and sums paid in settlement of claims, attorneys' fees, consultant and expert fees, investigation, clean-up, remediation or other costs incurred or suffered by the City, arising out of any use, storage, release or disposal of Hazardous Materials by Company, its employees, contractors, subcontractors, or invitees. Notwithstanding the foregoing, and any other provision in this Agreement, Company shall not be liable or responsible for any environmental condition except to the extent Company causes or exacerbates the condition. This indemnification shall survive the termination or expiration of this Agreement.

22.6. Company may choose counsel to defend the Indemnitees subject to this Section 22.6. In the event that Company refuses the tender of defense in any suit or any claim, as required pursuant to the indemnification provisions within this Agreement, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Company, Company shall pay all of the City's reasonable costs for defense of the action, including all expert witness fees, costs, and attorney's fees, and including costs and fees incurred in recovering under this indemnification provision. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Company to represent the City, then upon the prior written approval and consent of Company, which shall not be unreasonably withheld, the City shall have the right to employ separate counsel in any action or proceeding and to participate in the investigation and defense thereof, and Company shall pay the reasonable fees and expenses of such separate counsel, except that Company shall not be required to pay the fees and expenses of separate counsel on behalf of the City for the City to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order or injunction. The City's fees and expenses shall include all out-of-pocket expenses, such as consultants and expert witness fees, and shall also include the reasonable value of any services rendered by the counsel retained by the City (including the use of in-house counsel) but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Company. Each party and indemnitee agrees to cooperate and to cause its employees and agents to cooperate with the other party in the defense of any such claim and the relevant records of each party shall be available to the other party with respect to any such defense.

22.7. Except to the extent that damage or injury arises from the sole negligence or willful misconduct of the Indemnitees, the obligations of Company under the indemnification provisions of this Section 22.6 shall apply regardless of whether liability for damages arising out of bodily injury to persons or damages to property were caused or contributed to by the concurrent negligence of the Indemnitees. Notwithstanding the proceeding sentence, to the extent the provisions of RCW 4.24.115 are applicable, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein. It is further specifically and expressly understood that the indemnification provided constitutes Company's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification, relating solely to indemnity claims made by the City directly against the Company for claims made against the City by Company's employees. This waiver has been mutually negotiated by the parties.

22.8. Company acknowledges and agrees that Company, bears all risks of loss or damage or relocation or replacement of its Site Equipment and materials installed on City Poles pursuant to this Agreement from any cause, and the City shall not be liable for any cost of replacement or repair to damaged Site Equipment, including, without limitation, damage caused by the City's removal of the Site Equipment, loss of line of sight path, activities conducted by the City, its officials (elected or appointed), officers, agents, employees, volunteers, elected and appointed officials, or contractors, except to the extent any such damage or destruction is caused by or arises from any sole negligence, willful misconduct, or criminal actions on the part of the City, its officials (elected or appointed), officers, agents, employees, volunteers,

or elected or appointed officials, or contractors. Company releases and waives any and all such claims against the City, its officers, agents, employees, volunteers, elected or appointed officials, or contractors.

22.9. In no event shall either party be liable to the other for any indirect, incidental, special, consequential, exemplary, or punitive damages, including by way of example and not limitation lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with its performance or failure to perform under this Agreement. The Company releases and waives any and all such claims against the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors. Company further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages, lost profits and consequential damages, brought by or under users of Company's Site Equipment or networks as the result of any interruption of service due to damage or destruction of Company's Site Equipment caused by or arising out of activities conducted by the City, its officials (elected or appointed), officers, agents, employees or contractors.

22.10. The provisions of this Section 22 shall survive the expiration, revocation, or termination of this Agreement.

## 23. **Performance Bond**

23.1. Company shall furnish a surety bond or bonds, a copy of which is attached in substantially the same form to this Agreement as Exhibit F, covering faithful performance of this Agreement and payment of all obligations arising thereunder, including but not limited to proper construction, long-term facility maintenance, rent, timely removal of equipment and restoration. The bond shall be in-force during the entire term or subsequent extensions. The bond shall be in a form acceptable to the City. The performance bond for this Agreement shall not only indemnify City for the usual performance provisions of this Agreement, but in addition shall be a bond to guarantee payment of any and all tax liability of any type, kind, nature or description due as a result of this Agreement. Said performance bond shall be issued to City prior to the issuance of any approvals for the construction of its facilities on the licensed property. If City so uses or applies any portion of the performance bond, Company shall upon notice, restore the performance bond to the full amount above specified, and Company's failure to do so shall constitute a material breach of this Agreement. This performance bond shall be in addition to any construction or maintenance bonds imposed by the City as part of its permitting process. This performance bond shall remain in place until all of Company's Site Equipment has been removed by Company unless otherwise permitted to remain by City. The amount of the bond shall be dependent on the number of City Poles used by the Company as follows:

- a. \$100,000 bond for usage of 1-10 City Poles;
- b. \$250,000 bond for usage of 11-50 City Poles; and
- c. \$500,000 bond for usage of 50 or more City Poles.

## 24. **Nondiscrimination**

Company, for itself, its successors, and assigns as a part of the consideration hereof, does hereby covenant and agree to comply with all civil rights and anti-discrimination requirements of federal, state or local laws applicable to the City Poles, including, without limitation, Chapter 49.60 RCW and Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation ---Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach

of any of the above nondiscrimination covenants, the City shall have the right to terminate the Agreement without penalty and to re-enter and repossess the City Poles, consistent with Section 29.1.

25. **Stop Work**

If Company defaults in the performance or observation of any covenant or agreement contained in this Agreement, the City, without notice if deemed by the City that an emergency exists, or if no emergency, with thirty (30) days' written notice, may direct Company to stop work and may itself perform or cause to be performed such covenant or agreement and may enter upon the City Poles for such purpose. Such an emergency shall include, but not be limited to, endangerment of life, endangerment of the City Poles or rights of way, or failure of Company to obtain in a timely manner any insurance. Company shall reimburse the City the entire cost and expense of such performance within thirty (30) days of the date of the receipt of the City's invoice. Any act or thing done by the City under the provisions of this Section 25 shall not be construed as a waiver of any agreement or condition herein contained or the performance thereof.

26. **Prerequisites for Approval.** Company acknowledges the following:

26.1. City Council review and approval is required prior to the City entering into this Agreement.

26.2. The City Council, has by approval of this Agreement, expressly authorized the Mayor or his/her designee to execute Site Lease Addenda consistent with this Agreement in the exercise of the powers granted by law and ordinance to insure the faithful performance of City contracts.

26.3. The City Council, has by approval of this Agreement, expressly authorized the Mayor or his/her designee to allow modifications, made by mutual agreement between the City and the Company, to Exhibits A, B, C, F and G without further Council action or approval.

26.4. A fully executed Site Lease Addendum between the City and Company, and any required Governmental Approvals are required prior to construction or installation of the Site Equipment on the City Poles.

26.5. The execution of this Agreement by the City shall in no way constitute review and/or approval by other applicable jurisdictions and permitting authorities, including other City Departments.

26.6. The City requires the Company to obtain a telecommunications franchise from the City, and such franchise must be obtained from the City prior to or upon the same date as the execution of this Agreement by the City.

27. **Review of Plans.**

27.1. Prior to installation of any Site Equipment, the Company shall submit the following documents to the City for review, approval or denial: (i) completed Site Lease Addendum, (ii) a copy of the nonionizing electromagnetic radiation ("NIER") Report, and (iii) the Administrative Fee.

27.1.1. Upon submission of a Site Lease Addendum, the City shall use good faith efforts to process the Site Lease Addendum in a timely manner. The Administrative Fee shall accompany the submission of all Site Lease Addenda. City may request additional information during its review of the Site Lease Addendum. An application will be considered to be complete when all City questions are resolved.

27.1.2. All Site Lease Addenda requesting access to a City Pole must include a load bearing study to determine whether the attachment of Site Equipment may proceed without City Pole modification or whether the installation will require City Pole re-enforcement or replacement. If City Pole re-enforcement or replacement is necessary, Company shall provide engineering design and specification drawings demonstrating the proposed alteration to the City Pole. All engineering drawings submitted must be completed and stamped by a registered engineer licensed in Washington State. All Site Lease Addenda requesting the installation of a new or replacement City Pole shall include engineering design and specification drawings. For each Site Lease Addendum, the City shall:

- a. Verify that the Site Lease Addendum is complete, and the Administrative Fee has been submitted.
- b. Review engineering design documents to validate: (1) compliance with contractual requirements under this Agreement; (2) the applicant's evaluation of existing public safety radio systems, traffic signal or street light systems, automatic meter readers, utility communications devices, or other communications components that would be effected by the Site Equipment and determined that there is no interference; (3) inclusion of appropriate design of stealth and camouflage components necessary to comply with City Pole design requirements; and (4) compliance with City regulations.
- c. Determine if the City Pole is available and if the license of such City Pole is consistent with City's municipal obligations and proprietary interests consistent with Section 2.3.
- d. Determine compliance with any other applicable requirements.

27.1.3. As appropriate, City may require Company to make design modifications in order to comply with applicable contractual, regulatory, or legal requirements or may ask additional questions as necessary to determine feasibility of use of the City Poles. Failure to make the requested design modifications or to answer feasibility questions in a manner acceptable to the City shall result in an incomplete Site Lease Addendum which may not be processed under this Agreement.

27.1.4. Installation of the Site Equipment must be completed in accordance with all Government Approvals, including without limitation obtaining all final inspections required by any permits issued by the City.

27.1.5. Any Site Equipment that has not been approved by City or has not received all required Governmental Approvals shall not be installed or if already installed shall be removed immediately by Company at Company's sole cost and expense.

27.2. Company expressly acknowledges and agrees that the City's rights under this Agreement to review, comment on, disapprove and/or accept designs, plans specifications, work plans, construction, equipment, and/or installation, (i) exist for the benefit and protection of the City and its employees and agents, (ii) do not create or impose upon the City, and its employees and agents any standard or duty of care toward Company, all of which are hereby disclaimed, (iii) may not be relied upon by Company in determining whether Company has satisfied any and all applicable Governmental Approval standards and requirements, and (iv) may not be asserted, nor may the exercise or failure to exercise any such rights by the City and its employees and agents be asserted against the City and its employees and agents by Company as a defense, legal or equitable, to Company's obligation to fulfill such Governmental Approval standards and requirements, notwithstanding any acceptance of work by the City and its employees and agents.

28. **Default; Remedies**

28.1. Default by Company.

The following occurrences shall each be deemed an "Event of Default" by Company and may be subject to stop work order per Section 25, subject to the cure period set forth in Section 30:

28.1.1. **Failure to Pay.** Company fails to pay any sum, including Rent or taxes, due under this Agreement.

28.1.2. **Abandonment.** Company's failure to remove Site Equipment as further described in Section 32.2.

28.1.3. **Insolvency.** Immediately, upon written notice, if a receiver is appointed to take possession of Company's assets, Company makes a general assignment for the benefit of creditors, or Company becomes insolvent or takes or suffers action under the Bankruptcy Act.

28.1.4. **Lapsed Governmental Approvals.** Company fails to obtain or maintain any Governmental Approvals required to install and operate Site Equipment.

28.1.5. **Failure to Maintain Insurance.** Company fails to maintain appropriate insurance as required pursuant to Exhibit E.

28.1.6. **Prohibited Assignment.** Company assigns this Agreement in violation of Section 16.

28.1.7. **Interference.** Company operates or maintains its Site Equipment in a manner that interferes (as defined in 47 C.F.R. Section 90.7, 47 C.F.R. Section 101.3, and the radio frequency regulations for any other equipment or technology which is present at the subject City Poles) with or impairs other communication or computer equipment used by the City, the emergency network (or is successor entity), or other entity given prior rights to use the City Poles.

28.1.8. **Improper Construction.** Company constructs Site Equipment on City Poles without approval of a Site Lease Addendum.

28.1.9. **Other Defaults.** Company violates any material agreement, term or covenant of this Agreement.

28.2. **No Waiver.** Waiver or acceptance by the City of any default of the terms of this Agreement by Company shall not operate as a release of Company's responsibility for any prior or subsequent default.

28.3. **City Remedies.** Subject to the cure period described in Section 30 below, the City shall have the following remedies upon an Event of Default. The City's rights and remedies under this Agreement shall be cumulative, and none shall exclude any other right or remedy allowed by law.

28.3.1. **Continuation of Agreement.** Without prejudice to its right to other remedies, the City may continue this Agreement and applicable Site Lease Addenda in effect, with the right to enforce all of its rights and remedies, including the right to payment of Rent and other charges as they become due.

**28.3.2. Termination of Agreement.** If Company's default is of such a serious nature in the City's reasonable judgment that the default materially affects the purposes of this Agreement, the City may terminate this Agreement. Termination of this Agreement will affect the termination of all Site Lease Addenda issued under it automatically and without the need for any further action by the City. The City will provide thirty (30) days written notice of termination and shall specify the reasons for such termination. The City will specify a reasonable amount of time Company will have to remove its Site Equipment from any affected City Poles, which will be at least thirty (30) days after the date of the City's notice. The City will have the right to make any terminated portion of the City Poles available for use to other parties as of the effective date of the termination, even if Company's Site Equipment is still on the City Poles. Upon such termination of this Agreement, Company will remain liable to City for damages in an amount equal to the Rent and other sums that would have been owed by Company under this Agreement for the balance of the then current term. Further, Company will remain liable for Rent as long as the Site Equipment remains on City Poles unless the City has authorized abandonment of such Site Equipment.

**28.3.3. Termination of Site Lease Addenda.** If an Event of Default specific to one or more Site Lease Addenda is not cured by Company within the applicable cure period, City may terminate such specific Site Lease Addendum(s).

**28.3.4. Default Fees.** Without limiting City's rights and remedies under this Agreement, the City may require Company to pay the following default fees ("Default Fees") in the amount of \$100 per day, upon Company's failure to cure, pursuant to Section 30, any of the following:

- a. Company constructs or installs any alteration or improvement without City's prior consent.
- b. Company fails to make a repair on a timely basis.
- c. Failure to meet FCC regulations.
- d. A material breach of this Agreement.
- e. Failure to provide reports or notices pursuant to this Agreement.

## **29. Termination.**

### **29.1. City's Termination Rights**

**29.1.1.** Subject to the cure provision of Section 30, the City has the right to terminate, this Agreement or any Site Lease Addendum if the City determines that Company's exercise of its rights under this Agreement:

- a. Interferes with the City's use of the City Poles and/or the structures on the City Poles for the municipal purposes for which the City owns and administers such structures/site, which may include, without limitation, the necessity to widen a street or for other municipal projects that result in removing the City Pole, and the Site Equipment cannot be relocated pursuant to Section 31;
- b. Poses a threat to public health or safety or constitutes a public nuisance.



c. The City determines that Company's exercise of its rights under this Agreement interferes with the use of the City Poles or structures thereon by a governmental agency with which the City has an agreement to provide services to the City, e.g. the emergency network, and the Site Equipment cannot be relocated pursuant to Section 31; or

d. Company ceases to operate as a provider of telecommunications services under federal law. In such a situation the City shall have the option, in its sole discretion and upon six (6) months' written notice to Company, to terminate this Agreement and to require the removal of the Site Equipment from the City Poles, pursuant to Section 32, including the cost of any site remediation, at no cost to the City.

**29.1.2. Immediate Removal.** The City may, in its sole discretion, determine that exigent circumstances require immediate removal of Site Equipment from a City Pole. Such exigent circumstances may only include reasons of public health, safety or the need to provide street lighting. Company shall remove its Site Equipment within forty-eight (48) hours' notice unless such longer period is provided by the City. The applicable Site Lease Addendum will terminate upon the removal of the Site Equipment or an amendment to the Site Lease Addendum will be required.

**29.1.3. Pole Removal.** The City has the right to remove any City Pole that it determines in its sole judgment is unnecessary for its municipal purposes (for example street light operations). If the City decides to remove a City Pole, it shall provide Company with at least sixty (60) days written notice to remove its Site Equipment from the City Pole. The applicable Site Lease Addendum will terminate upon the removal of the Site Equipment.

**29.1.4. Pole Replacement.** The City has the right to replace any City Poles that it determines, in its sole judgment, is necessary for its municipal operations. At City's option, the applicable Site Lease Addendum will terminate upon the removal of the Site Equipment.

**29.1.5. No Further Obligation.** Except those provisions that survive the termination of this Agreement, upon termination under this Section 29.1, neither party will owe any further obligation to the other party, except as otherwise provided in Section 34.15 below, provided that Company is not in arrears in making its Rent or other required payments; provided however that Company shall, at Company's sole cost, remove its Site Equipment and restore the City Pole. If the City terminates a Site Lease Addendum pursuant to this Section 29.1, the Company may request alternative sites on other City Poles in order to allow Company to continue to provide service within the City as further described in Section 31. Further, to the extent that the City received any pre-paid Rent related to the terminated Site Lease Addendum, City shall refund such pre-payments to Company.

## **29.2. Company's Termination Rights.**

Company may terminate this Agreement or applicable Site Lease Addenda, as follows:

**29.2.1.** Upon thirty (30) days' notice at any time Company determines in its sole discretion that it desires to discontinue use of some or all of the City Poles for any reason whatsoever; provided, however, that if Company terminates this Agreement or a Site Lease Addendum pursuant to this Section 29.2.1, Company shall not be entitled to a refund of any pre-paid Rent and shall pay the City a sum equal to twelve (12) months' Rent for each terminated Site Lease Addendum; or

**29.2.2.** The City breaches any material term or provision of this Agreement, subject to the cure period described in Section 30 below.

29.3. Company's Risk of Loss; Suspension Rights.

29.3.1. In choosing to locate Site Equipment on City Poles, Company acknowledges and accepts all risks, including but not limited to:

- a. Acts of God or third parties that may damage Site Equipment (including, but not limited to, fires, earthquakes, storms, and car accidents).
- b. Loss of line of sight path, including where caused by City action.
- c. City change in the use of the City Poles.

29.3.2. Company explicitly acknowledges that these risks include bearing all costs associated with such risks, except such costs caused by the sole negligence or willful misconduct of the City.

29.3.3. Upon the occurrence of any of the events described in Section 29.3.1, the Company will not be liable for any Rent during the time the Site Equipment is rendered unusable, except when caused by action of the Company or failure of the Company to perform its obligations under this Agreement. Company at its option may prorate such Rent for the succeeding year to account for such downtime but must detail its proration and associated calculation upon submission of such Rent payments.

30. **Cure.** Neither party shall be in default under this Agreement until thirty (30) days after receipt of written notice of default from the other; provided, however, where such default cannot reasonably be cured within thirty (30) days, the defaulting party shall not be in default if it commences to cure such default within said thirty (30) day period and diligently pursues cure to completion.

31. **Relocation.**

31.1. Company understands and acknowledges that City may require Company to relocate, temporarily or permanently, one or more of its Site Equipment installations. Company shall at City's direction and upon sixty (60) days prior written notice to Company, relocate such Site Equipment at Company's sole cost and expense whenever City reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, modification, completion, repair, relocation, or maintenance of a City or other public agency project; (b) because the Site Equipment is interfering with or adversely affecting proper operation of City-owned poles, traffic signals, communications, or other City Poles; (c) to protect or preserve the public health or safety; (d) as described in Section 29; or (e) the City is abandoning or removing the City Pole. In any such case, City shall use reasonable efforts to afford Company a reasonably equivalent alternate location. If Company shall fail to relocate any Site Equipment as requested by the City in accordance with the foregoing provision, City shall, upon thirty (30) days prior written notice to Company be entitled to remove or relocate the Site Equipment at Company's sole cost and expense, without further notice to Company. Company shall pay to City actual costs and expenses incurred by the City in performing any removal work and any storage of Company's property after removal within thirty (30) days of the date of a written demand for this payment from the City. City will promptly inform Company of the displacement or removal of any City Pole on which any Site Equipment is located.

31.2. In the event Company desires to relocate any Site Equipment from one City Pole to another, Company shall so advise City and shall submit a Site Lease Addendum for approval by City.

31.3. Company acknowledges that the signing of this Agreement does not entitle the Company to assistance under the Uniform Relocation and Real Property Acquisition Policy (Ch. 8.26 RCW).

32. **Removal of Site Equipment upon Termination of Agreement**

32.1. Within one hundred twenty (120) days after the expiration or earlier termination of a Site Lease Addendum or this Agreement, Company shall promptly, safely and carefully remove the Site Equipment from applicable City Poles and shall restore the City Poles as instructed by the City, reasonable wear and tear and casualty excepted. Upon the 121<sup>st</sup> day, Rent shall accrue at the Holdover Rate described in Section 6.10. If Company fails to complete this removal work pursuant to this Section 32, then the City, upon written notice to Company, shall have the right at the City's sole election, but not the obligation, to perform this removal work and charge Company for the actual, documented costs and expenses, including, without limitation, reasonable administrative costs. Further, the City may use the performance bond in Section 23 and may require the bonding company to supply contractors to perform such removal, storage and restoration work. Company shall pay to the City actual, documented costs and expenses incurred by the City in performing any removal work and any storage of Company's property after removal within thirty (30) days of the date of a written demand for this payment from the City. After the City receives the reimbursement payment from Company for the removal work performed by the City, the City shall promptly make available to Company the property belonging to Company and removed by the City pursuant to this Section 32 at no liability to the City. If the City does not receive reimbursement payment from Company within such thirty (30) days, or if City does not elect to remove such items at the City's cost after Company's failure to so remove pursuant to this Section, or if Company does not remove Company's property within thirty (30) days of such property having been made available by the City after Company's payment of removal reimbursement as described above, any items of Company's property remaining on or about the rights of way, City Poles, or stored by the City after the City's removal thereof may, at the City's option, be deemed abandoned and the City may dispose of such property in any manner by law. Alternatively, the City may elect to take title to abandoned property, provided that Company shall submit to the City an instrument satisfactory to the City transferring to the City the ownership of such property. Provided, however, that nothing contained within this Section shall prevent the City from compelling Company to remove any such Site Equipment through judicial action when the City has not permitted Company to abandon said Site Equipment in place.

32.2. The Site Equipment, in whole or in part, may not be abandoned by Company without written approval by the City. Any plan for abandonment or removal of Site Equipment shall be at the sole cost of the Company, must be first approved by the City, and all necessary permits must be obtained prior to such work. Notwithstanding the above, the City may permit Company's Site Equipment to be abandoned and placed in such a manner as the City may prescribe. Upon permanent abandonment, Company shall execute such necessary documents to transfer title to City.

32.3. The provisions of this Section 32 shall survive the expiration, revocation, or termination of this Agreement.

33. **Records; Audits**

33.1. No more than twice during any calendar year, the City may require such information, records, and documents from Company pertaining to this Agreement from time to time as are appropriate to reasonably monitor compliance with the terms of this Agreement.

33.2. Company shall provide such records within twenty (20) business days of a request by the City for production of the same unless additional time is reasonably needed by Company, in which case, Company shall have such reasonable time as needed for the production of the same, but no longer than forty

(40) days. If any person other than Company maintains records on Company's behalf, Company shall be responsible for making such records available to the City.

33.3. Company shall be responsible for clearly and conspicuously identifying any records as confidential or proprietary and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law. In the event that the City receives a public records request under Chapter 42.56 RCW or similar law for the disclosure of information Company has designated as confidential, trade secret, or proprietary, the City will endeavor to provide written notice of such disclosure request so that Company can take appropriate steps to obtain injunctive relief to prevent disclosure of claimed confidential records. Nothing in this Section prohibits the City from complying with Chapter 42.56 RCW or any other applicable law or court order requiring the release of public records. City shall not be liable to Company for its good faith acts in determining that release of records, including confidential records, is in compliance with any law or court order requiring the release of public records. The City shall comply with any injunction or court order properly obtained by Company and not stayed that prohibits the disclosure of any such confidential records; however, in the event a higher court overturns such injunction or court order and such higher court action is or has become final and non-appealable, Company shall reimburse the City for any fines or penalties imposed for failure to disclose such records as required hereunder within sixty (60) days of a request from the City. In addition to the indemnification obligations pursuant to Section 22, Company shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys' fees and litigation expenses), suits, judgments or damages arising from or relating to any failure of Company to comply with this Section.

#### 34. Miscellaneous

34.1. Modifications. This instrument contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by an agreement in writing signed by all parties thereto. No failure on the part of either party to enforce any covenant or provision herein contained, nor any waiver of any right hereunder, unless in writing signed by the waiving party, shall discharge or invalidate such covenant or provision or affect the right of either party to enforce the same in the event of any subsequent breach or default.

34.2. Broker's Fee. If Company is represented by a real estate broker or other agency in this transaction, Company shall be fully responsible for any fee due such broker and shall hold the City and its employees and agents, harmless from any claims for a commission by such broker or agency.

34.3. Cooperation in Execution of Subsequent Documents. The City and Company agree to cooperate in executing any documents necessary to protect the rights of the parties granted by this Agreement.

34.4. Headings. The headings to paragraphs or sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any paragraph hereof.

34.5. Notices. Except as otherwise designated in this Agreement, all notices hereunder must be in writing and shall be deemed valid if sent by certified mail, return receipt requested, or overnight delivery, addressed as follows (or any other addresses as designated by like notice):

If to City:           City of Federal Way  
                          Attn: Public Works Department  
                          33325 8<sup>th</sup> Ave S.  
                          Federal Way, WA 980003

If to Company: Seattle SMSA d/b/a Verizon Wireless  
Attn: Network Real Estate  
180 Washington Valley Road  
Bedminster, NJ 07921

With a copy to: Verizon Wireless  
3245 158<sup>th</sup> Ave SE  
Bellevue, WA 98008

Attn: Kari Marino

34.6. Entire Agreement. This Agreement and any attached exhibits constitute the entire agreement between the City and the Company; no prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding except that any subsequently adopted City policies and procedures for telecommunications/communications lease agreements, license agreements, Site Lease Addenda and final applicable permits shall be binding on the parties.

34.7. Executed in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

34.8. Governing Law. This Agreement shall be governed by applicable federal laws and the laws of the State of Washington without regard to its conflict of laws principles.

34.9. Venue. Company agrees that the venue of any action or suit concerning this Agreement shall be in the King County Superior Court or the federal district court for the Western District of Washington, and all actions or suits thereon shall be brought therein.

34.10. Binding on Successors. This Agreement shall be binding upon and inure to the benefits of the heirs, executors, administrators, successors and assigns of the parties, subject to the conditions set forth in Sections 16 and 17 herein.

34.11. Failure to Insist upon Strict Performance. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement shall not constitute a waiver thereof.

34.12. Business License. Prior to constructing any Site Equipment or providing services within the City, Company shall obtain a business and/or utility license from the City.

34.13. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

34.14. No Third Party Beneficiaries. It is not intended by any of the provisions of this Agreement to create for the public, or any member thereof, a third-party beneficiary right or remedy, or to authorize anyone to maintain a suit for personal injuries or property damage pursuant to the provisions of this Agreement.

**34.15. Survival.** All of the provisions, conditions and requirements of Sections 12, 22, 32, 34.9, and 34.15 survive the expiration or termination of this Agreement, and any renewals or extensions thereof.

**34.16. Authority.** Each individual executing this Agreement represents and warrants that such individual is duly authorized to execute and delivery this Agreement on behalf of the party it represents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates below indicated.

LANDLORD: CITY OF FEDERAL WAY

Approved as to form:

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

\_\_\_\_\_  
J. Ryan Call, City Attorney

Name: Jim Ferrell

Title: Mayor

COMPANY: Seattle SMSA Limited Partnership d/b/a Verizon Wireless  
By Celco Partnership, Its General Partner

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

Name: GORDON COOK

Title: DIRECTOR FIELD NETWORK ENGINEERING  
19 AUG 2021

STATE OF WASHINGTON  
COUNTY OF KING

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument,  
on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the  
\_\_\_\_\_ of \_\_\_\_\_ to be the free and  
voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public

Residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_



STATE OF WASHINGTON )

) ss.

COUNTY OF KING )

On this 19 day of August, 2021, before me, a Notary Public in and for the State of Washington, personally appeared Gordon Cook, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Director – Network Field Engineering of Seattle SMSA Limited Partnership d/b/a Verizon Wireless, By Cellco Partnership, Its General Partner, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



A handwritten signature in cursive script, appearing to read "Kari C Marino", written over a horizontal line.

NOTARY PUBLIC in and for the State of WA,

Residing at: Bellevue \_\_\_\_\_

My appointment expires: 8/10/2023 \_\_\_\_\_

Print Name: Kari C Marino \_\_\_\_\_

## Rebecca Kovar

---

**From:** Marino, Kari <kari.c.marino@verizon.com>  
**Sent:** Wednesday, September 1, 2021 2:31 PM  
**To:** Rebecca Kovar  
**Subject:** Notary Clarification for City of Federal Way/Verizon MLA

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### [EXTERNAL EMAIL WARNING]

This email originated from outside of the City of Federal Way and may not be trustworthy. Please use caution when clicking links, opening attachments, or replying to requests for information. If you have any doubts about the validity of this email please contact IT Help Desk at **x2555**.

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Rebecca,

Thank you for your call this afternoon. This note is intended to clarify the situation related to my notarization, on August 19th 2021, of the Small Wireless Communication Facilities Master Lease Agreement between the City of Federal Way and Seattle SMSA Limited Partnership d/b/a Verizon Wireless. Instead of handwriting the information on page 29 of our document, I chose to strike the notary section and replace it with a separate page that had most of the information legibly typed. Based on your call, I realize now that this page does not reference the agreement. The inserted page is intended to notarize Gordon Cooks' original signature on page 29 of our MLA referenced above.

Please advise if this note sufficiently clarifies the situation or if I need to come down next week and provide additional information or update the document appropriately.

Sincerely,

**verizon**✓  
**Kari Marino**  
(she/her)

Principal Engineer - Network Regulatory/Real Estate

M 425 941 0300  
Bellevue, WA

**Exhibit A – City Poles**

**Exhibit B – Site Equipment/Approved Designs for City Poles**

**Exhibit C – Template Site Lease Addendum**

**Exhibit D –Leasehold Excise Tax Exemption**

**Exhibit E – Insurance Requirements**

**Exhibit F – Performance Bond**

**Exhibit G – Contact Information**

**Exhibit A**  
**City Poles**

Only the Federal Way Luminaire Pole (DWG No. 3-39) may be used for installation of Site Equipment pursuant to the terms of this Agreement. Usage of any other type of City Pole must be specifically approved by an amendment to this Exhibit A.

**Exhibit B**  
**Site Equipment/Approved Designs for City Poles**

*Insert design for standard SWF pole design on Federal Way pole*

**Exhibit C**  
**Site Lease Addendum**

*Company shall apply to the City for approval of this Site Lease Addendum by filling out the below form and submitting the form to the City for approval with the applicable Administrative Fee. For each Small Wireless Facility, the Company shall fill out a Site Lease Addendum.*

This Site Lease Addendum ("Addendum"), made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Site Lease Addendum Effective Date") between the City of Federal Way, hereinafter designated the "City" and \_\_\_\_\_, d/b/a \_\_\_\_\_, with its principal offices at \_\_\_\_\_, hereinafter designated "Company":

1. Addendum. This is a Site Lease Addendum as referenced in that certain Master Lease Agreement between The City and Company dated \_\_\_\_\_, \_\_\_\_ ("Agreement"). All of the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Addendum, the terms of this Addendum shall govern. Capitalized terms used in this Addendum shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. Project Location. Attachment 1 identifies the physical location of the City Poles on which the Site Equipment shall be attached.

3. Project Description. Attachment 2 identifies the Site Equipment to be installed on the City Poles, and shall include the construction details (e.g. electrical and fiber connections, antennas, radios and accessory components). If deviating from the standard detail, Company shall provide photo simulations of such Site Equipment attached to the City Poles and a load bearing study. The photo simulations shall include photos indicating the existing City Pole without the Site Equipment and with the proposed Site Equipment attached. If there are any accessory components, for example conduit holding backhaul or electrical, such accessory components shall be depicted in the photo simulations.

4. NIER Report. Company has commissioned a NIER Report for the City Poles. Such report is attached hereto in Attachment 3.

5. Backhaul. Backhaul services shall be provided to the Site Equipment as follows:

☐ underground fiber      ☐ aboveground fiber ☐ microwave      ☐ other \_\_\_\_\_

and from the following entity: \_\_\_\_\_. Access to the backhaul system shall be separate from the City's communication and electrical conveyance system. The Company, or its third party contractor, is responsible for the placement and installation of any junction boxes.

6. Term. The term of this Addendum shall run concurrently with the Agreement and shall terminate upon the Agreement termination unless earlier terminated by a party consistent with the Agreement.

7. Commencement Date. The Company shall notify the City upon the installation of its Site Equipment on the City Pole.

8. Fees. The Rent and Administrative Fee for the Site Equipment installed pursuant to this Addendum shall be in accordance with Section 6 of the Agreement.

9. Counterparts. This Site Lease Addendum may be signed in counterparts, each of which shall be deemed an original, but all of which will constitute one and the same document.

10. Authority. Each individual executing this Site Lease Addendum represents and warrants that such individual is duly authorized to execute and delivery this Site Lease Addendum on behalf of the party it represents.

11. Carrier. The following third-party wireless carrier's equipment will be located on this City Pole: \_\_\_\_\_ or ☐ same as Company.

12. Acknowledgment. Company acknowledges that (i) this Site Lease Addendum is only effective upon the signatures of both parties and (ii) Company shall not have the right to install its Site Equipment on the City Poles until it has received Government Approvals and complied with the requirements (including any insurance or bonding requirements) of such Government Approvals.

EXECUTED to be effective as of the Site Lease Addendum Effective Date.

CITY OF FEDERAL WAY:

COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibits:**

Attachment 1 – Physical Location of City Poles

Attachment 2 – Photo Simulations, Description of Site Equipment and Load Bearing Study

Attachment 3 – NIER



**Attachment 1**

**Physical Location of City Poles**

## **Attachment 2**

### **Photo Simulations, Description of Site Equipment & Load Bearing Study**

**Attachment 3**

**NIER Report**

**Exhibit D**  
**Leasehold Excise Tax Exemption**

**Exhibit E**  
**Insurance Requirements**

Company shall carry and maintain for so long as Company has Facilities in the Public Ways, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the acts or omissions of Company in connection with this Agreement. Company shall require that every subcontractor maintain substantially the same insurance coverage with substantially the same policy limits as required of Company. Company shall procure insurance from insurers with a current A.M. Best rating of not less than A- VII. Company shall provide a copy of a certificate of insurance and blanket additional insured endorsement as respects this Agreement to the City for its inspection upon the execution of this Agreement, and such insurance certificate shall evidence a policy of insurance that includes:

Commercial Automobile Liability insurance with limits of \$15,000,000 combined single limit for each accident for bodily injury and property damage;

Commercial General Liability insurance per ISO Form or its equivalent, written on an occurrence basis with limits of \$15,000,000 per occurrence for bodily injury and property damage and \$15,000,000 general aggregate including personal and advertising injury, blanket contractual liability; premises-operations; independent contractors; products and completed operations; explosion, collapse and underground (XCU);

Pollution liability shall be in effect throughout the entire Agreement term, with a limit of one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) in the aggregate;

Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability with a limit of \$1,000,000 each accident/disease/policy limit. Evidence of qualified self-insurance is acceptable; and

Payment of deductible or self-insured retention shall be the sole responsibility of Company.

The required insurance policies, with the exception of Workers' Compensation and Employer's Liability obtained by Company shall include the City, its officers, officials, and employees ("Additional Insureds"), as an additional insured by endorsement as their interest may appear under this Agreement with regard to any work or operations performed under this Agreement or by or on behalf of the Company. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability. Company shall provide to the City upon acceptance a certificate of insurance and blanket additional insured endorsement. Receipt by the City of any certificate showing less coverage than required is not a waiver of Company's obligations to fulfill the requirements. Company's required general and auto liability insurance shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of Company's required insurance and shall not contribute with it.

Upon receipt of notice from its insurer(s), Company shall provide the City with thirty (30) days prior written notice of any cancellation of any required coverage that is not replaced of any

insurance policy, required pursuant to this Exhibit E. Company shall, prior to the effective date of such cancellation, obtain replacement insurance policies meeting the requirements of this Exhibit E. Failure to provide the insurance cancellation notice and to furnish to the City replacement certificates of insurance meeting the requirements of this Exhibit E shall be considered a material breach of this Agreement and subject to the City's election of remedies described in this Agreement.

Company's maintenance of insurance as required by this Exhibit E shall not be construed to limit the liability of Company to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Company's maintenance of insurance policies required by this Agreement shall not be construed to excuse unfaithful performance by Company.

The City may review all insurance limits once every three years during the Term and upon prior written notice to, and acceptance by the Company, which shall not be unreasonably withheld, conditioned or delayed, may make reasonable adjustments in the limits upon thirty (30) days' prior written notice to Company. Company shall then provide a certificate of insurance to evidence the insurance coverage required by this Agreement and the additional insured endorsement.

As of the Effective Date of this Agreement, Company is not self-insured, except with respect to workers' compensation for Washington state. Should Company wish to become self-insured at the levels outlined in this Agreement at a later date, Company or its affiliated parent entity shall comply with the following: (1) provide the City, upon request, a copy of Company's, or its parent company's, most recent audited financial statements, if such financial statements are not otherwise publicly available; (2) Company or its parent company is responsible for all payments within the self-insurance program; and (3) Company assumes all defense and indemnity obligations as outlined in the indemnification section of this Agreement.

**Exhibit F**  
**Performance Bond**

**CITY OF FEDERAL WAY**  
**PERFORMANCE/PAYMENT BOND**

KNOW ALL PEOPLE BY THESE PRESENTS:

We, the undersigned \_\_\_\_\_, ("Principal") and \_\_\_\_\_, the undersigned corporation organized and existing under the laws of the State of \_\_\_\_\_ and legally doing business in the State of Washington as a surety ("Surety"), are held and firmly bound unto the City of Federal Way, a Washington municipal corporation ("City") in the penal sum of \_\_\_\_\_ Dollars and no/100 (\$ \_\_\_\_\_) for the payment of which we firmly bind ourselves and our legal representatives, heirs, successors and assigns, jointly and severally.

This obligation is entered into pursuant to the statutes of the State of Washington and the ordinances, regulations, standards and policies of the City, as now existing or hereafter amended or adopted.

The Principal has entered into an Agreement with the City dated \_\_\_\_\_, 20\_\_ for \_\_\_\_\_.

NOW, THEREFORE, if the Principal shall perform all the provisions of the Agreement in the manner and within the time period prescribed by the City, or within such extensions of time as may be granted under the Agreement, and shall pay all laborers, mechanics, subcontractors and material men or women, and all persons who shall supply the Principal or subcontractors with provisions and supplies for the carrying on of said work, and shall hold the City, their officials, agents, employees and volunteers harmless from any loss or damage occasioned to any person or property by reason of any carelessness or negligence on the part of the Principal, or any subcontractor in the performance of said work, and shall indemnify and hold the City harmless from any damage or expense by reason of failure of performance as specified in the Agreement, or from defects appearing or developing in the material or workmanship provided or performed under the Agreement within a period of two (2) years after its final acceptance thereof by the City, then and in the event this obligation shall be void; but otherwise, it shall be and remain in full force and effect.

And the Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Agreement or to the Work.

The Surety hereby agrees that modifications and changes may be made in the terms and provisions of the Agreement without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Performance Bond in a like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this bond without the consent of the Surety.

Within forty-five (45) days of receiving notice that the Principal has defaulted on all or part of the terms of the Agreement, the Surety shall make a written commitment to the City that it will either: (a) cure the default itself within a reasonable time period, or (b) tender to the City, the amount necessary for the City to remedy the default, including legal fees incurred by the City, or (c) in the event that Surety's evaluation of the dispute is not complete or in the event the Surety disputes the City's claim of default, the Surety shall



notify the City of its finding and its intent, if any, to interplead. The Surety shall then fulfill its obligations under this bond, according to the option it has elected. Should Surety elect option (a) to cure the default, the penal sum of the Bond shall be reduced in an amount equal to the costs actually incurred by the Surety in curing the default. If the Surety elects option (b), then upon completion of the necessary work, the City shall notify the Surety of its actual costs. The City shall return, without interest, any overpayment made by the Surety and the Surety shall pay to the City any actual costs which exceed the City estimate, limited to the bond amount. Should the Surety elect option (c), the Parties shall first complete participation in mediation, described in the below paragraph, prior to any interplead action.

In the event a dispute should arise between the Parties to this Bond with respect to the City's declaration of default by the Principal, the Parties agree to participate in at least four hours of mediation to resolve said dispute. The Parties shall proportionately share in the cost of the mediation. The mediation shall be administered by Judicial Dispute Resolution, LLC, 1425 Fourth Avenue, Suite 300, Seattle, Washington 98101. The Surety shall not interplead prior to completion of the mediation.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CORPORATE SEAL OF PRINCIPAL:

[PRINCIPAL]

By: \_\_\_\_\_  
(Name of Person Executing Bond)

Its: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone

**CERTIFICATE AS TO CORPORATE SEAL**

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Principal in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the Principal, was \_\_\_\_\_ of the said Corporation; that I know his or her signature thereto is genuine, and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
Secretary or Assistant Secretary

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

On this day personally appeared before me \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_ that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

GIVEN my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary's signature \_\_\_\_\_  
Notary's printed name \_\_\_\_\_  
Notary Public in and for the State of Washington.  
My commission expires \_\_\_\_\_

CORPORATE SEAL OF SURETY:

Surety

By: \_\_\_\_\_  
Attorney-in-Fact  
(Attach Power of Attorney)

\_\_\_\_\_  
(Name of Person Executing Bond)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone)

APPROVED AS TO FORM:

\_\_\_\_\_  
J. Ryan Call, City Attorney

**Exhibit G**  
**Contact Information**

**Verizon Wireless Contact:** National Operations Center  
1-800-264-6620

**City Contact:**  
Desiree Winkler, P.E.  
Deputy Public Works Director  
[desiree.winkler@cityoffederalway.com](mailto:desiree.winkler@cityoffederalway.com)  
253.835.2711

**CITY OF FEDERAL WAY  
CITY COUNCIL  
AGENDA BILL**

---

**SUBJECT: DOWNTOWN PLANNING GRANT APPLICATION**

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**POLICY QUESTION:** Should Council authorize staff to apply for two Department of Commerce grants supporting transit-oriented development and implementation of the Housing Action Plan within the City-Center area?

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**COMMITTEE: Land Use and Transportation****MEETING DATE: 09/13/2021**

---

**CATEGORY:**

<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
<input type="checkbox"/> City Council Business	<input type="checkbox"/> Resolution	<input type="checkbox"/> Other

---

**STAFF REPORT BY:** Keith Niven, Planning Manager**DEPT:** Community Development

---

**Attachments:** Staff Report**Options Considered:**

1. Approve the Mayor's Recommendation
  2. Do not approve the Mayor's Recommendation.
- 

**MAYOR'S RECOMMENDATION:** The Mayor recommends forwarding Option 1 to the October 5, 2021 Council Consent Agenda for approval.

**MAYOR APPROVAL:**

JG 9/3/21  
Committee  
Initial/Date

JG 9/3/21  
Council  
Initial/Date

**DIRECTOR APPROVAL:**

BN 9/1/21  
Initial/Date

---

**COMMITTEE RECOMMENDATION:** *I move to forward Option 1 to the ~~October 5~~, 2021 Council Consent Agenda for approval.*  
*September 21,*

Via Zoom

Greg Baruso, Committee Chair

Via Zoom

Martin Moore, Committee Member

Via ZoomHoang Tran, Committee Member

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**PROPOSED COUNCIL MOTION:** *I move to authorize staff to apply for two Department of Commerce grants aimed at downtown planning and redevelopment.*

---

(BELOW TO BE COMPLETED BY CITY CLERK'S OFFICE)

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**COUNCIL ACTION:**

- ☐ APPROVED  
☐ DENIED  
☐ TABLED/DEFERRED/NO ACTION  
☐ MOVED TO SECOND READING (ordinances only)

REVISED – 11/2020

**COUNCIL BILL #**




First reading

Enactment reading

**ORDINANCE #****RESOLUTION #**

## CITY OF FEDERAL WAY M E M O R A N D U M

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**DATE:** 13 September 2021  
**TO:** Land Use & Transportation Committee  
**VIA:** Jim Ferrell, Mayor  
**FROM:** Brian Davis, Community Development Director   
Keith Niven, Planning Manager   
Chaney Skadsen, Associate Planner   
**SUBJECT:** Downtown Planning Grants Application

---

### **Financial Impacts:**

There is no local match required for applying for these two Department of Commerce grants.

### **Background Information:**

The 2021 Legislature appropriated funds for two new grant programs through the Department of Commerce: Transit Oriented Development Implementation (TODI) and Housing Action Plan and Implementation (HAPI) Grants for cities planning under GMA (RCW 36.70A.040). A brief description is provided below:

#### **Transit Oriented Development Implementation (TODI)**

Grants up to \$250,000 given to cities to facilitate transit-oriented development in areas with light rail or fixed rail systems, bus rapid transit, high frequency bus service or park and ride lots. Eligible costs include planned action ordinances, subarea plans, costs associated with the use of other tools under the State Environmental Policy Act, and costs of local code adoption and implementation of such efforts.

#### **Housing Action Plan and Implementation (HAPI)**

Grants up to \$100,000 given to cities to implement strategies identified in their Housing Action Plans.

The City's Comprehensive Plan identifies the Vision for the City Center as follows:

“By the end of the comprehensive planning horizon in 2035, the Federal Way City Center has evolved into the cultural, social, and economic center of the City and fulfilled its role as one of Puget Sound’s regional network of urban centers. This role is reinforced by pedestrian-oriented streetscapes; an efficient multi-modal transportation system; livable and affordable housing; increased retail, service, civic, and office development in a compact area; a network of public spaces and parks; superior urban design; and a safe and vibrant street life.”

In a series of small discussions with Staff in April 2021, the Council shared its vision and desires for downtown, which turned out to be largely the same as those found the Comprehensive Plan. The available grant funding provides the City an unexpected opportunity to implement the Council’s and Comprehensive Plan’s vision for downtown. Specifically, should the city receive grant funding from Commerce, it will provide the resources to determine the feasibility and preliminary design concepts of

connecting uses north of 320th (PAEC, FWTC, future mixed uses) with uses south of 320th (Commons Mall mixed-use redevelopment). The City can also leverage the \$100,000 budgeted for downtown planning toward this effort.

The TODI and HAPI grants could help the city explore creative solutions to remove barriers for pedestrian mobility and decrease single-destination trips. As has been shared with the Committee previously, a more focused area of 21st Ave S, connecting the PAEC property to the Commons Mall via the Federal Way Transit Center, as a pedestrian corridor through mixed uses is proposed. The grants could fund a traffic study and preliminary corridor design aimed at creating a mixed-use and mixed-mode concept for 21st Ave S next to the new light rail station, thereby working toward the Council's desire of more riders regarding FWTC as a destination rather than a commuting point.

Grant Competitiveness: The Department of Commerce plans to review applications in October 2021. The City would be positioned best to received either of these grants if an application could be submitted in October.

The Mayor recommends approval of applying for the \$250,000 TODI and \$100,000 HAPI grants.

# CITY OF FEDERAL WAY

## CITY COUNCIL

### AGENDA BILL

**SUBJECT: RESOLUTION SUPPORTING THE COURT'S EFFORTS TO ADDRESS ADDICTION AND MENTAL ILLNESS WITH THE SEQUENTIAL INTERCEPT MODEL**

**POLICY QUESTION:** Whether the City Council should support the court's efforts to address the individual and community impacts of addiction and mental illness in a coordinated manner pursuant to the attached strategic plan.

COMMITTEE: PRHSPS

MEETING DATE: Sept. 14, 2021

**CATEGORY:**

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> Consent    | <input type="checkbox"/> Ordinance             | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> City Council Business | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Other          |

**STAFF REPORT BY:** Judge Dave Larson, Rep. Jamila Taylor, Rep Lauren Davis, and others **BRANCH:** FW Municipal Court

**Attachments:** 1. memo  
2. Proposed Resolution  
3. Justice Involved Therapeutic Intervention  
4. Federal Way Municipal Court Administrative Office of the Courts Grant Application

**Options Considered:**

1. Approve the proposed resolution.
2. Do not approve the proposed resolution.
3. Suggest revisions to the proposed resolution.

**MAYOR'S RECOMMENDATION: Option 1****MAYOR APPROVAL:**

*[Signature]* 9/1/21  
Committee Initial/Date

*[Signature]* 9/1/21  
Council Initial/Date

**JUDGE APPROVAL:**

*[Signature]* 8/31/21  
Initial/Date

**COMMITTEE RECOMMENDATION:** "I move to forward the proposed resolution to the September 21, 2021 City Council meeting"

*Kochmer*  
Committee Chair

*Bernso*  
Via Zoom  
Committee Member

*Assefa-Dawson*  
Via Zoom  
Committee Member

**PROPOSED COUNCIL MOTION:** : "I move for approval of the resolution as proposed"

(BELOW TO BE COMPLETED BY CITY CLERK'S OFFICE)

**COUNCIL ACTION:**

- ☐ APPROVED  
☐ DENIED  
☐ TABLED/DEFERRED/NO ACTION  
☐ MOVED TO SECOND READING (ordinances only)

REVISED - 4/2019

**COUNCIL BILL #**

First reading

Enactment reading

**ORDINANCE #****RESOLUTION #**



# Memorandum

To: Parks and Public Safety Committee  
From: Judge David Larson, Federal Way Municipal Court  
RE: Resolution Supporting the Court's Efforts to Address Addiction and Mental  
Illness with the Sequential Intercept Model  
Date: September 1, 2021

Councilmembers:

I will explain documents attached to the Agenda Bill.

## **Proposed Resolution**

The Resolution is intended merely as a statement of support for the Court's efforts. The City will eventually need to accept the grant because we will be adding FTEs and creating accounts to track the monies, but we are not requesting funding from the City. We are also not requesting any other department to change its policies or practices.

## **Justice Involved Therapeutic Intervention**

This is a white paper that I wrote in November 2019 that argued for state money to address the impacts of crime and behavioral health. I opined that state money is needed because the issues we face are regional and not just local. SB 5476 provides for \$4.5 million for local courts due to the efforts of Rep. Jamila Taylor. Rep. Lauren Davis is the inspiration for the funds in SB 5476 that provide for the needed behavioral health services.

## **Federal Way Municipal Court Administrative Office of the Courts Grant Application**

We will provide the actual Grant Application once it is completed, but this document simply lays out the parameters for the grant.

Thank you.

Judge David A. Larson

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION of the City of Federal Way, Washington, endorsing the use of the Sequential Intercept Model to address the individual and community impacts of addiction and untreated mental illness in Federal Way.**

---

WHEREAS, many individuals are suffering from individual impacts caused by addiction and untreated mental illness; and

WHEREAS, many of those who suffer from addiction and untreated mental illness do not cause impacts for others as they address the issues they face individually; and

WHEREAS, other people who suffer from addiction and untreated mental illness impact entire communities through trespass, theft, car prowling, and even the commission of violent crimes as they address the issues they face; and

WHEREAS, it is true that some of the people that are arrested and processed through our court system will not respond to intervention and will continue to commit crimes regardless of the intervention used. However, many other people would likely stop their criminal conduct if their behavioral health issues were addressed early in a consistent and organized manner. However, there are limited resources available to intervene and the resources that are available are not organized in a way that allows for a coordinated approach by all of the stakeholders that could be of assistance in reducing impacts to the community and to the individual; and

WHEREAS, the Sequential Intercept Model is a well-accepted best practice that organizes resources in a logical and organized manner to maximize effectiveness and lower costs; and

WHEREAS, the Federal Way Municipal Court in partnership with Des Moines Municipal Court is developing a plan to organize and share established resources using the Sequential Intercept Model; and

WHEREAS, in the 2021 session the legislature passed SB 5476 which for the first time in state history allocated state money for local courts to allow local communities to use therapeutic intervention in the effort to reduce impacts to the community and to individuals; and

WHEREAS, RCW 2.30.050 provides that courts are “authorized and encouraged to establish multijurisdictional partnerships...”; and

WHEREAS, the Federal Way Municipal Court has applied for state grant funding in partnership with Des Moines Municipal Court to implement the use of the Sequential Intercept Model in our respective courts and in other courts in South King County.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF FEDERAL WAY, RESOLVES AS FOLLOWS:

Section 1. The City Council endorses the Court’s application for state grant funding in partnership with Des Moines Municipal Court and also supports the Court’s efforts to use the Sequential Intercept Model to address the impacts of addiction and untreated mental illness in partnership with Des Moines Municipal Court and other South King County courts.

Section 2. Severability. If any section, sentence, clause or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this resolution.

Section 3. Corrections. The City Clerk and the codifiers of this resolution are authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

Section 4. Ratification. Any act consistent with the authority and prior to the effective date of this resolution is hereby ratified and affirmed.

Section 5. Effective Date. This resolution shall be effective immediately upon passage by the Federal Way City Council.

RESOLVED BY THE CITY COUNCIL OF THE CITY OF FEDERAL WAY,  
WASHINGTON this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

[signatures to follow]

CITY OF FEDERAL WAY:

\_\_\_\_\_  
JIM FERRELL, MAYOR

ATTEST:

\_\_\_\_\_  
STEPHANIE COURTNEY, CMC, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
J. RYAN CALL, CITY ATTORNEY

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO.:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Justice Involved  
Therapeutic Intervention  
(JITI)

by  
Judge David A. Larson  
Federal Way Municipal Court

## 1. Introduction

The positions taken in this paper are the author's alone and are not endorsed by any other individual or group.

The purpose of this white paper is to advocate for state resources to support the effective use of courts of limited jurisdiction in coordination with needed services to fulfill the intent and purpose of the Sequential Intercept Model.

District Courts and Municipal Courts have jurisdiction over and handle the same types of criminal cases; misdemeanors and gross misdemeanors. Therefore, any reference to the handling of criminal cases in Municipal Courts applies equally to District Courts, and vice versa. However, there is a statutory inequality in behavioral health resource funding for these courts that will be discussed below.<sup>1</sup>

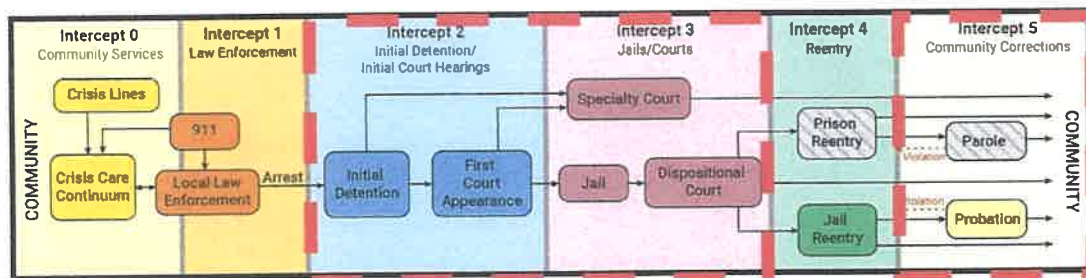
## 2. What is the Sequential Intercept Model?

According to the publication, *Using the Sequential Intercept Model to Guide Local Reform*, October 2018, the Sequential Intercept Model refers to a stepped process for addressing behavioral health issues in the different stages of the criminal justice system. There are currently six recognized intercepts in the Sequential Intercept Model. "Each intercept functions as a filter; ideally, interventions would be front-loaded to 'intercept' people early in the system." *Id* at p. 2.

- Intercept 0 – Community Services
- Intercept 1 – Law Enforcement
- Intercept 2 – Initial Detention/Initial Court Hearings
- Intercept 3 – Jails/Courts
- Intercept 4 – Reentry
- Intercept 5 – Community Corrections

Superior courts and courts of limited jurisdiction play a significant role in Intercepts 2 and 3. Courts of limited jurisdiction play a significant role in Intercept 5 because probation is an arm of the court under [ARLJ 11](#), but not all courts of limited jurisdiction have probation departments. Superior courts can use the Department of Corrections for misdemeanor probation, but such services must be separately contracted for with DOC by each jurisdiction. [RCW 9.95.204](#).

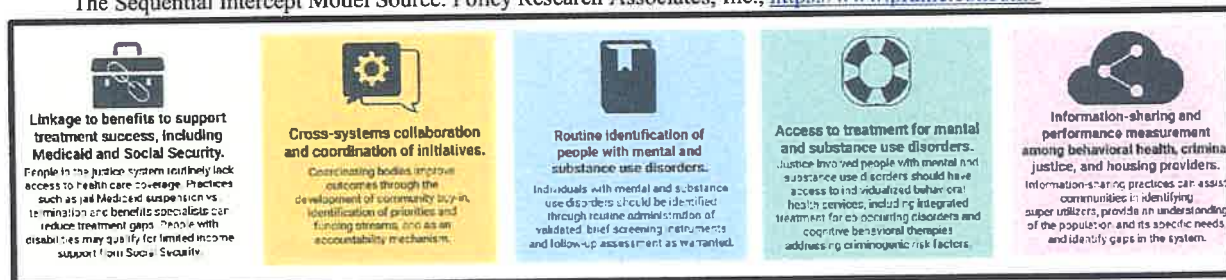
FIGURE 1



<sup>1</sup> See discussion in Section 8.

There are identified best practices for all five intercepts that are depicted in the illustration below:

The Sequential Intercept Model Source: Policy Research Associates, Inc., <https://www.prainc.com/sim/>



A good way to digest a volume of additional information on the Sequential Intercept Model quickly is to review materials on the website of [Policy Research Associates](https://www.prainc.com/sim/), the provider of Sequential Intercept Mapping (SIM), including a [one page summary](#), a [brochure](#), a [training brochure](#), [next steps](#), and a [slide show](#).

### 3. Can courts of limited jurisdiction be effective implementing Intercepts 2, 3, and 5?

In its 2015 report entitled, [\*Municipal Courts: An Effective Tool for Diverting People with Mental and Substance Use Disorders from the Criminal Justice System\*](#), the Substance Abuse and Mental Health Services Administration (SAMHSA) noted that:

*“Municipal courts make a good potential vehicle for diverting people with mental and substance use disorders for several reasons, including volume of cases; high prevalence of mental and substance use disorders among those appearing before municipal courts; the risk of increased jail time for arrestees with mental illness, most with co-occurring substance use disorders; and perceptions of community risk based on offense type.”*

*Id.* at p. 3. SAMSHA concluded:

*“Municipal courts that implement these four essential elements—Identification and Screening, Court Based Clinician, Recovery-Based Engagement, and Proportional Response—are in the position to minimize the criminal justice system involvement and reduce unnecessary incarceration of people with mental illness and co-occurring substance use disorders as well as facilitate engagement or re-engagement in mental health and substance use disorder services. Municipal courts provide an enormous opportunity to fill a gap in diversion strategies at Intercepts 2 and 3 of the Sequential Intercept Model. In the aggregate they are, by far, the primary case resolution forum in the United States. The individuals who enter municipal court fit the profile of a population that might benefit most from diversion: individuals with mental and substance use disorders, frequently arrested for minor offenses, living in communities with few behavioral health services, and at high risk for homelessness and*



*unemployment. While there are challenges, there are a number of examples in different parts of the country that illustrate how municipal courts can in fact become an essential part of the landscape as efforts at diversion move forward.”*

*Id.* at p. 12.

#### **4. Use of the Sequential Intercept Model in Courts of Limited Jurisdiction in Intercept 2 and 3**

In its 2015 report entitled, *Municipal Courts: An Effective Tool for Diverting People with Mental and Substance Use Disorders from the Criminal Justice System*, the Substance Abuse and Mental Health Services Administration (SAMHSA) stated the following in its introduction:

*“Mental health courts, drug courts, and other treatment courts have become an increasingly common part of the judicial landscape and define much of the conversation at Intercept 3. Reentry from jail or prison, Intercept 4, has become a core topic in general discussions regarding correctional policies at the federal, state, and local levels. SAMHSA's SSI/SSDI Outreach, Access and Recovery) (Dennis & Abreu, 2010) ease reentry on release from jail or prison. And while many communities lack much in the way of resources at Intercept 5, a literature has emerged that discusses specialized probation as a strategy to ensure longer community tenure (Skeem & Manchak, 2008).*

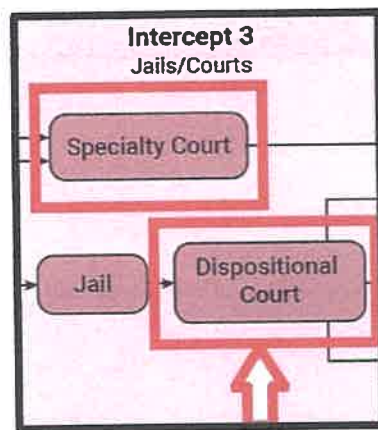
*While each intercept presents opportunities for diversion, Intercept 2 may hold the most unexplored potential.* This is because it is at Intercept 2 (initial detention and first court appearance) that the vast majority of individuals who come into contact with the criminal justice system appear. Many of these individuals have a mental illness and co-occurring substance use disorders; these are the individuals whom communities often try to divert. *However, for a variety of reasons discussed below, this intercept is often overlooked.* The purpose of this document is to turn community attention to the possibilities that Intercept 2, especially when the first appearance is at a municipal court, presents for diversion. *The optimal diversion strategies that are most often overlooked and involve municipal courts are at first appearance (Intercept 2).*”

(Emphasis added)

In 2015, the Legislature expressed a clear intent to support the judicial branch's efforts to establish therapeutic courts under RCW 2.30.010, but such courts are part of Intercept 3, not Intercept 2. Nevertheless, early intervention with coordinated services in Intercept 2

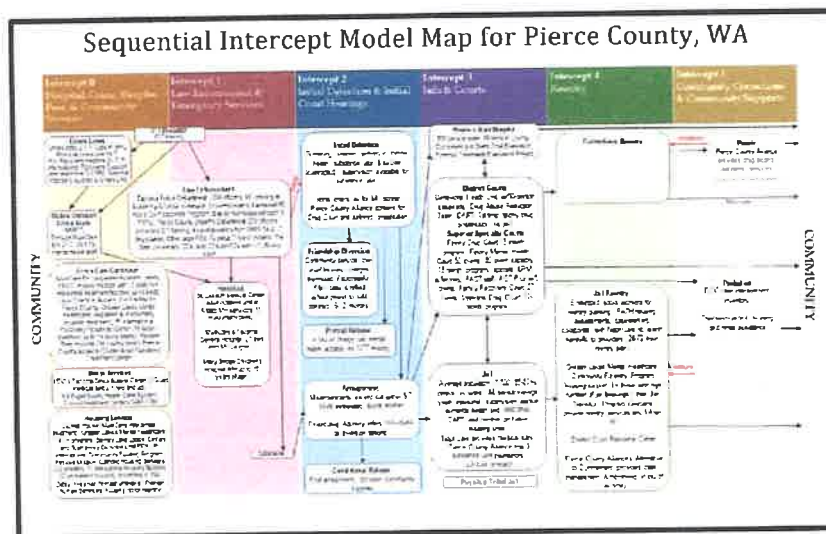
is still a best practice. The observation of the necessity for early intervention and treatment in Intercept 2 is also consistent with Chapter 4 of *Facing Addiction in America: The Surgeon General's Report on Alcohol, Drugs, and Health*.

In addition, as can be seen in the graphic below, Intercept 3 includes disposition of cases in therapeutic courts and in traditional courts, yet there seems to be a belief by many that only therapeutic courts should use therapeutic intervention techniques. However, failing to use therapeutic intervention in Intercept 3 for all qualifying cases actually defeats the purpose of the Sequential Intercept Model because it delays therapeutic intervention until the affected individual qualifies for a therapeutic court. This partial approach to Intercept 3 also fails to recognize the fact that many jurisdictions cannot justify a therapeutic court yet still need to address the same behavioral health issues.



## 5. What is best practice for implementing the use of the Sequential Intercept Model?

The implementation of the Sequential Intercept Model requires an ambitious effort through what is called Sequential Intercept Mapping (SIM). Currently, each community is expected to take the initiative on its own to develop coordination of the six intercepts. Pierce County's 2018 *Sequential Intercept Model Mapping Report* is a good example of the effort taken to compile the data necessary to determine the community's ability to respond in a coordinated manner.



## **6. What is the status of the use of the Sequential Intercept Model?**

Some communities have done better than others have when it comes to organizing services with the criminal justice system, but most communities across the state have not engaged in the analysis for reasons ranging from the lack of political will to the lack of funding and resources. We have some shining examples of what well-funded courts look like, but we have many more courts that are not well funded, and countless examples of other courts that do not even want to venture into the therapeutic realm because of the daunting task of organizing services and funding such intervention.

In addition, each of the stakeholders that serve the various intercepts has traditionally operated independently of each other with little or no coordination. This makes the breaking down of traditional silos a challenge. The result; although we have good examples of best practice in the state, we have what can best be described as a patchwork of partial behavioral health solutions that cannot be reasonably tied to a statewide or region specific strategy.

## **7. What is the net effect of the failure to use the Sequential Intercept Model?**

Without early and continued intervention, addiction and untreated behavioral health issues can lead to a cycle of criminal behavior that affects the individual through a predictable cycle of criminal charges, warrants, incarceration, lost housing, lost employment, and other significant individual impacts. Entire communities and regions are also affected through property loss, damage, costly medical intervention, and the overtaxing of government resources for law enforcement, jails, and courts.

Misdemeanors and gross misdemeanors are not “low-level offenses” or “just misdemeanors” because convictions for these offenses can have long-term adverse impacts to employment, education opportunities, and other life success for the person charged. Taking the first offense seriously will help countless people and communities in the long term if an attempt is made to intervene the first time someone is charged with a crime commonly associated with addiction and untreated behavioral health issues.

Courts of limited jurisdiction currently have the ability to impose treatment and other requirements that are focused on getting control of the behavioral health issues as part of sentencing. However, there needs to be a “nexus” between the condition imposed and the crime committed. Treatment cannot be imposed as a condition of sentence if there is no attempt to screen people for such behavioral health issues before sentencing. In addition, the failure rate for treatment conditions are contributed to by the absence of any coordinated hand-off from the court to behavioral health professionals.

## **8. Is there equal access to funding for counties and cities?**

RCW 2.30.040 does not make a distinction between a county and a city seeking funding for therapeutic courts. However, RCW 82.14.460 only allows counties to collect and use a .1% sales tax for behavioral health treatment and therapeutic courts. An exception was codified in 2010 that allowed cities with populations of over 30,000 people to impose the tax, but only if that county had not already imposed the tax.

In King County alone, there are eight cities with populations greater than the populations of eighteen counties. Twenty-seven of the thirty-nine counties have populations that are less than the populations of individual suburban cities like Federal Way, Kent, Renton, and Kirkland. These four cities operate municipal courts that handled a combined 10,959 criminal case filings in 2018, yet cannot collect or use any sales tax generated by RCW 82.14.460 to address the same behavioral health issues that counties face.<sup>2</sup>

## **9. Why do courts of limited jurisdiction need state financial support?**

The lack of resources results in countless lost opportunities to identify “the specific individual's needs,”<sup>3</sup> and provide “treatment for the issues presented”<sup>4</sup> for first time justice-involved individuals and other justice-involved individuals suffering from behavioral health issues.

Washington State’s court structure properly allows each community to meet its criminal justice needs through local control, accountability, and flexibility. Counties and cities across the state have fulfilled their statutory duties to provide for courts to address crimes that occur within respective jurisdictional boundaries. However, in recent years the counties and cities of this state have been confronted with a common crisis in criminal justice that knows no jurisdictional boundaries. This means that local impacts have become regional and statewide impacts.

However, as stated in *Municipal Courts: An Effective Tool for Diverting People with Mental and Substance Use Disorders from the Criminal Justice System*, the common denominator for all courts is the need for the following resources so that courts of limited jurisdiction can properly intervene in behavioral health issues:

1. Identification and Screening;
2. Court Based Clinician;
3. Recovery-Based Engagement; and,
4. Proportional Response.

The majority of the courts of limited jurisdiction do not have these four resources available to them and are not able to follow best practice due to lack of those resources at the local level.

Many communities, and the courts that serve them, also do not have adequate resources to establish a therapeutic court in compliance with RCW 2.30.030. Therefore, due to the absence of any intermediate alternative, most courts of limited jurisdiction are not able to use any type of coordinated therapeutic approach for early intervention or for cases that are not eligible for a therapeutic court.

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<sup>2</sup> King County collects \$138,000,000 dollars per biennium from this tax and King County cities with municipal courts receive none of that money.

<sup>3</sup> RCW 2.30.010(2)

<sup>4</sup> RCW 2.30.010(2)

Without outside financial support, local communities cannot afford to adequately address the behavioral health issues that are causing individual suffering and adverse community impacts. The current lack of outside support actually fuels a financial incentive to impose a minimal sentence that does nothing to address the underlying cause of criminal behavior. Local jurisdictions without resources are left with nothing more than hope that the affected person will get needed help in another jurisdiction with more resources.

In addition, a coordinated community-based approach that maximizes the use of resources is more likely if communities have access to Sequential Intercept Mapping. This coordinated approach will then allow all courts and communities the opportunity to address underlying causes before and, if needed, after the condition or criminal behavior gets out of control. Organizing and maximizing existing resources and providing missing resources will ultimately make it easier for local courts to use therapeutic intervention in all applicable Intercepts; 2, 3 and 5.

## 10. Conclusion

Reasonable minds can differ about what type of judicial intervention is most effective and the needs of communities will vary, but the common denominator is that courts need state funding for resources that allow for the proper use of therapeutic techniques throughout all intercepts or approaches.

1. Examples of resources that are universally useful in all intercepts include:
  - a. Sequential Intercept Mapping services;
  - b. Training for court personnel, attorneys, judges, and probation;
  - c. Proper uniform screening tools;
  - d. Immediate onsite evaluations with court-based clinicians;
  - e. Peer navigators to be used for “warm hand-offs”;
  - f. Case managers;
  - g. Court coordinators;
  - h. Social workers.

Courts could also be encouraged to share resources under RCW 2.30.050.

Example: One court-based clinician could be available at different courts on different days.

2. Intercept 2: Increase the availability and use of crisis centers that could be used in conjunction with court pre-trial release programs and catch and release programs authorized by courts;
3. Intercept 4: Currently, federal and state law provides that medical insurance be suspended when someone goes to jail. We need to amend the law to provide an exception that allows government entities and private treatment agencies to form public/private partnerships for therapeutic detention centers. The same insurance carrier that would cover the treatment if the justice-involved individual were out of custody could then pay for treatment if it is offered in an approved specialty detention center. There could also be attempts to inspire the philanthropic

community to help fund specialty detention centers that would be more like hospitals that someone cannot leave than a jail that provides treatment;

4. Intercept 5: Provide for better coordination of probation services among jurisdictions so affected individuals with multiple cases can be monitored in one probation department that reports to multiple courts. Specialty behavioral health probation units could be formed to serve a consortium of cities and counties;
5. Intercept 5: Use of the two-year college system for referrals of justice-involved individuals from courts can be beneficial for education, training, and employment, but such referrals could be used for the dual purpose of providing a clinical experience for students seeking a career in social services or behavioral health. The clinical experience could also be offered in the court setting in coordination with the schools, treatment providers, and/or social workers.
  - a. Retailers could also collaborate with the college system to provide needed education regarding the impacts of retail theft and other crimes.



**THERAPEUTIC COURT GRANT APPLICATION GUIDELINES, RECOMMENDATIONS, AND  
CHECKLIST**

ESB 5476 has mandated that AOC allocate funding based upon a distribution methodology that will split funds equitably between those therapeutic courts located "east of the crest of the Cascade mountains and those therapeutic courts located west of the crest of the Cascade mountains." Local jurisdictions that receive funding must use those funds to identify individuals before the courts with substance use disorders or other behavioral health needs, and engage those individuals with community-based therapeutic interventions. In order to ensure that these qualifications are met, AOC has created an application to gather information from interested courts. Along with the information provided in the application, AOC will use a tiered structure to make decisions on how funding will be distributed. Courts who are requesting funding to establish a new therapeutic program will be given priority. Courts who are requesting funding to expand their therapeutic program will be the second priority, followed by courts who are requesting funding to maintain a therapeutic program.

When grant applications are received at the AOC, they will undergo a preliminary technical screening to ensure that all required application documents are included and filled out correctly. This review is not a policy or approval review. Applications that pass this initial screening are forwarded to the Therapeutic Grant Application Review Workgroup (Workgroup) for funding evaluation. Applications / applicants that do not pass this initial technical screening will not be accepted for Workgroup evaluation. They will be immediately notified by Stephanie Oyler via return email, along with a list of what needs to be corrected or included. To help ensure that your application passes the initial screening and is expedited for Workgroup evaluation, please use the following checklist as a guideline for completing your application:

☐ Are all questions on your application form completed? If additional space is needed, please feel free to add pages to your application. The more descriptive and detailed you can be in supporting your request, the better.

**NOTE:** Multiple jurisdictions served by a single municipal court or district court may apply for funds as a single entity.

☐ Funding requests must identify how funds will be used to identify individuals with substance use disorders or other behavioral health needs and engage those individuals with community-based therapeutic intervention. It is expected recipients of the grant funding will be audited by both state and federal auditors and the explicit connection to individuals with substance use disorders must be documented.

**NOTE:** Funding is reserved for judge-included therapeutic court programs. Applications are limited to presiding judges and court administrators.

☐ AOC is committed to ensuring that every program receiving funding reflects the principles of diversity and inclusion. Does your funding request identify how your court's program will avoid discrimination and barriers to access?

☐ Does your funding request comply with evidence-based best practices for therapeutic courts? Funding requests that are inconsistent with evidence-based best practices will be denied. (Examples of evidence-based best practices: NADCP Drug Court Guidelines, BJA Mental Health Court Guidelines, and Family Treatment Court Best Practice Standards)

**NOTE:** ☐ Has your court taken the time to consider including medication-assisted treatment (MAT) in your program? AOC strongly encourages all applicants to read SAMSHA's guide to MAT, linked here.

☐ Is your application form signed by your presiding judge and court administrator?

☐ Have you attached a budget grid to your application?

☐ Does your budget grid equal the total amount requested on your application form?

☐ Have you reported any funding for your court's therapeutic court program on your application and grid?

☐ AOC will require that recipients submit quarterly reports detailing how funding has been used and the impact that that funding has had on your court. Have you documented the reporting measures you have in place to ensure you're accurately able to report information to AOC?

If you have questions or need assistance, please contact Stephanie Oyler, DMCJA Court Association Coordinator, at [Stephanie.Oyler@courts.wa.gov](mailto:Stephanie.Oyler@courts.wa.gov) or 360-890-0901.



# CITY OF FEDERAL WAY

## CITY COUNCIL

### AGENDA BILL

**SUBJECT: CDBG-CV2 CONTRACT WITH WA STATE DEPARTMENT OF COMMERCE**

**POLICY QUESTION:** Should the City enter into an agreement with the Washington State Department of Commerce to accept grant funds totaling \$224,366.00 to fund projects with Catholic Community Services and the Multi-Service Center to provide rent assistance to households impacted by COVID-19?

**COMMITTEE:** Parks, Recreation, Human Services, and Public Safety      **MEETING DATE:** September 14, 2021

**CATEGORY:**

<input checked="" type="checkbox"/> <b>Consent</b>	<input type="checkbox"/> <b>Ordinance</b>	<input type="checkbox"/> <b>Public Hearing</b>
<input type="checkbox"/> <b>City Council Business</b>	<input type="checkbox"/> <b>Resolution</b>	<input type="checkbox"/> <b>Other</b>

**STAFF REPORT BY:** Sarah Bridgeford, Community Services Manager      **DEPT:** Community Development

**Attachments:** 1. Staff Report  
2. Agreement

**Options Considered:**

1. Approve the proposed agreement.
2. Do not approve the proposed agreement and provide direction to staff.

**MAYOR'S RECOMMENDATION:** Option 1.

**MAYOR APPROVAL:**

*[Signature]* 9/1/21  
Committee  
Initial/Date

*[Signature]* 9/1/21  
Council  
Initial/Date

**DIRECTOR APPROVAL:**

*[Signature]* 9/1/21  
Initial/Date

**COMMITTEE RECOMMENDATION:** "I move to forward the proposed Agreement to the September 21, 2021, consent agenda for approval."

*Kochmer*  
*Via Zoom*  
Committee Chair

*Bernso*  
*Via Zoom*  
Committee Member

*Assefa-Dawson*  
*Via Zoom*  
Committee Member

**PROPOSED COUNCIL MOTION:** "I move approval of the proposed Agreement, and authorize the Mayor to execute said agreement."

(BELOW TO BE COMPLETED BY CITY CLERK'S OFFICE)

**COUNCIL ACTION:**

- ☐ APPROVED
- ☐ DENIED
- ☐ TABLED/DEFERRED/NO ACTION
- ☐ MOVED TO SECOND READING (*ordinances only*)

REVISED – 11/2019

**COUNCIL BILL #**

First reading

Enactment reading

**ORDINANCE #**

**RESOLUTION #**

CITY OF FEDERAL WAY  
MEMORANDUM

**DATE:** August 25, 2021

**TO:** City Council Members

**VIA:** Jim Ferrell, Mayor

**FROM:** Sarah Bridgeford, Community Services Manager

**SUBJECT:** CDBG-CV2 Contract with WA State Department of Commerce

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**Financial Impacts:**

This item was not included within the approved budget. As proposed, the rent assistance projects will be funded by a grant from the Department of Commerce in the amount of \$224,366.00. These funds are through the Community Development Block Grant (CDBG) program, funded by the CARES Act for coronavirus relief. Upon completion of the project, future costs will be minimal and be covered by existing staff due to ongoing costs associated with CDBG requirements for monitoring and record keeping.

**Background Information:**

In 2020, the City of Federal Way received two direct CDBG allocations recognized as CDBG-CV funds, specifically CDBG-CV1 and CDBG-CV3 funds. The State of Washington also received a direct allocation of CDBG-CV2 funds. The Department of Commerce has made a portion of its allocation available to jurisdictions that directly received CDBG-CV funds. The funds were made available via a grant application for projects previously funded with the jurisdiction's CDBG-CV funds with a focus on rent assistance. The City was able to apply for these funds to expand two rent assistance projects funded with the City's CDBG-CV funds. The projects will provide assistance to low- and moderate-income households impacted financially by COVID-19.

Catholic Community Services and the Multi-Service Center had previously applied for and were granted CDBG-CV funds to provide rent assistance to Federal Way residents impacted by COVID-19. As these projects received City CDBG-CV funds, they were eligible to be included in the application for Commerce CDBG-CV2 funds. Each of these projects will receive an equal amount of \$112,183.00, half of the total grant amount.

While the Commerce agreement indicates the funds must be expended by June 30, 2023, both Catholic Community Services and the Multi-Service Center intend to expend funds no later than March 31, 2022, as the need in the community warrants quicker deployment of the assistance to address housing stability.



**Interagency Grant Agreement with**

City of Federal Way

through

Community Development Block Grant Program

**CDBG – Coronavirus (CDBG-CV2)**

**For**

Activities to prevent, prepare for, and respond to coronavirus in partnership with local service providers.

**Start date:** 4/1/2021

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# FACE SHEET

Contract Number: 20-6221C-151

Washington State Department of Commerce  
Local Government Division  
Community Assistance and Research Unit  
CDBG – Coronavirus (CDBG-CV2)

<b>1. Grantee</b> City of Federal Way 33325 8th Avenue South Federal Way, WA 98003-6325		<b>2. Grantee Doing Business As (optional)</b> NA	
<b>3. Grantee Representative</b> Sarah Bridgeford, Community Services Manager Phone: 253-350-2863 Email: sarah.bridgeford@cityoffederalway.com		<b>4. COMMERCE Representative</b> Genny Matteson, Project Manager      Address: Phone: (360) 725-3093      PO Box 42525 Fax: (360) 586-8440      1011 Plum Street SE genny.matteson@commerce.wa.gov      Olympia, WA 98504	
<b>5. Grant Amount</b> \$224,366	<b>6. Funding Source</b> Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> 4/1/2021	<b>8. End Date</b> 6/30/2023
<b>9. Federal Funds (as applicable) Federal Agency:</b> <b>CFDA Number:</b> <b>Indirect Rate (if applicable):</b> \$224,366      U.S. Department of Housing      14.228      N/A And Urban Development (HUD)			
<b>10. Tax ID #</b> 91-1462550	<b>11. SWV #</b> SWV0015957-00	<b>12. UBI #</b> 601-223-538	<b>13. DUNS #</b> 612509901
<b>14. Grant Purpose</b> Activities to prevent, prepare for, and respond to coronavirus in partnership with local service providers. A full description of the project is in Attachment "A" Scope of Work and Budget.			
<b>15. Signing Statement</b> COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and Attachments and have executed this Grant on the date below to start as of the date and year referenced above and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Grant are governed by this Grant and the following documents hereby incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work and Budget, Attachment "B" – Letter to Incur Costs (if applicable), and the following documents incorporated herein by reference: Grantee's application for funding and the Community Development Block Grant policies and procedures, prepared by Commerce.			
<b>FOR GRANTEE</b>  _____ The Honorable Mayor Jim Ferrell, Mayor City of Federal Way  _____ Date		<b>FOR COMMERCE</b>  _____ Mark K. Barkley, Assistant Director Local Government Division  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 07/17/2019.</b> <b>APPROVAL ON FILE.</b>	

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY GRANT AGREEMENT  
FEDERAL FUNDS**

**1. DEFINITIONS**

- A. "Contractor" and "Grantee" in this Grant, and the term "subrecipient" found in the federal Community Development Block Grant (CDBG) rules and regulations, shall mean the same.
- B. Community Development Block Grant – Coronavirus Response (CDBG-CV) grants are funded by the Coronavirus Aid, Relief, and Economic Security (CARES) Act.
- C. "Low- and moderate-income" shall mean a household income equal to or less than 80 percent of area median income adjusted by family size.
- D. "Subgrantee/Subcontract" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subcontractors" mean subcontractor(s) in any tier.
- E. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.

**2. AUTHORITY**

COMMERCE and Grantee enter into this Grant pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

**3. ACKNOWLEDGMENT OF FEDERAL FUNDS**

Federal Award Date: February 11, 2021

Federal Award Identification Number (FAIN): B-20-DW-53-0001

Total amount of the federal award: \$38,217,218

Awarding official: John W. Peters, HUD CPD Director

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

"This project was supported by Grant No. B-20-DW-53-0001 awarded by the U.S. Department of Housing and Urban Development (HUD). Points of view in this document are those of the author and do not necessarily represent the official position or policies of HUD. Grant funds are administered by the Community Development Block Grant Program, Washington State Department of Commerce".

**4. ACQUISITION AND DISPOSITION OF ASSETS**

The Grantee will account for any tangible personal property acquired or improved with this Grant.

The use and disposition of real property and equipment under this Grant will be in compliance with the requirements of all applicable federal law and regulation, including but not limited to 24 CFR Part 84 and 24 CFR Part 570.489, 570.502, 570.503, 570.504, and 570.505 as applicable, which include but are not limited to the following:

Real property that was acquired or improved, in whole or in part, with funds under this Grant in excess of \$25,000 shall be used to meet one of the CDBG national objectives for ten (10) years after the Grant is closed. Any exception must be made with COMMERCE approval and the Grantee will be responsible to pay COMMERCE an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. Such payment from the disposition of real property acquired with this Grant within ten (10) years of closeout of the Grant shall be treated as CDBG Program Income.

In cases in which equipment acquired in whole or in part with funds under this Grant is sold, the proceeds will be CDBG Program Income.

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY GRANT AGREEMENT  
FEDERAL FUNDS**

**5. AUDIT**

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

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to [auditreview@commerce.wa.gov](mailto:auditreview@commerce.wa.gov).

**6. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE Representative on a Washington State Invoice Voucher form not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number identified on the Face Sheet of this Grant. If expenses are invoiced, provide a detailed breakdown of each type.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant, including completion of the Environmental Review and the release of funds (if applicable).

No payments in advance or in anticipation of services or supplies to be provided under this Grant shall be made by COMMERCE.

COMMERCE shall not release the final five (5) percent of the total grant amount until acceptance by COMMERCE of project completion.

**Invoices and End of Fiscal Year**

The grantee must invoice end of state fiscal year final invoices for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date. Commerce will provide notification of the end of fiscal year due date.

**Duplication of Billed Costs**

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

**Prevent Duplication of Benefit**

The CARES Act provides that there are adequate procedures in place 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). HUD requires each Grantee (and subrecipient) have procedures to prevent the duplication of benefits when it provides financial assistance with CDBG-CV funds. Federal disaster law prohibits the provision of federal assistance in excess of need. Before paying a cost with federal disaster assistance, the Grantee (and subrecipient) must check to see that the assistance will not cause a duplication of benefits, meaning that the cost has not or will not be paid

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by another source. Any person or entity (including subrecipients) receiving CDBG-CV assistance must agree to repay assistance that is determined to be duplicative; and to assess whether the use of CDBG-CV funds will duplicate financial assistance already received or is likely to be received by acting reasonably, Grantees (and subrecipients) must have a method to evaluate need and the resources available to meet that need.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors/subrecipient.

**7. CLOSEOUT**

COMMERCE will advise the Grantee to initiate closeout procedures when there are no impediments to closing and the following criteria have been met or soon will be met:

- A. All costs have been incurred with the exception of closeout costs and any unsettled third-party claims against the Grantee. Costs are incurred when goods and services are received or contract work is performed.
- B. The Grantee has held a public hearing to review program performance.
- C. The Grantee has submitted the Contract Closeout Report. Failure to submit a report will not preclude COMMERCE from effecting closeout if it is deemed to be in the state's interest. Any excess grant amount in the Grantee's possession shall be returned in the event of failure to finish or update the report.
- D. Other responsibilities of the Grantee under this Grant and applicable laws and regulations appear to have been carried out satisfactorily or there is no further state interest in keeping this Grant open for the purpose of securing performance.

**8. COMPENSATION**

COMMERCE shall pay an amount not to exceed the amount identified on the Face Sheet of this Grant for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment A, Scope of Work and Budget incorporated herein, and by reference the Grantee's application for funding.

Grantee shall receive reimbursement for travel and other expenses as authorized in advance by COMMERCE as reimbursable. Grantee shall receive compensation for travel expenses at current state travel reimbursement rates

**9. DEBARMENT**

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - ii. 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;
  - iii. 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
  - iv. 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.



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- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant that 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 COMMERCE.
- D. The Grantee further agrees by signing this Grant 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:

**LOWER TIER COVERED TRANSACTIONS**

- a. 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.
  - b. 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.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

**10. ENVIRONMENTAL REVIEW**

**General Purpose, Housing Enhancement, and Economic Opportunity Grants**

Funding in excess of the amount stipulated in **Attachment B, Letter to Incur Costs**, shall not be released to a Grantee by COMMERCE until the following conditions implementing 24 CFR part 58 are met:

- A. The Grantee must complete an environmental review of the project and make a finding of environmental impact. A notice of this finding must be published along with a notice of the Grantee's intent to request release of funds for the project unless the project is exempt from the publication requirements as described. The Grantee must allow a seven (7) or fifteen (15) day period for public review and comment following publication of the notices unless exempt under the National Environmental Policy Act (NEPA) and the Washington State Environmental Policy Act (SEPA). When this review and comment period expires, the Grantee may, after considering any comments received, submit a request for release of funds to COMMERCE. Upon receipt of the request, COMMERCE must allow a fifteen (15) day period for public review and comment. When COMMERCE's public review and comment period expires, COMMERCE may, after considering any comments received, formally notify the Grantee in writing of the release of federal funds for the project.
- B. This special condition is satisfied when the Grantee completes the environmental review and request for release of funds from COMMERCE. The special condition is effectively removed on the date COMMERCE provides the Grantee with written notice of release of funds.

**Microenterprise Assistance, Planning-Only and Public Services Activities**

Funding shall not be released to a Planning-Only Activities or Public Services Activities recipient until the following conditions are met: The Grantee assures that assisted activities are exempt under NEPA (24 CFR 58.34) and categorically exempt under SEPA (RCW 43.21C.110). The Grantee further assures that the activities do not come under the purview of any other federal, state, and known local environmental laws, statutes, regulations or executive orders. In addition, the Grantee assures it will document, in writing, its determination that each activity or project is exempt and meets the conditions specified for such exemption under NEPA (24 CFR 58.34(3)) (for Planning-Only) or 58.34(4) (for Public Services) and (SEPA) WAC 197-11-800.

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**11. INDIRECT COSTS**

The Grantee shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

**12. GRANT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

**13. HISTORICAL OR CULTURAL ARTIFACTS, HUMAN REMAINS**

In the event that historical or cultural artifacts are discovered at the project site during construction or rehabilitation, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state historic preservation officer at the Department of Archaeology and Historic Preservation (DAHP) at (360) 586-3065. If human remains are discovered, the Grantee shall stop work, report the presence and location of the remains to the coroner and local law enforcement immediately, and contact DAHP and the concerned tribe's cultural staff or committee.

**14. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

**15. LAWS**

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including,

- Housing and Community Development (HCD) Act of 1974.
- CDBG regulations in 24 CFR Part 570.
- 2 CFR 200.
- Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law PL 116-136.
- Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grant, Fiscal Year 2019 and 2020 Community Development Block Grants, and for other Formula Programs, Docket No. FR-6218-N-01.

**16. PERFORMANCE REPORTING**

The Grantee, at such times and in such forms as COMMERCE may require, shall furnish periodic progress and performance reports pertaining to the activities undertaken pursuant to this Grant. These reports may include environmental review records, publication affidavits, procurement and contracting records, documentation of compliance with federal civil rights requirements, job creation records, program income reports, reports of the costs and obligations incurred in connection therewith, the final closeout report, and any other matters covered by this Grant. Activities funded by this Grant providing income-qualified direct assistance or direct services under the limited clientele, housing, or job creation CDBG National Objectives, must submit quarterly beneficiary reports as furnished by COMMERCE. Failure to submit these reports may result in COMMERCE withholding payment or terminating this Grant.

**17. PROGRAM INCOME**

Program income, as defined in 24 CFR 570.489(e), retains federal identity and will be used in accordance with CDBG-CV requirements. The Grantee must maintain records of program income received and expended, and annually report program income received after closeout of this Grant.

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Program Income shall be used to continue the same activities to benefit low- and moderate-income persons or, with COMMERCE approval, for other activities to benefit low- and moderate-income persons. Interest earned in excess of \$100 on CDBG funds received to reimburse incurred costs must be remitted to COMMERCE for return to the U.S. Treasury.

**18. PROHIBITION ON CERTAIN FUNDS TRANSFERS**

The Grantee that directly or indirectly receives CDBG-CV funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal consideration, but must use such funds for activities eligible under title I of the HCD Act or permitted by waiver and alternative requirements that apply to the use of CDBG-CV funds.

**19. SUBCONTRACTOR DATA COLLECTION**

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**20. SUBCONTRACTS FOR ENGINEERING SERVICES**

Engineering firms must certify that they are authorized to do business in the state of Washington and are in full compliance with the requirements of the Board of Professional Registration. The Grantee shall require that engineering services providers be covered by errors and omissions insurance. The engineering firm shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the engineering firm and licensed staff employed or under contract to the engineering firm. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

**21. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work and Budget
- Attachment B – Letter to Incur Cost, if applicable
- Grantee's application for funding and the Community Development Block Grant policies and procedures, prepared by Commerce as incorporated by reference on the Face Sheet

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**1. DEFINITIONS**

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this Grant shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subgrantee/Subcontract" shall mean one not in the employment of the Grant, who is performing all or part of those services under this Grant under a separate Grant with the Contractor. The terms "subgrantee" and "subcontractors" mean subcontractor(s) in any tier.

**2. ALL WRITINGS CONTAINED HEREIN**

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

**3. AMENDMENTS**

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

**4. ASSIGNMENT**

Neither this Grant, work thereunder, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

**5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
  - iii. All personal information in the possession of the Grantee that may not be disclosed under state or federal law.
- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The

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Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

**7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

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**11. RECAPTURE**

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grantee.

**12. RECORDS MAINTENANCE**

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grantee.

The Grantee shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

**15. SUBGRANTING/SUBCONTRACTING**

The Grantee may only subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subgrantee to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee's performance of the subcontract.

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**16. SURVIVAL**

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

**17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

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

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are in addition to any other rights and remedies provided by law.

**18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

**19. TERMINATION PROCEDURES**

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this contract, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE 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 COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;

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- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which the Authorized Representative has or may acquire an interest.

**20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees/Subcontractors.

**21. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



# ATTACHMENT A — SCOPE OF WORK AND BUDGET

Grantee: City of Federal Way

Contract No. 20-6221C-151

## Section A: Project Description / Deliverable

The city of Federal Way will make \$224,366 in CDBG-CV2 funds available to Catholic Community Services of Western Washington and Multi-Service Center as grant subrecipients. These funds will result in new and increased CDBG eligible public services for the residents of Federal Way, to help stabilize eligible households impacted by COVID-19.

Total project costs are estimated at \$224,366.

Eligible public services will benefit a combined total of approximately 39 persons and target services to limited clientele with principally low- and moderate-incomes based on a LMI household qualification process. CDBG-CV funded activities will prevent, prepare for, and respond to coronavirus.

## Section B: Project Activities, Milestones and Budget

CDBG Budget Code	Budget Amount	Project Activities  *Must complete each bulleted project activity to meet the corresponding milestone.	Performance Milestones
21A General Admin.	\$0	<ul style="list-style-type: none"> <li>Execute grant contract with Commerce.</li> <li>Verify the subrecipient does not have an active exclusion record in the federal award system (SAM.gov), include documentation in the CDBG-CV file, and submit a copy to Commerce.</li> <li>Establish a subrecipient agreement that <i>includes the quarterly beneficiary reporting requirement</i>. Submit a signed copy to Commerce.</li> <li>Establish administrative, financial, reporting, and record keeping systems, including a system to prevent duplication of benefit.</li> </ul>	Before first payment request
		Payment requests: <ul style="list-style-type: none"> <li>Review subrecipient reimbursement requests and project costs and invoices against project budget and contract start date.</li> <li>Once costs are approved, prepare and submit payment request and project status report to Commerce.</li> <li>Document receipt of grant funds and reimbursement of eligible costs.</li> </ul>	Note more than monthly  First payment request within 270 days from contract execution
		<ul style="list-style-type: none"> <li>Submit a CDBG Beneficiary Report within 30 days of end of each calendar quarter.</li> </ul>	By Jan 31, April 30, July 31, Oct 31

**Attachment A**

		<ul style="list-style-type: none"> <li>▪ Complete applicable civil rights requirements.</li> <li>▪ Conduct an on-site monitoring of the subrecipient to verify the grant is used according to CDBG-CV requirements and all costs reimbursed are allowable.</li> </ul>	Prior to Commerce's on-site monitoring
		<ul style="list-style-type: none"> <li>▪ Resolve all monitoring issues with state CDBG program.</li> <li>▪ Accomplish all grant activities.</li> <li>▪ Conduct a final public hearing to review project performance.</li> <li>▪ Submit a CDBG-CV Contract Closeout Report.</li> </ul>	Before requesting final 5% of CDBG award
		<ul style="list-style-type: none"> <li>▪ List CDBG-CV expenditures in your annual Schedule of Expenditures of Federal Awards and arrange an audit with the State Auditor's Office to meet the Uniform Guidance (2 CFR Part 200).</li> </ul>	Before audit
05Q Subsistence Payments	\$224,366	<ul style="list-style-type: none"> <li>▪ Complete the environmental review and prepare an environmental review record in compliance with NEPA requirements for CDBG.</li> <li>▪ Develop and establish CDBG-CV program's policies and procedures, including CDBG income qualification, COVID-19 impact verification, prevent duplication of benefits, and beneficiary reporting requirements.</li> <li>▪ Deliver the direct services identified in the CDBG-CV application through the subrecipient.</li> <li>▪ Allocate and manage public services funds as established in the approved subrecipient agreement and budget, and prevent duplication of benefits.</li> <li>▪ Meet the CDBG national objective of principally benefiting low- and moderate-income persons.</li> <li>▪ Accomplish HUD's outcome of increasing the availability and accessibility of services to achieve HUD's objective of creating suitable living environments.</li> </ul>	Approx. 39 LMI persons receive direct services by 6/30/2023
<b>TOTAL:        \$224,366</b>			



STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000  
[www.commerce.wa.gov](http://www.commerce.wa.gov)

June 22, 2021

The Honorable Jim Ferrell, Mayor  
City of Federal Way  
33325 8th Avenue South  
Federal Way, WA 98003-6325

Dear Mayor Ferrell:

I am pleased to inform you that Commerce has awarded the City of Federal Way up to \$224,366 in federal Community Development Block Grant - Coronavirus (CDBG-CV) funds. This award is based on the jurisdiction's CDBG-CV2 application for activities to prevent, prepare for, and respond to coronavirus in partnership with local service providers.

Prior to grant contract execution, this letter allows you to begin incurring costs not to exceed ten percent of your award as of April 1, 2021, for only the following activities:

- Administration including documented staffing, travel and training
- Pre-application costs, such as public hearing notices and documented staffing and time for CDBG-CV2 consortium communication and application
- Review of environmental laws and authorities, including Section 106 of the National Historic preservation Act of 1996
- Preliminary engineering design work and consultations needed for the environmental review
- Subrecipient agreements or professional service contracts for any of the above activities

A CDBG subrecipient agreement, for use if you pass these funds through to a local entity or service provider to implement the grant, is available in Section 18 of the CDBG Management Handbook, which is available electronically at [www.commerce.wa.gov/cdbg](http://www.commerce.wa.gov/cdbg) and [here](#).

The Honorable Mayor Jim Ferrell  
June 22, 2021  
Page 2

CDBG procurement requirements must be followed before hiring professional services or contractors to be funded by this CDBG award. These requirements are in Sections 5 and 7 of the CDBG Management Handbook.

CDBG-specific compliance with the National Environmental Policy Act (NEPA) must be completed before any choice limiting action can occur. These procedures are described in Section 6 of the CDBG Management Handbook.

Eligible costs will be reimbursed by Commerce after your grant contract with Commerce is executed and the NEPA environmental review is complete (see enclosure for further explanation).

All costs to be reimbursed must comply with applicable state and federal requirements. Additional CDBG-CV2 implementation guidance is available on the CDBG-CV website [here](#) and forthcoming.

The jurisdiction must have an active and unexpired Dun and Bradstreet Numbering System (DUNS) in the System for Award Management (SAM) to avoid delays in the disbursement of funds. Grantees are required to maintain an active SAM registration for the duration of their contract by re-activating their DUNS number annually at the following website:  
<https://www.sam.gov/SAM/>.

If your project is not ready to proceed, resulting in the contract's execution being delayed over 90 days from the date of this letter, the CDBG-CV2 award may be rescinded.

Your contract manager will be contacting you to develop the grant contract. Until then, if you have any questions, please contact Kaaren Roe at 360.725.3018 or [kaaren.roe@commerce.wa.gov](mailto:kaaren.roe@commerce.wa.gov).

I congratulate you and others for your efforts thus far. We look forward to working with you to address the impacts of COVID-19 in your communities.

Sincerely,



Mark K. Barkley  
Assistant Director

# CITY OF FEDERAL WAY

## CITY COUNCIL

### AGENDA BILL

**SUBJECT:** Lease agreement between Twin Lakes Plaza, LLC and The City of Federal Way for the Twin Lakes Substation.

**POLICY QUESTION:** Should the City of Federal Way/Federal Way Police Department (FWPD) enter into a lease agreement with Twin Lakes Plaza, LLC for a FWPD Twin Lakes Substation for \$655 per month?

**COMMITTEE:** PRHSPSC

**MEETING DATE:** Sept. 14, , 2021

**CATEGORY:**

- |  |                                     |   |
|--|-------------------------------------|---|
| <input checked="" type="checkbox"/> Consent    | <input type="checkbox"/> Ordinance  | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> City Council Business | <input type="checkbox"/> Resolution | <input type="checkbox"/> Other          |

**STAFF REPORT BY:** Raymond Bunk, Commander

**DEPT:** Police Department

**Attachments:**

1. Staff Memo
2. Lease Agreement between Twin Lakes Plaza, LLC and the City of Federal Way

**Options Considered:**

1. Accept the proposed Lease Agreement.
2. Reject the proposed Lease Agreement and provide direction to staff.

**MAYOR'S RECOMMENDATION:** Option 1.

**MAYOR APPROVAL:**

*J 7/23/21*  
Committee

**DIRECTOR APPROVAL:**

*Hwang 7/23/21*  
Initial

**COMMITTEE RECOMMENDATION:** *I move to forward the proposed agreement to the September 21, 2021 consent agenda for approval.*

*Kochmer*  
*Vik Zoom*

Committee Chair

*Beruso*  
*Vik Zoom*

Committee Member

*ASSETA-Dawson*  
*Vik Zoom*

Committee Member

**PROPOSED COUNCIL MOTION:** *I move approval of the proposed agreement and authorize Mayor Ferrell to execute said agreement.*

(BELOW TO BE COMPLETED BY CITY CLERKS OFFICE)

**COUNCIL ACTION:**

- ☐ APPROVED
- ☐ DENIED
- ☐ TABLED/DEFERRED/NO ACTION
- ☐ MOVED TO SECOND READING (*ordinances only*)

REVISED – 08/12/2010

**COUNCIL BILL #**

1<sup>ST</sup> reading

Enactment reading

**ORDINANCE #**

**RESOLUTION #**

CITY OF FEDERAL WAY  
CITY COUNCIL COMMITTEE STAFF REPORT

DATE:	September 14, 2021
TO:	Parks, Recreation, Human Services and Public Safety Council Committee
VIA:	Jim Ferrell, Mayor
FROM:	Andy J. Hwang, Chief of Police
SUBJECT:	Lease Agreement between Twin Lakes Plaza, LLC and the City of Federal Way, Washington

**Financial Impacts:**

Twin Lakes Plaza, LLC will be charging \$655 per month (\$7,860 per year) to lease this space. This will be paid out of the 001-2100-111-521-34-452 fund. There are no other additional planned or expected costs.

**Background Information:**

Since 2019, there has been an agreement between Twin Lakes Plaza, LLC and the City of Federal Way for the use of office space, identified as the Twin Lakes Substation, by the Federal Way Police Department. This space is utilized by the Patrol Division, as well as other officers for various police related matters.

Twin Lakes Plaza, LLC will provide the secure office space for \$655 a month and parking for police vehicles will be available. FWPD officers will utilize the space for administrative tasks, and when available, provide assistance with law enforcement issues around the Twin Lakes area.

The term of this MOU is from May 1, 2021 through June 30, 2023.

**LEASE AGREEMENT  
BETWEEN  
TWIN LAKES PLAZA, LLC AND THE CITY OF FEDERAL WAY**

**THIS AGREEMENT** ("Agreement") made this 23<sup>rd</sup> day of June, 2021 by and between TWIN LAKES PLAZA, LLC, a Washington Limited Liability Company hereinafter referred to as "Lessor", and the CITY OF FEDERAL WAY, a municipal corporation of the State of Washington hereinafter referred to as "Lessee."

**WHEREAS**, Lessor is the owner of certain real property that includes office space containing fixtures and equipment located at 3420 SW 320th Street, Suite B-2, Federal Way, Washington 98023 (the "Property"); and

**WHEREAS**, the City's Police Department has been using office space at the Property as a neighborhood substation; and

**WHEREAS**, Lessee believes that the property will continue to be sufficient to accommodate a neighborhood substation on the Property; and

**WHEREAS**, Lessor has agreed to permit Lessee to continue to use the Property for such police office use subject to certain conditions; and

**WHEREAS**, Lessee desires to continue to use the Property, subject to the terms and conditions provided for herein.

**NOW THEREFORE**, address for good and valuable consideration, the receipt of which are hereby acknowledged and the terms of which are hereinafter outlined, the parties agree as follows:

1. Lessor hereby grants to Lessee a temporary, non-perpetual, exclusive license (the "Lease") to occupy and use a portion of the Property, located at 3420 SW 320th Street, Suite B-2, Federal Way, Washington 98023, for use as a substation of the Federal Way Police Department.

Lessee's use of the Property shall be in compliance with any and all conditions of any applicable permits, licenses and other governmental and regulatory approvals and in compliance with all applicable laws, statutes, and governmental rules and regulations. This Property will be used by Lessee and its employees, agents, and representatives, subject to all the terms and conditions of this Agreement.

2. Lessee shall pay Lessor rent in the amount of Six Hundred Fifty-Five and NO/100 Dollars (\$655.00) on a monthly basis commencing May 1, 2021.

3. Lessor agrees to pay all electric utilities associated with the lighting and/or heating of the Property during the term of this Agreement.

4. Lessor hereby grants to Lessee the exclusive right and privilege to use the Property. Lessee's use of the Property shall be conducted in a manner whereby it will not preclude or interfere with Lessor's use of the Property and/or any adjacent property. In addition, Lessee agrees that the property will be available to Lessor with 24 hours' notice to Lessee for the purpose of maintenance.

5. The License Term which shall be limited to the days commencing May 1; 2021 and ending on June 30, 2023.

6. Notwithstanding anything contained herein to the contrary, either party may terminate this agreement early for any reason with thirty (30) days' written notice to the other party. On early termination of the License granted by this Agreement, as well as on the natural termination of this License on June 30, 2023, Lessee shall quietly and peaceably surrender the Lessor's Property in a manner that fully complies with all applicable state, federal, or local statute, regulation or ordinance and will leave the Lessor's Property in as good condition as such Property was in at the time of Lessee's entry on the Property under this Agreement. Furthermore, the terms of this Agreement that would, by their nature, survive termination, including, without limitation, the terms



that govern Lessee's removal obligations and indemnification obligations, as well as this survival provision, will survive termination or expiration of this Agreement.

7. Lessee agrees to defend and to indemnify and hold Lessor, its parent, subsidiaries, affiliates, and Its and their officers, directors, shareholders, agents, employees, and representatives harmless from and against any and all losses, costs, claims, damages, and liabilities, Including reasonable attorney's fees, court costs, and fees of expert witnesses, arising from Lessee's use of the Property as a police substation and from any of Lessee's police activities conducted on the Property. The Lessor agrees to release indemnify, defend, and hold the Lessee, its elected officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers harmless from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, taxes, losses, fines, fees, penalties expenses, attorney's fees, costs, and/or litigation expenses to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or in connection with this Agreement or the performance of this Agreement, except for that portion of the claims caused by the Lessee's sole negligence. Lessor is responsible for maintaining the Property, including common areas, in a safe condition for commercial use and Lessee's indemnification does not cover Lessor's legal duties as a landlord and property owner.

8. During the Term hereof, Lessee shall have in full force and effect commercial general liability Insurance with respect to Lessee's use of the Property and the activities and operations of Lessee on the Property, with a limit for bodily injury, death, property damage and personal injury of not less than One Million and NO/Dollars (\$1,000,000.00) per occurrence. Two Million and NO/Dollar (\$2,000,000) general aggregate. A certificate of insurance shall be delivered to Lessor evidencing the coverage required herein prior to commencing any activity on the Property. Lessee

shall include Lessor and Lessor's property manager, Power Property Consultants, Inc., as additional insureds on the policy.

9. Lessee may not assign its rights hereunder without first obtaining Lessor's approval, which may be granted or withheld in Lessor's sole discretion.

10. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement. No alteration, modification, amendment, or waiver hereto shall be valid unless evidenced by a writing signed by both parties hereto.

11. Lessee shall not permit the roads or any driveways, sidewalks or other rights-of-way adjacent to the Property to be obstructed or disturbed in connection with the use of the Property.

12. All notices, demands, or requests required or permitted to be given under this Agreement shall be hand-delivered or sent by mail, return receipt requested and addressed to the parties as follows:

**LICENSOR:**            **Twin Lakes Plaza, LLC.**  
                             **c/o Puget Sound Commercial**  
                             **33919 9th Ave S, #105**  
                             **Federal Way, WA 98003**  
                             **Attn: Courtland Pixton**  
                             **Tel: 253-838-4100**

**LICENSEE:**            **Federal Way Police Department**  
                             **Attention: Commander Raymond Bunk**  
                             **33325 8th Ave S**  
                             **Federal Way, WA 98003**  
                             **Tel. 253-835-6746**

13. The failure of either party to this Agreement to insist upon the performance of any of the items and conditions of this Agreement, or the waiver of any breach of any of the terms and

conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

14. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

15. This Agreement may be executed in one (1) or more counterparts, all of which taken together shall constitute one (1) instrument and constitutes the entire Agreement between the parties as to the subject matter herein described.

16. Lessee has Inspected the Property and accepts the space in its current state "as-is." Lessee, at Lessee's sole cost, will be responsible for any improvements, repairs and maintenance in the Property during their tenancy.

17. Lessee, at Lessee's sole cost, may install signage. Lessor will review and approve signage and proposed location prior to signage Installation. At the end of the tenancy, whether by natural or early termination, Lessee, at Lessee's sole cost, will have the signage removed and the impacted area returned to its condition prior to signage installation.

18. Lessee is granted a non-exclusive license to use the designated parking areas for police vehicles on the Property for the use of motor vehicles during the term of this Agreement. Lessor reserves the right at any time to grant similar non-exclusive use to other tenants, to promulgate rules and regulations relating to the use of such parking areas, including reasonable restrictions on parking by tenants and lessor. The Parties agree that two parking stalls, the selection of which is

to be mutually agreed upon by the Lessor and the Lessee, will be designated as police use only. These stalls will be located for maximum visibility to the adjacent streets and transit center and may have a marked patrol car present at certain times to deter criminal activity. Any and all costs associated with markings or signage for these designated spaces will be borne by the Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have executed this agreement as of the date and year first set forth above.

**LESSEE:**

**CITY OF FEDERAL WAY:**

**ATTEST:**

\_\_\_\_\_  
**Jim Ferrell, Mayor**

\_\_\_\_\_  
**Stephanie Courtney, CMC, City Clerk**

**DATE:** \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**J. Ryan Call, City Attorney**

**LESSOR:**

**TWIN LAKES PLAZA, LLC.**

  
\_\_\_\_\_  
**Courtland B Pixton, President**

STATE OF WASHINGTON )

COUNTY OF King ) ss.

On this day personally appeared before me Courtland Pixton, to me known to be the Property Manager of Twin Lakes Plaza that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and

deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

GIVEN my hand and official seal this 12th day of July, 2021.



Notary's signature Doris A Staley

Notary's printed name DORIS A STALEY

Notary Public in and for the State of Washington.

My commission expires 10/16/2022

# CITY OF FEDERAL WAY

## CITY COUNCIL

### AGENDA BILL

**SUBJECT: INTERLOCAL AGREEMENT BETWEEN CITY OF FEDERAL WAY AND FEDERAL WAY PUBLIC SCHOOLS FOR SCHOOL RESOURCE OFFICERS**

**POLICY QUESTION:** Should the Police Department enter into an interlocal agreement with Federal Way Public Schools for the school resource officer program?

**COMMITTEE:** Parks, Recreation, Human Services, & Public Safety  
Council Committee

**MEETING DATE:** Sept 14, 2021

**CATEGORY:**

- |  |                                     |   |
|--|-------------------------------------|---|
| <input checked="" type="checkbox"/> Consent    | <input type="checkbox"/> Ordinance  | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> City Council Business | <input type="checkbox"/> Resolution | <input type="checkbox"/> Other          |

**STAFF REPORT BY:** Casey Jones, Commander

**DEPT:** Police

**Attachments:**

1. Staff Report
2. Interlocal agreement

**Options Considered:**

1. Approve the proposed interlocal agreement and authorize execution of the agreement.
2. Do not approve the proposed interlocal agreement and provide direction to staff.

**MAYOR'S RECOMMENDATION:** Option 1.

**MAYOR APPROVAL:**

*[Signature]* 9/9/21  
Committee Initial/Date

*[Signature]* 9/9/21  
Council Initial/Date

**DIRECTOR APPROVAL:**

*[Signature]* 9/9/21  
Initial/Date

**COMMITTEE RECOMMENDATION:** *I move to forward the proposed agreement to the September 21, 2021, City Council Business agenda for approval.*

*Kochmer* *Via Zoom*

Committee Chair

*Burns*  
*Via Zoom*

Committee Member

*Assefa-Dawson*  
*Via Zoom*

Committee Member

**PROPOSED COUNCIL MOTION:** *"I move to approve the proposed interlocal agreement and authorize the Mayor to execute said agreement."*

(BELOW TO BE COMPLETED BY CITY CLERK'S OFFICE)

**COUNCIL ACTION:**

- ☐ APPROVED
- ☐ DENIED
- ☐ TABLED/DEFERRED/NO ACTION
- ☐ MOVED TO SECOND READING (*ordinances only*)
- REVISED - 12/2017

**COUNCIL BILL #**

First reading

Enactment reading

**ORDINANCE #**

**RESOLUTION #**

CITY OF FEDERAL WAY  
MEMORANDUM

**DATE:** September 9, 2021

**TO:** City Council Members

**VIA:** Jim Ferrell, Mayor

**FROM:** ~~Andy J. Hwang, Chief of Police~~  
Casey Jones, Commander

**SUBJECT:** Interlocal agreement between City of Federal Way and Federal Way Public Schools for School Resource Officers

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**Background Information:**

The Federal Way Police Department has partnered with Federal Way Public Schools to provide school resource officers since 1997. This interlocal agreement would provide four (4) school resource officers (SROs), one at each of the main high schools in the District.

Representing Federal Way PD and law enforcement in general, SROs must embrace the opportunities to positively interact with youth. They focus on keeping students out of the criminal justice system when possible and should not be used to attempt to impose criminal sanctions in matters that are more appropriately handled within the educational system. SROs must be fluent in current social and law-enforcement issues that impact schools, students, and youth.

Current legislation limits the length of SRO contracts to one year. The legislation also places certain training requirements upon SROs. The training includes the following: Constitutional and civil rights of children in schools, including state law governing search and interrogation of youth in schools; Child and adolescent development; Trauma-informed approaches to working with youth; Recognizing and responding to youth mental health issues; Educational rights of students with disabilities, the relationship of disability to behavior, and best practices for interacting with students with disabilities; Collateral consequences of arrest, referral for prosecution, and court involvement; Resources available in the community that serve as alternatives to arrest and prosecution and pathways for youth to access services without court or criminal justice involvement; Local and national disparities in the use of force and arrests of children; De-escalation techniques when working with youth or groups of youth; State law regarding restraint and isolation in schools; Bias free policing and cultural competency, including best practices for interacting with students from particular backgrounds, including English learners, LGBTQ, and immigrants; and the Federal Family Educational Rights and Privacy Act requirements including limits on access to and dissemination of student records for non-educational purposes.

### **Proposal**

This proposed interlocal agreement (ILA) would be for one (1) year - the 2021 to 2022 school year and would provide four (4) officers to the schools. One officer would be assigned to each of the main high schools. Per the ILA, the District would compensate the City calculated as the number of officers multiplied by 73.09% of the annual cost to the City for each officer (73.09% represents the ratio of 182 days worked under this contract to the total of 250 days worked annually by an officer). Adjustments to this calculation may change based on reduced officer deployment or increased labor costs paid by the City due to labor agreements or other required changes in officer compensation. The current salaries are between \$89,634 and \$104,810.88 but depend upon the officer's specific pay scale. At 73.09% the District would be compensating the City between \$65,513.49 and \$76,606.27 per officer salary, approximately.



**INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF FEDERAL WAY AND FEDERAL WAY SCHOOL DISTRICT NO. 210  
FOR  
SCHOOL RESOURCE OFFICERS**

This Inter-local Agreement ("Agreement") is made and entered into this 1<sup>st</sup> day of September 2021, by and between the City of Federal Way, a Washington municipal corporation ("City"), and Federal Way Public Schools number 210, ("District"). The City and District (together "Parties") are located and do business at the below addresses which shall be valid for any notice required under this Agreement:

<b>FEDERAL WAY SCHOOL DISTRICT NO. 210:</b>	<b>CITY OF FEDERAL WAY:</b>
<i>Dr. Dani Pfeiffer, Superintendent</i> 33330 8 <sup>th</sup> Ave S Federal Way, WA 98003 (253) 945-2070 (telephone) (253) 945-2055 (facsimile) <a href="mailto:pvang@fwps.org">pvang@fwps.org</a>	<i>Andy Hwang, Chief of Police</i> 33325 8 <sup>th</sup> Ave. S. Federal Way, WA 98003-6325 (253) 253-835-6701 (telephone) (253) 253-835-6739 (facsimile) <a href="mailto:Lynette.allen@cityoffederalway.com">Lynette.allen@cityoffederalway.com</a>

Pursuant to Chapters 39.34 and 28A.320 RCW, the City and District may enter into an agreement through their respective legislative bodies whereby the City will provide fully commissioned police officers to serve as School Resource Officers on District property pursuant to such terms as may be mutually agreed upon. It is considered necessary and desirable in the public interest that the City and District exercise the rights and privileges afforded by said statute. Therefore, it is mutually agreed by and between the City and District as follows:

**1. Definitions.** The following definitions shall apply to this Agreement:

- 1.1 City. - The City of Federal Way.
- 1.2 District. - Federal Way Public Schools.
- 1.3 School Resource Officer ("SRO"). - A commissioned law enforcement officer in the State of Washington with sworn authority to make arrests, deployed in community-oriented policing, and assigned by the employing police department to work in schools to build positive relationships with students and to address crime and disorder problems, gangs, and drug activities affecting or occurring in or around K-12 schools. School resource officers should focus on keeping students out of the criminal justice system when possible and should not be used to attempt to impose criminal sanctions in matters that are more appropriately handled within the educational system. The SRO assignment at the school campuses is the equivalent of a 0.7309 full-time police officer with the remainder, 0.2691, to be assigned at the discretion of the Department. Adjustments to this staffing allocation may be made if mutually agreed upon between the District and the City.
- 1.4 School Campus. - The school buildings and all parking lots or outside common areas adjacent to school buildings.

- 1.5 Department. - The Federal Way Police Department, City of Federal Way.
- 1.6 School Year. - One hundred eighty (180) days of official school days, one day before and one day after for preparation, closing and staff meeting totaling one hundred eighty-two (182) days between the months of August and June. The preparation day and the closing day shall be mutually agreed upon between the SRO and the building principal. The District "in-service training day" for the Security Department at the beginning of each school year is considered mandatory attendance for all SROs.
- 1.7 Annual Cost Letter. - A letter outlining the anticipated annual costs for services for the next school year is to be submitted by the City to the District in the month of February prior to the beginning of the school year. The anticipated costs will be calculated as the number of officers multiplied by 73.09% of the annual cost to the City for each officer (73.09% represents the ratio of 182 days worked under this contract to the total of 250 days worked annually by an officer). Adjustments to this calculation may change based on reduced officer deployment or increased labor costs paid by the City due to labor agreements or other required changes in officer compensation.
- 1.8 Extra-duty Assignments. - Extra-duty assignments include, but are not limited to, athletic games, dances, graduations, and other events that occur outside the normal school day as defined in Section 5, Hours of Work.
- 1.9 Daily Routine. - The daily routine includes assignment to various locations on/around the school campus or at various events. The daily routine does not include policies, procedures, guidelines, or work rules.
- 1.10 Overtime. - Overtime costs are calculated and paid in accordance with the Fair Labor Standards Act and the Federal Way Police Officers Guild Contract. The District shall be billed for only school related overtime, which includes incidents that begin on the school grounds during the SRO's scheduled workday and continue into overtime. Overtime related to criminal incidents that do not involve the school will not be billed.
- 1.11 Sister Schools. - This philosophy shall provide continuity of staffing during absences as described in Section 3.3. Decatur and Todd Beamer SRO's will provide coverage for each other, as will Federal Way and Thomas Jefferson. Truman will be supported as needed by the nearest available SRO.
- 1.12 Unscheduled absence. - An unscheduled absence is defined as the Federal Way Police Department being notified of an absence by an assigned SRO less than twenty-four (24) hours prior to the scheduled shift.

## **2. Purpose.**

It is the intent of the Parties that City police officers provide school campus security for the high schools. An SRO will be assigned to the following high schools: Decatur, Federal Way, Thomas Jefferson, and Todd Beamer.

School resource officers (SRO) attend to the safety and security needs of staff, students, and visitors in our schools. SROs are assigned to a designated high school but also respond to

requests for police services throughout the Federal Way Public Schools system. The primary responsibility of SROs is to protect students and school staff from harm.

Representing Federal Way PD and law enforcement in general, SROs must embrace the opportunities to positively interact with youth. They should focus on keeping students out of the criminal justice system when applicable and should not attempt to impose criminal sanctions in matters that are more appropriately handled within the educational system. SROs must be fluent in current social and law-enforcement issues that impact schools, students, and youth.

SROs present crime prevention education, solve security and law enforcement problems, foster a cooperative working relationship with school district personnel and students, and are positive role models for youth. SROs attend school meetings and attend FWPD training sessions. The position also requires that SROs provide active-assailant training to school administrators, staff, faculty, and students – the current curriculum is Run, Hide, Fight.

Interactions with students may be the most important job SROs perform. Formal and informal mentoring programs promote positive relationships between police and students, help at-risk youth make good choices, and improve school safety. These relationships develop over time because the officers are positive role models and are visible resources on campus. SROs should not be involved in administrative school issues unless requested by the school administration per their policies and procedures.

### **3. City's Responsibilities.**

- 3.1 **SRO Assignment to the School Campus.** Upon receipt of Notice from the District, the City agrees to assign a minimum of four SROs for a rotation of one school year. Four SROs will be assigned to the following high schools: Decatur, Federal Way, Thomas Jefferson, and Todd Beamer. Each of these four SRO's will be assigned a rotational on-call schedule to support Truman as needed. During the course of the year, if an additional SRO is available they will be assigned as a "relief" SRO to cover any SRO absences, to be present at Truman High School during lunch and dismissal time when possible, to assist with traffic patrol near schools, and to manage other projects as needed. The City will collaborate with the District to jointly determine a hiring and placement process. In the event of operational needs or other unforeseen circumstances, the City will assign replacement SROs.
- 3.2 **Required Annual Training.** The City will work with the District to ensure all SROs are trained to meet legislative requirements before assignment. The following training shall be completed by all SROs on an annual basis:
  - a) Constitutional and civil rights of children in schools, including state law governing search and interrogation of youth in schools;
  - b) Child and adolescent development;
  - c) Trauma-informed approaches to working with youth;
  - d) Recognizing and responding to youth mental health issues;
  - e) Educational rights of students with disabilities, the relationship of disability to behavior, and best practices for interacting with students with disabilities;

- f) Bias free policing and cultural competency, including best practices for interacting with students from particular backgrounds, including English learner, LGBTQ, immigrant, female, and nonbinary students;
- g) Local and national disparities in the use of force and arrests of children;
- h) Collateral consequences of arrest, referral for prosecution, and court involvement;
- i) Resources available in the community that serve as alternatives to arrest and prosecution and pathways for youth to access services without court or criminal justice involvement;
- j) De-escalation techniques when working with youth or groups of youth;
- k) State law regarding restraint and isolation in schools, including RCW 28A.600.485;
- l) The federal family educational rights and privacy act (20 U.S.C. Sec. 1232g) requirements including limits on access to and dissemination of student records for noneducational purposes.

3.3 Performance Evaluations, Discipline, Assignment, and Other Personnel Actions. The City will continue to evaluate the performance of the SROs, to administer discipline, to investigate allegations of misconduct, assign duties, and take any other personnel action in accordance with applicable City policies, guidelines, and/or collective bargaining agreement. The City will collaborate with the District to jointly determine a performance evaluation process that includes input from the District.

3.4 Complaints.

Complaints by families or scholars may be filed with either the District or the City by contacting FWPS HR or the FWPD SRO supervisor. Complaints received by the District will be forwarded to the City. Complaints will be forwarded to the SRO supervisor, who will investigate per City policies, guidelines, and collective bargaining agreement. SRO supervisor will communicate in writing with District HR and complainant on the outcome of complaints within 30 days of receiving the complaint.

3.5 Staffing. For the 2021/2022 school year, the City provides four (4) school resource officers.

- a. For *scheduled absences*, City agrees to provide a full-day replacement for each day with the following exceptions:
  - i. Each SRO shall attend one day of mandatory training provided by the City per month. Coverage during training shall be provided by the Relief SRO or under the "sister school" philosophy. During mandatory training, the City shall maintain a minimum of three (3) SROs.
  - ii. The SRO may attend additional designated training approved by the City and with the agreement of the building principal. The Safety and Security Director will be notified as soon as practical. When training outside of the mandatory monthly training is approved, a minimum of three (3) SROs will be provided by the City.
  - iii. The SROs may attend the professional learning opportunities offered by FWPS, especially in the areas of restorative practices, adverse childhood effects, positive behavior interventions, and cultural competency trainings. In the effort to more fully support the SRO district/school partnership, these trainings are focused on the strategic plan, the goals within the strategic plan,



and initiatives supporting FWPS work.

- b. For *unscheduled absences*, the City shall maintain a minimum of three (3) SROs assigned within the District during school hours except during exigent circumstances, which include but are not limited to natural disasters, riots, or large-scale disturbances requiring Federal Way police officer's response.
  - c. *Absence for Other Duties and/or Training*. Except as noted above, the City agrees to provide a replacement officer for the hours of absence in the event an SRO is absent more than four (4) hours for Department duties and/or training.
  - d. SRO Selection. The District and the City will jointly determine the SRO selection process when a vacancy presents itself.
  - e. During the course of the year, if the City allocates an additional officer to the SRO unit, the City would use the additional staffing as a relief SRO to fill in absences in support of a minimum of four (4) SROs. In the event the Relief SRO is already assigned to cover a building, or the position is unfilled, the resulting coverage will be provided as described in the "sister school" philosophy
- 3.6 Transport of Criminal Suspects. After an SRO arrests individuals or detains individuals suspected of criminal activity, the SRO will normally remain on the school campus, and additional police officers will be dispatched to transport said individuals. The City, in its discretion, may require the SRO to leave the school campus and transport the individuals.
- 3.7 Invoices.
- A. Regular SRO Work. The City will submit two invoices during the school year, one in January and one in June, for work performed. Each invoice represents work for 91 days, which equates to one-half of the school year.
  - B. Extra-duty Assignments. The City will submit an invoice monthly for all work as a result of extra-duty assignments. The Parties understand that extra-duty assignments may create overtime charges. Extra duty assignments are understood to be sporting events, dances, and/or other after school events where support is requested by the District.
  - C. Overtime. The City will submit an invoice monthly for all overtime worked. The City maintains responsibility to document overtime. Overtime shall not be charged for law enforcement work required beyond the normal SRO schedule when it is within the normal body of police investigations.
- 3.8 Annual Cost Letter. On or before February 1<sup>st</sup> of each year the City will provide the District Security Director an Annual Cost Letter estimating the anticipated annual costs for services for the next school year.
- 3.9 Uniform and Equipment.
- A. Uniforms. Normally SROs will be attired in police uniforms. However, either upon the request of the building principal or, if applicable, the Memorial Field Coordinator, other attire may be approved by the City for specific occasions. Dress down attire will maintain a professional image and may include bike uniforms or other activity

specific attire.

B. Transportation. The City, in its discretion, may provide vehicles or other means of transportation for SROs.

C. Radio Communications. The City will provide SROs with radios capable of routine and/or emergency interaction with dispatch operations, and integrated with the regional public safety radio network. Cellular phones may be provided at the City's discretion.

3.10 Extra-duty Assignments. The City agrees to attempt to assign the extra-duty work to the SRO assigned to the particular school campus but will also attempt to reduce any overtime.

3.11 Data collection. The following data will be collected regarding calls for law enforcement service, including student arrest and referral for prosecution, offense type, race, gender, age, and students who have an individualized education program or plan developed under section 504 of the federal rehabilitation act of 1973. The City will submit on the last day of the month newly submitted incident reports to the district via of a secure data transfer protocol. The June report will be filed a week after the close of the school year. The FWPS Assessment department will compile the data and provide a summary based on the identified reporting indicators stated above. The data will be retained for three years. The District will then report this data to OSPI on an annual basis.

3.12 Record Check. Pursuant to RCW 28A.400.303, the City shall require a record check through the Washington State Patrol criminal identification system under RCW 43.43.830 through 43.43.834, 10.97.030 and 10.97.050 and through the Federal Bureau of Investigation before hiring any employee who will have regularly scheduled unsupervised access to children in the School District's schools. The record check shall include a fingerprint check using a complete Washington state criminal identification fingerprint card. The City shall provide a copy of the record report to the applicant. When necessary, applicants may be employed on a conditional basis pending completion of the investigation. If the applicant has had a record check within the previous two years, the City may waive the requirement.

3.13 Crimes Against Children. Pursuant to RCW 28A.400.330, as now or hereafter amended, the City shall prohibit any employee of the City from working at a public school who has contact with children at a public school during the course of his/her employment and who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under chapter 9A.42 RCW, the physical injury or death of a child under chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under chapter 46.61 RCW), sexual exploitation of a child under chapter

9.68A RCW, sexual offenses under 9A.44 RCW where a minor is a victim, promoting prostitution of a minor under chapter 9A.88 RCW, the sale or purchase of a minor child under

RCW 9A.64.030, or violation of similar laws or another jurisdiction. Any failure to

comply with this section shall be grounds for the School District to immediately terminate this Agreement.

#### **4. District's Responsibilities.**

- 4.1 District Request Removal of SRO. The District may request removal of an SRO for unsatisfactory performance or for incompatibility. All requests for removal must be predicated by consultation with the Chief of Police, must be in writing from the District's designee or the building principal of the school being served, and must be submitted to the Chief of Police.
- 4.2 Performance Comments. The District's designee will provide the City's SRO supervisor with performance comments and observations concerning the SRO after consultation with the building principal. The SRO supervisor is wholly responsible for the SROs' performance appraisal. However, the SRO supervisor will collaborate with the District to include District input in the performance appraisal.
- 4.3 Compensation. The rate for the SROs will adjust annually in accordance with the Police Department Guild Collective Bargaining Agreement. Upon receipt of an invoice, the District will reimburse the City within thirty days, exclusive of overtime and extra duty assignments costs.
- A. Annual Negotiation of Costs. After February 1<sup>st</sup> of each year, the District agrees to negotiate the compensation based upon the anticipated costs of services as set forth in the Annual Cost Letter in Section 3.6.
- B. Extra-duty assignments. The District agrees to pay the prevailing hourly rate for each extra duty hour worked by a police officer. In the event that overtime is incurred, the District agrees to pay the overtime rate as defined in Section 1.10.
- C. New Positions. In the event the City and the District agree to establish additional SRO positions during the school year, the District will pay the proportionate amount based upon the actual days worked.
- D. Overtime. The District agrees to pay authorized overtime costs in accordance with the Fair Labor Standards Act and the Guild Contract.
- 4.4 Office Space/Equipment.
- A. The District will provide an office space, desk, dedicated phone line, voice mail, district and internet based electronic mail, and a computer.
- b) The District will provide access to private interview rooms.
- C. Generally, the school campus of the District will provide a site-based portable radio to permit communications between staff and the SRO, and to enable monitoring of staff/campus activities. In the event a site-based radio is not provided, it is the responsibility of the site principal to ensure that acceptable alternative communication protocols and methods are in place.

- 4.5 Extra-Duty Assignments. The District shall determine the need for extra-duty assignments. Should there be a need for an SRO, the District reserves the right to negotiate with the City for "extra-duty" police services as defined in Section 1.8. The District's first preference is that the SRO assigned to the school would also be assigned to the extra-duty assignments. When this is not possible, the extra duty assignments shall be offered in the following order of priority; first, to current SROs in the District, and second to other Department police officers.
- 4.6 Assignment of Daily Routine. The principal may request changes to the daily routine of the SRO, provided the assignment does not conflict with City policies, guidelines, protocols, work rules and/or applicable collective bargaining agreement.
- 4.7 Transport Students. The District will maintain the responsibility to transport students not involved in criminal activity.
- 4.8 Officer Intervention. The District will outline policies and procedures to clarify the circumstances under which teacher and school administration may ask for an officer to intervene with a student.

**5. Hours of Work.** An SRO will normally work an eight-hour shift, inclusive of the lunch period and school hours. The SRO may be subject to call during the lunch period. The actual hours worked will be determined by agreement between the District and the City. The Parties recognize that the SRO is subject to the Fair Labor Standards Act (FLSA) and that overtime may occur.

**5.1** SROs will attend weekly campus-based meetings with peer SROs and/or SRO supervisor. The weekly meeting will be rotated between campuses and will not exceed sixty (60) minutes. The SROs are encouraged to attend the regional SRO meeting.

**6. Term.** The term of this Agreement shall be for an initial period of one years, from September 1, 2021 through August 31, 2022. Thereafter, this Agreement shall annually be reviewed unless terminated pursuant to Section 7 hereof. The annual review and adoption process shall involve parents, students, and community members.

## **7. Termination.**

- 7.1 The District may terminate this Agreement for "just cause" provided that it has provided ninety (90) days prior written notice to the City.

"Just Cause" shall mean the City's failure to perform its obligations under this Agreement following notice from the District of such failure and after an opportunity for the City to cure or satisfy such obligations.

- 7.2 Either party may terminate this Agreement with or without cause at the end of the school year by ninety (90) days prior written notice to the other party. For the purposes of this paragraph, the school year end date shall be June 30<sup>th</sup> of the current year.



## 8. Insurance.

- 8.1 Amount. It is hereby understood and agreed that each Party to this Agreement shall obtain and maintain public liability insurance in an amount not less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000) single limit liability.
- 8.2 Certificate. Each Party shall provide proof of insurance coverage to the other Party. The City shall provide the District with an evidence of coverage letter. The District shall provide the City with an evidence of coverage letter from the Washington Schools Risk Management Pool. Insurance coverage shall be maintained at all times.

## 9. Indemnification.

- 9.1 The District. The District agrees to defend, indemnify, and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the District, its partners, shareholders, agents, employees, or by the District's breach of this Agreement.
- 9.2 The City. The City agrees to defend, indemnify, and hold the District, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the City, its partners, shareholders, agents, employees, or by the City's breach of this Agreement.
- 9.3 Survival. The provisions of this article shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

## 10. General Provisions.

- 10.1 Administration. The responsibility for overseeing the compliance with the provisions of this Agreement shall be handled jointly between the Parties, and no separate legal or administrative entity shall be formed by the Parties for such purpose.
- 10.2 Independent Contractor. It is the intention of the City and of the District that each SRO is a City employee.
- 10.3 Confidentiality. Both the School District and the City are governed by laws requiring confidentiality for certain records and information contained therein. Pursuant to RCW 13.50.010(1)(a) the City and the School District are "juvenile justice and care" agencies which maintain records (hereinafter "juvenile records") as defined in RCW 13.50.010(1)(c). Both Parties agree that the juvenile records will only be released in accordance with RCW 13.50.050(4). The City will not release copies of reports, investigations, or other documents which are not juvenile records if such records are exempt from disclosure under either the

Public Disclosure Act, RCW 42.17.250-42.17.348, or the Criminal Privacy Act, RCW 10.97 et seq.

Pursuant to the terms of the Family Educational Rights and Privacy Act, 20 USC §1232g and regulations promulgated thereunder, City personnel providing security services to the School District may be provided access to student records in the course of their duties and will be expected to maintain the confidentiality of such information except as disclosure is permitted by law. For the purposes of the foregoing statute, the City shall be recognized as an official law enforcement unit of the School District.

- 10.4 Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose.
- 10.5 Modification. No provision of this Agreement may be amended or added to except by agreement in writing signed by the Parties or their respective successors in interest.
- 10.6 Full Force and Effect. Any provision of this Agreement which is declared invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
- 10.7 Assignment. Neither the City nor the District shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.
- 10.8 Attorney Fees. In the event the City or the District defaults on the performance of any terms in this Agreement, and the District or City places the enforcement of the Agreement or any part thereof, or the collection of any monies due, or to become due hereunder, or recovery of possession of any belongings, in the hands of an attorney, or file suit upon the same, each Party shall pay all its own attorneys' fees, costs and expenses. The venue for any dispute related to this Agreement shall be King County, Washington.
- 10.9 No Waiver. Failure of either Party to declare any breach or default immediately upon occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default, but either Party shall have the right to declare any such breach or default at any time and take such actions that might be lawful or authorized hereunder either at law or in equity. Failure of the either Party to declare one breach or default does not act as a waiver of either Party's right to declare another breach or default.
- 10.10 Arbitration. Disagreement concerning the interpretation or application of the provisions of this Agreement is subject to arbitration provided that the Mayor, or his or her designee, and the District Superintendent, or his or her designee, have discussed and attempted to settle the dispute. The Party desiring arbitration shall submit written notice of the intent to arbitrate along with the basis for the dispute. Following receipt of the notice to arbitrate, the other Party may request a meeting within fourteen (14) working days in attempt to resolve the matter. If the matter cannot be resolved, the Parties shall first attempt to select an arbitrator. If no agreement can be reached on the selection of the arbitrator, the City and the District agree to use the services of the American Arbitration Association for the selection of the arbitrator.

Each party shall be responsible for its own costs and fees incurred in preparing for and participating in the arbitration. The arbitrator fees along with any administration fee shall be borne equally by the City and by the District. The arbitrator shall determine the controversy in accordance with the laws of the State of Washington. The arbitrator's decision shall be binding upon both Parties.

- 10.11 Captions. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.
- 10.12 Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available at law, in equity or by statute.
- 10.13 Equal Opportunity to Draft. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any party upon a claim that party drafted the ambiguous language.
- 10.14. Filing of Agreement. This Agreement shall be filed with the Secretary of the Board of Directors of Federal Way School District No. 210, the City Clerk of the City of Federal Way, and the King County Records and Elections Division.
- 10.15 Supplemental Security Officers. The District reserves the right to place a campus security officer to assist the assigned SRO at any time.

[signatures to follow]

IN WITNESS WHEREOF, the above and foregoing Inter-local has been executed by the parties hereto and made effective on the day and year first above written:

CITY OF FEDERAL WAY:

FEDERAL WAY SCHOOL  
DISTRICT NO. 210:

\_\_\_\_\_  
Jim Ferrell, Mayor

\_\_\_\_\_  
Dr. Dani Pfeiffer, Superintendent

ATTEST:

\_\_\_\_\_  
Stephanie Courtney, CMC, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
J. Ryan Call, City Attorney

\_\_\_\_\_  
General Counsel and Purchasing

# CITY OF FEDERAL WAY

## CITY COUNCIL

### AGENDA BILL

**SUBJECT: KING COUNTY REGISTERED SEX OFFENDER COST REIMBURSEMENT AGREEMENT**

**POLICY QUESTION:** *Should the City of Federal Way / Federal Way Police Department accept the Registered Sex Offender (RSO) Overtime Cost Reimbursement Agreement from the King County Sheriff's Office (KCSO)?*

**COMMITTEE:** PRHS&PSC

**MEETING DATE:** Sept. 14, 2021

**CATEGORY:**

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> <b>Consent</b>    | <input type="checkbox"/> <b>Ordinance</b>  | <input type="checkbox"/> <b>Public Hearing</b> |
| <input type="checkbox"/> <b>City Council Business</b> | <input type="checkbox"/> <b>Resolution</b> | <input type="checkbox"/> <b>Other</b>          |

**STAFF REPORT BY:** Andy J. Hwang, Chief of Police

**DEPT:** Police

**Attachments:**

1. Staff Report
2. KCSO Cost Reimbursement Agreement

**Options Considered:**

1. Approve the proposed agreement.
2. Do not approve the proposed agreement and provide direction to staff.

**MAYOR'S RECOMMENDATION: Option 1.**

**MAYOR APPROVAL:**

*[Signature]* *[Signature]*  
Committee Council

**DIRECTOR APPROVAL:**

*[Signature]* 7/23/21  
Initial

**COMMITTEE RECOMMENDATION:** "I move to forward the proposed agreement to the September 21, 2021 consent agenda for approval."

*Kochmer Vik*  
*Zoom*

Committee Chair

*Berns*  
*Vik Zoom*

Committee Member

*Assefa-Dawson*  
*Vik Zoom*

Committee Member

**PROPOSED COUNCIL MOTION:** "I move approval of the proposed agreement and authorize Chief of Police Andy J. Hwang to execute said agreement."

(BELOW TO BE COMPLETED BY CITY CLERKS OFFICE)

**COUNCIL ACTION:**

- ☐ **APPROVED**
- ☐ **DENIED**
- ☐ **TABLED/DEFERRED/NO ACTION**
- ☐ **MOVED TO SECOND READING (ordinances only)**

REVISED -11/2019

**COUNCIL BILL #**

First reading

Enactment reading

**ORDINANCE #**

**RESOLUTION #**

CITY OF FEDERAL WAY  
CITY COUNCIL COMMITTEE STAFF REPORT

DATE: September 14, 2021  
TO: Parks, Recreation, Human Services and Public Safety Council Committee  
VIA: Jim Ferrell, Mayor  
FROM: Andy J. Hwang, Chief of Police  
SUBJECT: King County Sheriff's Office (KCSO), Registered Sex Offender (RSO) Cost Reimbursement Agreement for 2021-2022

**Financial Impacts:**

There will be no negative impact to City funds or to the police department's operating budget. The revenue to the City for the King County Sheriff's Office (KCSO) Registered Sex Offender (RSO) Cost Reimbursement Agreement will be up to a maximum amount of \$16,841.98 for officer overtime reimbursement. The overtime our officer(s) work will be billed to KCSO in account number 001-0000-090-337-07-004.

**Background Information:**

The Federal Way Police Department (FWPD) will receive grant funding from the King County Sheriff's Department to support the Federal Way Police Department's Registered Sex Offender (RSO) and Kidnapping Offender Address and Residency Verification Program. The grant will reimburse FWPD for overtime expenses incurred while verifying current addresses and residencies of sex and kidnapping offenders, up to a maximum amount of \$16,841.98. FWPD has participated in the King County RSO grant funding since at least 2009.

FWPD will partner with the King County Government to implement multiple program elements to ensure sex offenders comply with current legal requirements.

Cost Reimbursement Agreement

Executed By

**King County Sheriff's Office**, a department of  
King County, hereinafter referred to as "KCSO,"

Department Authorized Representative:

Mitzi Johanknecht, Sheriff  
King County Sheriff's Office  
W-150 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

and

Federal Way Police Department, a department of the City of Federal Way, hereinafter  
referred to as "Contractor,"

Department Authorized Representative:

Andy J. Hwang, Chief of Police  
33325 8 Avenue South  
Federal Way, Washington 98003

**WHEREAS**, KCSO and Contractor have mutually agreed to work together for the  
purpose of verifying the address and residency of registered sex and kidnapping  
offenders; and

**WHEREAS**, the goal of registered sex and kidnapping offender address and residency  
verification is to improve public safety by establishing a greater presence and emphasis  
by Contractor in King County neighborhoods; and

**WHEREAS**, as part of this coordinated effort, Contractor will increase immediate and  
direct contact with registered sex and kidnapping offenders in their jurisdiction, and

**WHEREAS**, KCSO is the recipient of a Washington State Registered Sex and  
Kidnapping Offender Address and Residency Verification Program grant through the  
Washington Association of Sheriffs and Police Chiefs for this purpose, and

**WHEREAS**, KCSO will oversee efforts undertaken by program participants in King  
County;

**NOW THEREFORE**, the parties hereto agree as follows:

KCSO will utilize Washington State Registered Sex and Kidnapping Offender Address  
and Residency Verification Program funding to reimburse for expenditures associated

## Cost Reimbursement Agreement

with the Contractor for the verification of registered sex and kidnapping offender address and residency as set forth below. This Interagency Agreement contains eleven (11) Articles:

### **ARTICLE I. TERM OF AGREEMENT**

The term of this Cost Reimbursement Agreement shall commence on July 1, 2021 and shall end on June 30, 2022 unless terminated earlier pursuant to the provisions hereof.

### **ARTICLE II. DESCRIPTION OF SERVICES**

This agreement is for the purpose of reimbursing the Contractor for participation in the Registered Sex and Kidnapping Offender Address and Residency Verification Program. The program's purpose is to verify the address and residency of all registered sex and kidnapping offenders under RCW 9A.44.130.

The requirement of this program is for face-to-face verification of a registered sex and kidnapping offender's address at the place of residency. In the case of

- level I offenders, once every twelve months.
- of level II offenders, once every six months.
- of level III offenders, once every three months.

For the purposes of this program unclassified offenders and kidnapping offenders shall be considered at risk level I, unless in the opinion of the local jurisdiction a higher classification is in the interest of public safety.

### **ARTICLE III. REPORTING**

Two reports are required in order to receive reimbursement for grant-related expenditures. Both forms are included as exhibits to this agreement. "Exhibit A" is the Offender Watch generated "Registered Sex Offender Verification Request (WA)" that the sex or kidnapping offender completes and signs during a face-to-face contact. "Exhibit B" is an "Officer Contact Worksheet" completed in full by an officer/detective during each verification contact. Both exhibits representing each contact are due quarterly and **must be complete and received** before reimbursement can be made following the quarter reported.

Original signed report forms are to be submitted by the 5th of the month following the end of the quarter. The first report is due October 5, 2021.

Quarterly progress reports shall be delivered to

Attn: Tina Keller, Project Manager  
King County Sheriff's Office  
500 Fourth Avenue, Suite 200  
M/S ADM-SO-0200  
Seattle, WA 98104



## Cost Reimbursement Agreement

Phone: 206-263-2122

Email: tina.keller@kingcounty.gov

### **ARTICLE IV. REIMBURSEMENT**

Requests for reimbursement will be made on a monthly basis and shall be forwarded to KCSO by the 10<sup>th</sup> of the month following the billing period.

Please note the following terms will be adhered to for the 2021-2022 Registered Sex Offender Address Verification Program:

- Any agency not meeting at least 90% of required verifications will not receive that quarter's grant payment.
- Any agency not using Offender Watch to track verifications will not receive that quarter's grant payment.

Overtime reimbursements for personnel assigned to the Registered Sex and Kidnapping Offender Address and Residency Verification Program will be calculated at the usual rate for which the individual's time would be compensated in the absence of this agreement.

Each request for reimbursement will include the name, rank, overtime compensation rate, number of reimbursable hours claimed and the dates of those hours for each officer for whom reimbursement is sought. Each reimbursement request must be accompanied by a certification signed by an appropriate supervisor of the department that the request has been personally reviewed, that the information described in the request is accurate, and the personnel for whom reimbursement is claimed were working on an overtime basis for the Registered Sex and Kidnapping Offender Address and Residency Verification Program.

Overtime and all other expenditures under this Agreement are restricted to the following criteria:

1. For the purpose of verifying the address and residency of registered sex and kidnapping offenders; and
2. For the goal of improving public safety by establishing a greater presence and emphasis in King County neighborhoods; and
3. For increasing immediate and direct contact with registered sex and kidnapping offenders in their jurisdiction

Any non-overtime related expenditures must be pre-approved by KCSO. Your request for pre-approval must include: 1) The item you would like to purchase,

## Cost Reimbursement Agreement

2) The purpose of the item, 3) The cost of the item you would like to purchase. You may send this request for pre-approval in email format. Requests for reimbursement from KCSO for the above non-overtime expenditures **must** be accompanied by a spreadsheet detailing the expenditures as well as a vendor's invoice and a packing slip. The packing slip must be signed by an authorized representative of the Contractor.

All costs must be included in the request for reimbursement and be within the overall contract amount. Over expenditures for any reason, including additional cost of sales tax, shipping, or installation, will be the responsibility of the Contractor.

Requests for reimbursement must be sent to

Attn: Tina Keller, Project Manager  
King County Sheriff's Office  
500 Fourth Avenue, Suite 200  
Seattle, WA 98104

Phone: 206-263-2122

Email: [tina.keller@kingcounty.gov](mailto:tina.keller@kingcounty.gov)

The maximum amount to be paid under this cost reimbursement agreement shall not exceed Sixteen Thousand Eight Hundred Forty One Dollars and Ninety Eight Cents (\$16,841.98). Expenditures exceeding the maximum amount shall be the responsibility of Contractor. All requests for reimbursement must be received by KCSO by July 31, 2022 to be payable.

### **ARTICLE V. WITNESS STATEMENTS**

"Exhibit C" is a "Sex/Kidnapping Offender Address and Residency Verification Program Witness Statement Form." This form is to be completed by any witnesses encountered during a contact when the offender is suspected of not living at the registered address and there is a resulting felony "Failure to Register as a Sex Offender" case to be referred/filed with the KCPAO. Unless, due to extenuating circumstances the witness is incapable of writing out their own statement, the contacting officer/detective will have the witness write and sign the statement in their own handwriting to contain, verbatim, the information on the witness form.

### **ARTICLE VI. FILING NON-DISCOVERABLE FACE SHEET**

"Exhibit D" is the "Filing Non-Discoverable Face Sheet." This form shall be attached to each "Felony Failure to Register as a Sex Offender" case that is referred to the King County Prosecuting Attorney's Office.

### **ARTICLE VII. SUPPLEMENTING, NOT SUPPLANTING**

## Cost Reimbursement Agreement

Funds may not be used to supplant (replace) existing local, state, or Bureau of Indian Affairs funds that would be spent for identical purposes in the absence of the grant.

Overtime - To meet this grant condition, you must ensure that:

- Overtime exceeds expenditures that the grantee is obligated or funded to pay in the current budget. Funds currently allocated to pay for overtime may not be reallocated to other purposes or reimbursed upon the award of a grant.
- Additionally, by the conditions of this grant, you are required to track all overtime funded through the grant.

### **ARTICLE VIII. HOLD HARMLESS/INDEMNIFICATION**

Contractor shall protect, defend, indemnify, and save harmless King County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of Contractor, its officers, employees, contractors, and/or agents related to Contractor's activities under this Agreement. Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by, or on behalf of any of its employees or agents. For this purpose, Contractor, by mutual negotiation, hereby waives, as respects King County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event King County incurs any judgment, award, and/or cost arising therefrom including attorney's fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from Contractor. The provisions of this section shall survive the expiration or termination of this Agreement.

### **ARTICLE IX. INSURANCE**

Contractor shall maintain insurance policies, or programs of self-insurance, sufficient to respond to all of its liability exposures under this Agreement. The insurance or self-insurance programs maintained by the Contractor engaged in work contemplated in this Agreement shall respond to claims within the following coverage types and amounts:

**General Liability.** Coverage shall be at least as broad as Insurance Services Office form number CG 00 01 covering **COMMERCIAL GENERAL LIABILITY**. \$5,000,000 combined single limit per occurrence, and for those policies with aggregate limits, a \$5,000,000 aggregate limit. King County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the City. Additional Insured status shall include Products-Completed Operations-CG 20 10 11/85 or its equivalent.

## Cost Reimbursement Agreement

By requiring such liability coverage as specified in this Article IX, King County has not, and shall not be deemed to have, assessed the risks that may be applicable to Contractor. Contractor shall assess its own risks and, if deemed appropriate and/or prudent, maintain greater limits or broader coverage than is herein specified.

Contractor agrees to maintain, through its insurance policies, self-funded program or an alternative risk of loss financing program, coverage for all of its liability exposures for the duration of this Agreement. Contractor agrees to provide KCSO with at least thirty (30) days prior written notice of any material change or alternative risk of loss financing program.

### **ARTICLE X. NO THIRD PARTY BENEFICIARIES**

There are no third party beneficiaries to this agreement. This agreement shall not impart any right enforceable by any person or entity that is not a party hereto.

### **ARTICLE XI. AMENDMENTS**

No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement, by mutual agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by having their representatives affix their signatures below.

**Federal Way Police Department**

**KING COUNTY SHERIFF'S  
OFFICE**

\_\_\_\_\_  
Andy J. Hwang, Chief of Police

\_\_\_\_\_  
Mitzi Johanknecht, Sheriff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

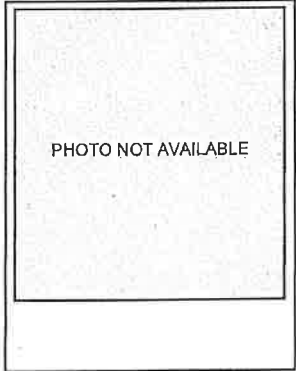
## Verification Request

Agency: King County WA Sheriff's Office Administrator: King County Sheriff's Office RSC Phone: (206)263-2120 Date: 6/16/2016

## Offender Information

Name test, test Registration # 2353765  
 POB SSN  
 DOB 01/01/1990 Age 26 Alt Reg #  
 Sex Orient Drv. Lic./State  
 Race Nat. No Selection FBI  
 Height Hair State ID  
 Weight Eyes Last Verified:  
 Risk Type Date  
 Comm.

## Offender Photo


 PHOTO NOT AVAILABLE

## Active Officer Alert

LOOK HERE FOR OFFICER SAFETY INFORMATION

## Employment/School

Name	Address	Supervisor	Phone

Residence (Bold - Primary Home Address)  
 Street

## Alias

Phone Number	(Bold - Primary Contact Numbers)		Scars/Tattoos		
	Type	Description	Location	Type	Description

Vehicle Make	Model	Color	Year	License	State	VIN	Comments

Offense Date	RS Code/Description	Convicted	Released	Case #	Crime Details

I \_\_\_\_\_ do hereby attest, under penalties of perjury, that any and all information contained here is  
 current and accurate on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Offender Signature: \_\_\_\_\_

Officer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Exhibit B

## REGISTERED SEX OFFENDER ADDRESS VERIFICATION OFFICER CONTACT WORKSHEET

### OFFENDER DETAILS:

OFFENDER'S NAME:	DOB:
ADDRESS:	CITY/STATE/ZIP:
OFFENDER PHONE:	ZIP CODE.:
EMPLOYER:	WORK PHONE:
OFFENDER LEVEL IF KNOWN:	FORM OF ID:

### DATE & TIME OF CONTACTS: \*SEE KEY BELOW FOR CODING

DATE / TIME:		RESULT:	DATE/ TIME:		RESULT:
DATE / TIME:		RESULT:	DATE/ TIME:		RESULT:
DATE / TIME:		RESULT:	DATE/ TIME:		RESULT:

### RESULT OF CONTACT:

MADE IN PERSON CONTACT: YES <input type="checkbox"/> NO <input type="checkbox"/>	FTR CASE NUMBER ASSIGNED IF NO CONTACT MADE:
STATEMENT TAKEN: YES <input type="checkbox"/> NO <input type="checkbox"/>	

### REPORTING PARTY INFORMATION:

REPORTING PERSON:		DOB:	
MAILING ADDRESS:		CITY/ZIP:	
TELEPHONE:		ALT #	
RELATION TO OFFENDER:	NONE (UNKNOWN) <input type="checkbox"/> KNOWN <input type="checkbox"/>	RELATION:	

\*CONTACT CODE KEY:

1 = OFFENDER MOVED  
2 = BAD ADDRESS  
3 = NOT HOME

5 = HOUSE FOR SALE  
6 = ARRESTED  
7 = OFFENDER IN JAIL

9 = TOOK STATEMENT

# Exhibit B

## REGISTERED SEX OFFENDER ADDRESS VERIFICATION OFFICER CONTACT WORKSHEET

### OFFENDER DETAILS:

4 = CHANGE OF ADDRESS      8 = DEAD

OFFICER/DETECTIVE:

AGENCY:

Date \_\_\_\_\_ Agency/Officer \_\_\_\_\_ Incident number \_\_\_\_\_

## Witness Statement – Failure to Register

Suspect's Name: \_\_\_\_\_

Suspect's Last Registered Address: \_\_\_\_\_

Witness' Name: \_\_\_\_\_

Witness's Home Address: \_\_\_\_\_

Witness' Home Phone Number \_\_\_\_\_ Cell: \_\_\_\_\_ Other: \_\_\_\_\_

How do they know the suspect (please be as detailed as possible)? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*If suspect rented an apartment or a room from the witness, please have them provide a copy of any documentations to this effect and any documentations the suspect moved out.

Did the witness ever see the suspect at his/her last registered address? \_\_\_\_\_

How often would they see him/her there? \_\_\_\_\_

When did the witness start seeing him/her there? \_\_\_\_\_

When did they stop? \_\_\_\_\_

Why did the suspect stop staying at the address? \_\_\_\_\_

Did the suspect keep any personal belongings there? \_\_\_\_\_  
\_\_\_\_\_

In general, when is the last time they saw the suspect ? \_\_\_\_\_

Do they know where the suspect moved to or their current whereabouts? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_Can they provide the names and contact information of any other witnesses who would have seen the suspect staying at his/her last registered address? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is the witness willing to assist in prosecution? \_\_\_\_\_

Under penalty of perjury of the laws of the State of Washington, I certify that the foregoing is true and correct.

Witness' Signature \_\_\_\_\_ date \_\_\_\_\_



# CITY OF FEDERAL WAY

## CITY COUNCIL

### AGENDA BILL

**SUBJECT: VALLEY NARCOTICS ENFORCEMENT TEAM (VNET) / U.S. DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION (DEA) HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) TASK FORCE AGREEMENTS.**

**POLICY QUESTION:** *Should the City of Federal Way / Federal Way Police Department enter into an agreement with the U.S. Department of Justice, Drug Enforcement Administration to continue efforts to stop the trafficking of narcotics and dangerous drugs in South King County?*

COMMITTEE: PRHS&amp;PSC

MEETING DATE: Sept. 14, 2021

**CATEGORY:**

<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
<input type="checkbox"/> City Council Business	<input type="checkbox"/> Resolution	<input type="checkbox"/> Other -

STAFF REPORT BY: ANDY J. HWANG, CHIEF OF POLICE

DEPT: Police Department

**Attachments:**

1. PRHS&PSC Staff Memo
2. Drug Enforcement Administration MOU
3. State and Local HIDTA Task Force Agreement
4. U.S. Department of Justice – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements.

**Options Considered:**

1. Accept the DEA MOU, State & Local HIDTA Agreement & Certifications
2. Reject the DEA MOU, State & Local HIDTA Agreement & Certifications

**MAYOR'S RECOMMENDATION: Option 1.**

MAYOR APPROVAL:

*J. 8/18/21*  
Committed

*J. 8/18/21*  
Council

DIRECTOR APPROVAL:

*Hwang 8/17/21*  
Initial

**COMMITTEE RECOMMENDATION:** *"I move to forward the proposed agreements to the September 21, 2021, Council consent agenda for approval."*

*Kachmar**Via Zoom*

Committee Chair

*Barnes**Via Zoom*

Committee Member

*Assefa-Dawson**Via Zoom*

Committee Member

**PROPOSED COUNCIL MOTION:** *"I move approval of the agreements between the City of Federal Way / Federal Way Police Department and the U.S. Department of Justice, Drug Enforcement Administration, as presented and authorize the Chief of Police to execute said Agreements."*

(BELOW TO BE COMPLETED BY CITY CLERKS OFFICE)

**COUNCIL ACTION:**

- ☐ APPROVED
- ☐ DENIED
- ☐ TABLED/DEFERRED/NO ACTION
- ☐ MOVED TO SECOND READING (*ordinances only*)

REVISED – 4/2019

**COUNCIL BILL #**1<sup>ST</sup> reading

Enactment reading

ORDINANCE #

RESOLUTION #

CITY OF FEDERAL WAY  
CITY COUNCIL COMMITTEE STAFF REPORT

DATE: September 14, 2021  
TO: Parks, Recreation, Human Services and Public Safety Council Committee  
VIA: Jim Ferrell, Mayor  
FROM: Andy J. Hwang, Chief of Police  
SUBJECT: Valley Narcotics Enforcement Team (VNET) / U.S. Department of Justice, Drug Enforcement Administration (DEA) HIDTA Task Force Agreements

Narcotics and dangerous drugs have a detrimental effect on the health, safety, and well-being of not only the Citizens in Federal Way, but all people throughout Washington and beyond. The U.S. Department of Justice, Drug Enforcement Administration (DEA), formed a local multi-jurisdictional Task Force to help stop the trafficking of narcotics and dangerous drugs focused on investigating and enforcing the laws relating to controlled substances, the Valley Narcotics Enforcement Team (VNET). The Federal Way Police Department (FWPD) assigned a commissioned officer to the DEA Task Force on February 8, 2010, and has been a participating member up to the present.

This package contains two agreements participating law enforcement agencies must sign onto as part of the Task Force team: one detailing how participating law enforcement agencies conduct operations and achieve the goals of the Task Force, including overtime reimbursements for participating officers, and another describing the equitable sharing of asset forfeitures that may occur as part of the Task Force's work. .

These agreements are a continuation of our efforts to control the trafficking of drugs and are effective October 1, 2021, through September 30, 2022.

Drug Enforcement Administration  
Asset Forfeiture Sharing Memorandum of Understanding

This agreement is made this 1<sup>st</sup> day of October, 2021, between the United States Department of Justice, Drug Enforcement Administration Enforcement (hereinafter "DEA"), and the Federal Way Police Department (hereinafter "FWPD").

1. The police agencies participating in the Seattle Enforcement Group D-20 Task Force, hereby agree to the following terms and conditions of this Memorandum of Understanding ("MOU") governing the Task Force's equitable sharing requests and participation in the United States Department of Justice ("DOJ") Equitable Sharing Program:

The following are the Task Force Participants and their contribution to the Task Force:

<u>Participating Agency</u>	<u>Contribution</u>
Auburn Police Department	1 TFO
Federal Way Police Department	1 TFO
Kent Police Department	1 TFO
Renton Police Department	1 TFO
Seattle Police Department	1 TFO
Tukwila Police Department	1 TFO
Washington State Patrol	1 TFO

2. Participants acknowledge that equitable sharing is at the discretion of the Attorney General and not guaranteed in any case. Participants acknowledge that sharing will not be awarded in a case if victims have not been fully compensated. State, local, or federal government entities can be considered victims. Equitable sharing among the Task Force members shall be based upon the following pre-arranged percentages:

DEA shall receive	20%
Valley Narcotics Enforcement Team	80%

3. Participants understand that if a non-MOU member receives an equitable share based upon their contribution, then the MOU Participants' shares shall be reduced proportionately (e.g., if non-MOU agency C receives 10% based upon their contribution, then the MOU Participants' pre-arranged percentages shall be based upon 90% of the full amount available for sharing).

4. Participants further understand that additional adjustments may be necessary so to ensure that DEA (DOJ) receives a minimum of 20%.

5. Participants further understand that the federal decision-makers on each equitable sharing request retain discretion to modify percentages as deemed appropriate based on the facts and circumstances in each case.

For the Drug Enforcement Administration:

\_\_\_\_\_  
Frank A. Tarentino III  
Special Agent in Charge

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

For the Federal Way Police Department:

\_\_\_\_\_  
Andy Hwang  
Chief of Police

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

## **HIDTA STATE AND LOCAL TASK FORCE AGREEMENT**

This agreement is made this 1<sup>st</sup> day of October 2021, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Federal Way Police Department, ORI# WA0173600 (hereinafter "FWPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the Greater King County area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Washington, the parties hereto agree to the following:

1. The Seattle Enforcement Group D-22 Task Force will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the Greater King County area by immobilizing targeted violators and trafficking organizations;

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the task force's activities will result in effective prosecution before the courts of the United States and the State of Washington.

2. To accomplish the objectives of the Seattle Enforcement Group D-22, the FWPD agrees to detail one (1) experienced officer(s) to the Seattle Enforcement Group D-22 Task Force for a period of not less than two years. During this period of assignment, the FWPD officers will be under the direct supervision and control of DEA supervisory personnel assigned to the task force.

3. The FWPD officers assigned to the task force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the task force.

4. The FWPD officers assigned to the task force shall be deputized as task force officers of DEA pursuant to 21 USC 878.

5. To accomplish the objectives of the Seattle Enforcement Group D-22 Task Force, DEA will assign three (3) Special Agents to the task force. HIDTA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and FWPD officers assigned to the task force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.

6. During the period of assignment to the Task Force, the FWPD will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. HIDTA will, subject to availability of funds, reimburse the Valley Narcotics Enforcement Team "VNET" for overtime payment. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-12, Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted **monthly or quarterly** on a fiscal year basis, and which provides the names of the investigators who incurred overtime for DEA during the invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. Invoices must be submitted at least quarterly within 30 days of the end of the invoiced period. **Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."**

7. In no event will the Federal Way Police Department charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The FWPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The FWPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The FWPD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.

10. The FWPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The FWPD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, suspension and Other Responsibility Matters; and drug-Free Workplace Requirements. The FWPD acknowledges that this agreement will not take effect and no federal funds will be awarded until the completed certification is received.

12. When issuing statements, press releases requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or part with federal money, the FWPD shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the program or project.

13. The FWPD understands and agrees that HIDTA will provide the Seattle Enforcement Group D-22 Task Force Officers with vehicles suitable for surveillance. HIDTA through DEA will furnish mobile radios for installation in the HIDTA Task Force vehicles and HIDTA will assume the cost of installation and removal. HIDTA will be financially responsible for the purchase of fuel for the leased vehicles and for providing routine maintenance, i.e., oil changes, lubes and minor tune-ups via the HIDTA lease contractor. DEA and HIDTA procedures for reporting and investigating automobile accidents involving Official Government Vehicles (OGV'S)-HIDTA lease vehicles shall apply to accidents involving the leased vehicles furnished to the FWPD personnel, in addition to whatever accident reporting requirements the FWPD may have.

14. While on duty and acting on task force business, the FWPD officers assigned to the HIDTA task force shall be subject to all DEA and federal government rules, regulations and procedures governing the use of OGV's for home to work transportation and for personal business. The HIDTA Executive Committee acknowledges that the United States is liable for the actions of task force officer, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Torts Claim Act.

15. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2022. This agreement may be terminated by either party on 30 days advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. HIDTA will be responsible only for obligations incurred by FWPD during the term of this agreement.

For the Drug Enforcement Administration:

\_\_\_\_\_  
Frank A. Tarentino III

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

\_\_\_\_\_  
Special Agent in Charge

\_\_\_\_\_  
Title

For the Federal Way Police Department

\_\_\_\_\_  
Name: Andy Hwang

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

\_\_\_\_\_  
Title: Chief of Police



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND  
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) 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 making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS  
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application 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 (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE  
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) 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;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-



(1) Abide by the terms of the statement; and

(2) 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 calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) 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

(2) 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;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Seattle Enforcement Group D-22

300 5th Ave, Suite 1300

Seattle, WA 98104

Check ☐ if there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

#### DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection with any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Federal Way Police Department  
33325 8th Ave South  
Federal Way, WA 98003

2. Application Number and/or Project Name

Seattle Enforcement Group D-22

4. Typed Name and Title of Authorized Representative

Andy Hwang, Chief of Police - Federal Way Police Department

5. Signature

3. Grantee IRS/Vendor Number

6. Date

# CITY OF FEDERAL WAY

## CITY COUNCIL

### AGENDA BILL

**SUBJECT: BID ACCEPTANCE – ROOFING REPLACEMENT AT SAGHALIE RESTROOM BUILDINGS & STEEL LAKE ANNEX- BARN**

**Policy Question:** Should the City Council accept the bid from Lawson Contracting, LLC dba Wright Roofing for roofing replacement at the Saghalie restroom buildings and Steel Lake Annex – Barn?

**COMMITTEE:** Parks, Recreation, Human Services & Public Safety

**MEETING DATE:** September 14, 2021

**CATEGORY:**

☒ Consent

☐ Ordinance

☐ Public Hearing

☐ City Council Business

☐ Resolution

☐ Other

**STAFF REPORT BY:** Jason Gerwen, Deputy Parks Director

**DEPT:** Parks

**Attachments:**

1. Staff Report
2. Lawson Contracting LLC dba Wright Roofing Bid
3. Public Works Contract

**Options Considered:**

1. Accept the bid from Lawson Contracting LLC dba Wright Roofing for Roofing Replacement at Saghalie Restroom Buildings & Steel Lake Annex – Barn.
2. Do not approve and provide direction to staff.

**MAYOR'S RECOMMENDATION:** Option 1.

**MAYOR APPROVAL:**

*J. 9/21/21*  
Committee  
Initial/Date

*J. 9/21/21*  
Council  
Initial/Date

**DIRECTOR APPROVAL:**

*J. 9/1/2021*  
Initial/Date

**COMMITTEE RECOMMENDATION:** "I move to forward the bid acceptance for the roofing replacements as presented by staff to the September 21, 2021, consent agenda for approval."

*Kochmer*  
*Via Zoom*

Committee Chair

*Bernso*  
*Via Zoom*

Committee Member

*ASSETS - Dawson*  
*Via Zoom*

Committee Member

**PROPOSED COUNCIL MOTION:** "I move to accept the bid from Lawson Contracting LLC dba Wright Roofing for the roofing replacements as presented."

(BELOW TO BE COMPLETED BY CITY CLERK'S OFFICE)

**COUNCIL ACTION:**

- ☐ APPROVED
- ☐ DENIED
- ☐ TABLED/DEFERRED/NO ACTION
- ☐ MOVED TO SECOND READING (ordinances only)

REVISED – 11/2019

**COUNCIL BILL #**

First reading

Enactment reading

**ORDINANCE #**

**RESOLUTION #**

CITY OF FEDERAL WAY  
MEMORANDUM

**DATE:** September 14, 2021

**TO:** City Council Members

**VIA:** Jim Ferrell, Mayor

**FROM:** Jason Gerwen, Deputy Parks Director

**SUBJECT:** Bid Acceptance – Roofing Replacement at Saghalie Restroom Buildings  
& Steel Lake Annex Barn

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**Financial Impacts:**

The cost to the City for the Roofing Replacement at Saghalie Restroom Buildings & Steel Lake Annex Barn will be \$155,139.82 and was included within the approved budget adjustment under the Parks Department, under the following line item, 001-7100-331-576-80-480. In accordance with the approved budget, this item is funded by General Fund. Upon completion of the Roofing Replacement at Saghalie Restroom Buildings and Steel Lake Annex - Barn, future costs will be Zero (\$0.00).

**Background Information:**

On July 20, 2021, City Council authorized staff to request bids for the Roofing Replacement at Saghalie Restroom Buildings & Steel Lake Annex Barn. Bids were accepted through August 6, 2021, and there was only one responsive bidder. Parks now requests the Council approve the bid acceptance and allow the work to proceed.

**BID BOND**  
**ROOFING REPLACEMENT – Saghalie Chases & Steel Lake Annex Barn**

**OPTION 1: BID BOND DEPOSIT**

Attached is a deposit in the form of a certified check, cashier's check, or cash in the amount of \$\_\_\_\_\_, which amount is not less than five percent (5%) of the total bid.

Principal – Signature of Authorized Official \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Title

—OR—

**OPTION 2: BID BOND**

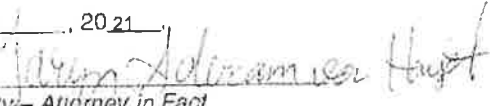
KNOW ALL PERSONS BY THESE PRESENTS that we,

Lawson Contracting LLC dba Wright Roofing, as Principal, and  
SureTec Insurance Company, 2103 CityWest Boulevard, Ste 1300, Houston, TX 77042 as Surety, are held and firmly bound unto the  
City of Federal Way, as Obligor, in the sum of five (5) percent of the total amount of the bid proposal for the  
payment of which the Principal and the Surety bond themselves, their heirs and executors, administrators,  
successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligor shall make any award to the Principal for the above-mentioned Project according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligor in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligor; or if the Principal shall in case of failure so to do, pay and forfeit to the Obligor the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise, it shall be, and remain in full force and effect, and the Surety shall forthwith pay and forfeit to the Obligor as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS 4th DAY OF August, 2021.

  
Principal – Signature of Authorized Official

  
Surety – Attorney in Fact  
(Attach Power of Attorney)

PRINCIPLE  
Title

Name and Address of Local Office/Agent of Surety Company is:

Taryn Schram von Haupt, Attorney in Fact

Rice Insurance LLC

1400 Broadway, Bellingham, WA, 98225

CITY OF FEDERAL WAY

ROOFING REPLACEMENT – Saghalie  
Restroom Buildings & Steel Lake Annex  
Barn  
RFB #21-009

RFB-10  
CFW RFB VERSION 2020-JUN

## JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Cassandra Jones, Joseph Tejeda, Taryn Schram Von Haupt, Rita M. Filbeck, Mallory K. Visser

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 26th day of September 1 2020 .

SureTec Insurance Company

By:   
Michael C. Keimig, President



Markel Insurance Company

By:   
Robin Russo, Senior Vice President

Commonwealth of Virginia  
County of Henrico SS:

On this 25th day of September, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies; and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official Seal to this instrument, in the County of Henrico, the day and year first above written.



By:   
Donna Donavant, Notary Public  
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 4th day of August, 2021

SureTec Insurance Company  
By:   
M. Brent Beatty, Assistant Secretary

Markel Insurance Company  
By:   
Richard R. Grinnan, Vice President and Secretary

## **BID PROPOSAL**

### **PROPOSAL SUBMITTED TO:**

City of Federal Way  
33325 8th Ave South  
Federal Way, Washington 98003-6325

### **PROPOSAL SUBMITTED BY:**

Bidder: Lawson Contracting LLC dba Wright Roofing  
*Full Legal Name of Firm*

Contact: Ryan Lawson  
*Individual with Legal Authority to sign Bid and Contract*

Address: PO Box 9339  
*Street Address*  
Tacoma, Washington 98409  
*City, State Zip*

Phone: 253-472-3321 Ext. 1005

E-Mail: ryan@wrightroofingwa.com

Select One of the Following: ☒ Corporation LLC  
☐ Partnership  
☐ Individual  
☐ Other

State Contractor's License No.: WRIGHR\*851K6

State Contractor's License Expiration Date: 05 / 26 / 2023  
*Month Day Year*

State UBI No.: 603-505-236

State Worker's Comp. Account No.: 528,382-00

**CITY OF FEDERAL WAY**

**ROOFING REPLACEMENT – Saghalie  
Restroom Buildings & Steel Lake Annex  
Barn  
RFB #21-009**

**NOTE:** All entries shall be written in ink or typed. Unit prices for all items, all extensions, and total amount of bid shall be shown. Enter unit prices in numerical figures only, in dollars and cents to two (2) decimal places (including for whole dollar amounts). All figures must be clearly legible. Bids with illegible figures in the unit price column will be regarded as nonresponsive. Where conflict occurs between the unit price and the total amount specified for any item, the unit price shall prevail, and totals shall be corrected to conform thereto. The Bidder shall complete this entire Bid Form or this bid may be considered non-responsive. The City may correct obvious mathematical errors. The City of Federal Way reserves the right to reject any and all bids, waive any informalities or minor irregularities in the bidding, and determine which bid or bidder meets the criteria set forth in the bid documents.

SCHEDULE A: ROOFING REPLACEMENT – Saghalie Chases & Steel Lake Annex Barn						
All unit prices shall NOT include applicable sales tax.						
Sales tax should be applied to the sub total for this bid schedule.						
Item No.	Spec. Div.	Bid Item Description			Unit Price	Amount
1	Parks	Saghalie Restroom Building 1			\$29,269.96	\$29,269.96
2	Parks	Saghalie Chase 2			\$47,595.85	\$47,595.85
3	Parks	Steel Lake Annex Barn			\$64,042.30	\$64,042.30
4	Change - orders	Rotted/Weak Roof Decking Replacment (price per sheet) 4 X8 X 1/2" Cdx			\$250.00	N/A
SUBTOTAL – SCHEDULE A						\$140,908.11
SALES TAX (10.1%)						\$14,231.71
TOTAL – SCHEDULE A						
(including Washington State sales tax, all other government taxes, assessments and charges)						\$155,139.82

The documents incorporated by reference, as if fully set forth, are the Advertisement for Bids, the Instructions to Bidders and Checklists, the Contractor's Bid Proposal (including all forms and supplemental information listed on the Bidders Checklist), the Contract Documents (including Project Plans, Specifications, and all Appendices, Amendments, and Supplemental Reports & Information), the Contract Provisions (including all forms and supplemental information listed on the Contract Checklist), the version of the Washington State Standard Specifications for Road, Bridge, and Municipal Construction identified herein, and any other documents provided to bidders and/or referenced in or referred to by the Contract Documents.

Pursuant to and in compliance with the Advertisement for Bids for the Project, and other documents relating thereto, the undersigned has carefully examined all of the bid and contract documents, considered conditions which may affect the delivery, supply and maintenance for the Project, and hereby proposes to furnish all labor, materials and perform all work as required in strict accordance with the contract documents, for the referenced bid amount, inclusive of Washington State sales tax and all other government taxes, assessments and charges as required by law.

**CITY OF FEDERAL WAY**

**ROOFING REPLACEMENT – Saghalie  
Restroom Buildings & Steel Lake Annex  
Barn**

**RFB-7**  
CFW RFB VERSION 2020-JUN

**RFB #21-009**

#### **NON-COLLUSION AFFIDAVIT**

By signing this proposal, the undersigned acknowledges that the person(s), firm, association, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this project.

To report rigging activities, call 1-800-424-9071. The U.S. Department of Transportation (USDOT) operates the toll-free hotline Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the hotline to report such activities. The hotline is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

#### **CONFLICTS OF INTEREST, GRATUITIES, & NON-COMPETITIVE PRACTICES**

By signing this proposal, the undersigned agrees as follows:

- (1) That it has no direct or indirect pecuniary or proprietary interest, that it shall not acquire any interest which conflicts in any manner or degree with the work, services, equipment or materials required to be performed and/or provided under this contract and that it shall not employ any person or agent having any such interests. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the City and take action immediately to eliminate the conflict or to withdraw from this contract, as the City may require; and
- (2) That no person or selling agency except bona fide employees or designated agents or representatives of the Contractor have been employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
- (3) That no gratuities in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the City or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

#### **AFFIDAVIT OF ELIGIBILITY**

The Contractor certifies that it is properly licensed and registered under the laws of the State of Washington and has not been determined to have been in violation of RCW 50.12.070(1)(b), RCW 51.16.070(1)(b), or RCW 82.32.070(2) within the last two years. The Contractor further certifies that it has not been determined, within the last one year, to have committed any combination of two of the following violations or infractions within a five year period: (1) Violated RCW 51.48.020(1) or 51.48.103; or (2) Committed an infraction or violation under Chapter 18.27 RCW.

#### **CERTIFICATION OF LAWFUL EMPLOYMENT**

The Contractor hereby certifies that it has complied with all provisions of the Immigration and Nationality Act now or as herein after amended, 8 U.S.C. 1101 et. Seq., and that all employees, including subcontractor employees, are lawfully permitted to perform work in the United States as provided in this agreement with the City of Federal Way.

Receipt of the following Addendums is hereby acknowledged: No Addendum Issued

Addendum No. ____	Date Issued: _____
Addendum No. ____	Date Issued: _____
Addendum No. ____	Date Issued: _____

**CITY OF FEDERAL WAY**

**ROOFING REPLACEMENT – Saghalie  
Restroom Buildings & Steel Lake Annex  
Barn  
RFB #21-009**



The undersigned individual represents and warrants that he or she is dully authorized to execute the bid and all bid documents on behalf of any partnership, joint venture or corporation.

By: *Ryan Lawson*  
Signature  
Ryan Lawson  
\_\_\_\_\_  
Printed Name  
Principal  
\_\_\_\_\_  
Title

Subscribed and sworn to before me this 6<sup>th</sup> day of August, 2021.



*Jennifer Wright*  
Signature of Notary  
Jennifer Wright  
\_\_\_\_\_  
Printed name of Notary  
Notary Public in and for the State of Washington  
My commission expires: 10-10-21

CITY OF FEDERAL WAY

ROOFING REPLACEMENT – Saghalie  
Restroom Buildings & Steel Lake Annex  
Barn

RFB-9  
CFW RFB VERSION 2020-JUN

RFB #21-009

## CONTRACTOR WAGE LAW COMPLIANCE CERTIFICATION

FAILURE TO RETURN THIS CERTIFICATION AS PART OF THE BID PROPOSAL PACKAGE WILL MAKE THIS BID NONRESPONSIVE AND INELIGIBLE FOR AWARD.

I hereby certify, under penalty of perjury under the laws of the State of Washington, on behalf of the firm identified below that, to the best of my knowledge and belief, this firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapters 49.46, 49.48, and 49.52 RCW within three (3) years prior to the date of the Request for Bids.

Bidder Name: Lawson Contracting LLC dba Wright Roofing  
*Print Full Legal Name of Firm*

By:   
*Signature of Authorized Person*

Ryan LAWSON  
*Print Name of Person Making Certifications for Firm*

Title: Principal  
*Title of Person Signing Certificate*

Place: Tacoma, Washington  
*Print City and State Where Signed*

Date: August 6th, 2021

CITY OF FEDERAL WAY

ROOFING REPLACEMENT – Saghalie  
Restroom Buildings & Steel Lake Annex  
Barn

RFB-11  
CFW RFB VERSION 2020-JUN

RFB #21-009

# PROPOSAL FOR INCORPORATING RECYCLED MATERIALS



APWA-WA Division 1 Committee

rev. 1/8/2016

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## **Proposal for Incorporating Recycled Materials into the Project**

In compliance with a new law that went into effect January 1, 2016 (SHB1695), the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E, Table on Maximum Allowable Percent (By Weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: Zero Percent -N/A percent.

*Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tie-breaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidder's stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.*

Bidder:

Lawson Contracting LLC dba Wright Roofing

Signature of Authorized Official:

*Byron Lawson*  
August 6, 2021

Date:

CITY OF FEDERAL WAY

ROOFING REPLACEMENT – Saghalie  
Restroom Buildings & Steel Lake Annex  
Barn

RFB-12  
CFW RFB VERSION 2020-JUN

RFB #21-009

**PUBLIC WORKS CONTRACT  
FOR  
ROOFING REPLACEMENT**

Saghalie Restroom Buildings & Steel Lake Annex Barn

THIS PUBLIC WORKS CONTRACT ("Contract") is dated effective this 22nd day of September, 2021 and is made by and between the City of Federal Way, a Washington municipal corporation ("City or Owner"), and Lawson Contracting LLC dba Wright Roofing, a Washington Limited Liability Corporation ("Contractor").

A. The City desires to retain an independent contractor to furnish all labor and materials necessary to perform work necessary to complete removal and replacement of existing roofs on the two Restroom Buildings at Saghalie Park located at 33914 19th Ave SW, Federal Way, WA, and on the Steel Lake Annex Barn located at 26745 S 312th St, Federal Way, WA ("Property" or "Properties"); and

B. The Contractor has the requisite skill and experience to perform such work.

NOW, THEREFORE, the parties ("Parties") agree to the following terms and conditions:

**1. SERVICES BY CONTRACTOR**

1.1 Description of Work. Contractor shall perform all work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for the construction and completion of the work, more particularly described as the ROOFING REPLACEMENT – Saghalie Restroom Buildings & Steel Lake Annex Barn project, including without limitation:

**a. New Roofing, Gutters and Downspouts**

- i. Contractor to remove existing roofing material, existing gutters and downspouts on three roofs referenced above and repair rotted or weak roof decking as needed.
- ii. Supply and Install high temperature Grace Vicor ice and water shield roofing underlayment.
- iii. Supply and Install 26 gauge R panel style metal (city to select color).
- iv. Supply and Install all trim and flashings as needed to ensure watertight roofing.
- v. Supply and Install metal edging.
- vi. Install roof penetration flashings.
- vii. Supply and Install new 5" gutters and downspouts.
- viii. Clean and haul off debris.
- ix. All materials used for the manufacture or construction of any items to be provided under this Agreement shall be new.
- x. Installation shall include all material, permitting and installation necessary to properly remove and install roofing, gutters and downspouts.

**b. Equipment Procurement and Delivery**

- i. Contractor will procure agreed upon material as well as all necessary installation materials and supplies.
- ii. Contractor must coordinate the delivery and installation with Derreck Presnell, Parks & Facilities Manager.
- iii. City of Federal Way shall not accept the delivery on behalf of the contractor. Contractor must be present to accept delivery. Storage on-site shall not be permitted prior to installation.

**c. Roof Removal**

- i. Contractor shall neatly remove the existing roofing, underlayment, gutters and downspouts.
- ii. Removal of existing roofing shall be completed in compliance with applicable federal and state laws. Contractor shall haul away all material to a certified landfill and provide evidence or documentation of proper disposal.

**d. Installation**

- i. All installation work is to be carried out according to this Scope of Work and the technical specifications provided by contractor.

**e. Final Inspection and Acceptance**

- i. Finished installation shall be permitted and inspected by any applicable state, city, township and county inspections as necessary. All are to be arranged and coordinated by Contractor.
- ii. Final approval shall be provided by Derreck Presnell upon completion of all punch list items and the City's receipt of permit.

**f. Scheduling**

- i. All work must be completed during normal business hours, Monday-Friday (7a-4p).
- ii. On scheduled days of removal/installation, a representative from City of Federal Way shall meet the contractor on site and will remain available via phone throughout the day.
- iii. Contractor's on-site installation activities must be scheduled at least five (5) business days in advance and coordinated through:  
Derreck Presnell  
Parks & Facilities Manager  
(253) 329-8419  
[derreck.presnell@cityoffederalway.com](mailto:derreck.presnell@cityoffederalway.com)

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("Work"), in accordance with and as described in the Contract Documents, which include

without limitation, this Contract, Request for Bids, Bidder's Checklist, Instructions to Bidders, General Contractual Terms and Conditions, Bid Form, Bid Signature Page, Bid Bond, Combined Affidavit and Certification Form, Contractor's Compliance Statement, Notice of Completion of Public Works Contract attached as Exhibit A, Contract Change Order Agreement attached as Exhibit B, Contractor's Retainage Option attached as Exhibit C, Retainage Bond to City of Federal Way attached as Exhibit D, Notice to Labor Unions or Other Employment Organizations Nondiscrimination in Employment attached as Exhibit E, Certificate(s) of Insurance Form attached hereto as Exhibit F, Performance / Payment Bond attached hereto as Exhibit G, Title VI Assurances attached hereto as Exhibit H, Standard Plans and Details attached as Appendix A, current Prevailing Wage Rates attached as Appendix B, Warranties attached as Appendix C, 2000 WSDOT / APWA Standard Specifications for Road, Bridge and Municipal Construction, together with the APWA Supplemental (Division 1-99) ("Standard Specifications") and all other Appendices attached hereto and incorporated by this reference, (collectively the "Contract Documents"), which Work shall be completed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the Mayor or his or her designee.

**1.2 Completion Date.** The Work shall be commenced within thirty (30) days of receipt by the Contractor of the City's Notice to Proceed. The Work shall be completed on or before November 30, 2021. In the event the Work is not substantially completed within the time specified, Contractor agrees to pay to the City liquidated damages in the amount set forth in the formula included in Section 1.3 of this Contract. The Work shall not be deemed completed until the City has accepted the Work and delivered a written Notice of Completion of Public Works Contract in the form attached hereto as Exhibit "A".

**1.3 Liquidated Damages.** Time is of the essence of the Contract. Delays inconvenience the traveling public, obstruct traffic, interfere with and delay commerce, and increase risk to Highway users. Delays also cost tax payers undue sums of money, adding time needed for administration, engineering, inspection, and supervision.

Accordingly, the Contractor agrees:

1. To pay liquidated damages in the amount of \$200.00 for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

When the Contract Work has progressed to the extent that the Contracting Agency has full use and benefit of the facilities, both from the operational and safety standpoint, all the initial plantings are completed and only minor incidental Work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains to physically complete the total Contract, the Engineer may determine the Contract Work is substantially complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire Contract.

1.4 Performance Standard. Contractor shall perform the Work in a manner consistent with accepted practices for other properly licensed contractors.

1.5 Compliance with Laws. Contractor shall perform the Work in accordance with all applicable federal, state and City laws, including but not limited to all City ordinances, resolutions, standards or policies, as now existing or hereafter adopted or amended, and obtain all necessary permits and pay all permit, inspection or other fees, at its sole cost and expense.

1.6 Change Orders. The City may, at any time, without notice to sureties, order changes within the scope of the Work. Contractor agrees to fully perform any such alterations or additions to the Work. All such change orders shall be in the form of the Contract Change Order Agreement attached hereto as Exhibit "B," which shall be signed by both the Contractor and the City, shall specifically state the change of the Work, the completion date for such changed Work, and any increase or decrease in the compensation to be paid to Contractor as a result of such change in the Work. Oral change orders shall not be binding upon the City unless confirmed in writing by the City. If any change hereunder causes an increases or decrease in the Contractor's cost of, or time required for, the performance or any part of the Work under this Contract, an equitable adjustment will be made and the Contract modified in writing accordingly.

If the Contractor intends to assert a claim for an equitable adjustment hereunder, it shall, within five (5) days after receipt of a written change order from the City or after giving the written notice required above, as the case may be, submit to the City a written statement setting forth the general nature and monetary extent of such claim; provided the City, in its sole discretion, may extend such five (5) day submittal period upon request by the Contractor. The Contractor shall supply such supporting documents and analysis for the claims as the City may require to determine if the claims and costs have merit. No claim will be allowed for any costs incurred more than five (5) days before the Contractor gives written notice as required. No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this Contract.

1.7 Work and Materials Omitted. The Contractor shall, when directed in writing by the City, omit work, services and materials to be furnished under the Contract and the value of the omitted work and materials will be deducted from the Total Compensation and the delivery schedule will be reviewed if appropriate. The value of the omitted work, services and materials will be a lump sum or unit price, as mutually agreed upon in writing by the Contractor and the City. If the parties cannot agree on an appropriate deduction, the City reserves the right to issue a unilateral change order adjusting the price and the delivery schedule.

1.8 Utility Location. Contractor is responsible for locating any underground utilities affected by the Work and is deemed to be an excavator for purposes of Chapter 19.122 RCW, as amended. Contractor shall be responsible for compliance with Chapter 19.122 RCW, including utilization of the "one call" locator system before commencing any excavation activities.

1.9 Air Environment. Contractor shall fully cover any and all loads of loose construction materials including without limitation, sand, dirt, gravel, asphalt, excavated materials,

construction debris, etc., to protect said materials from air exposure and to minimize emission of airborne particles to the ambient air environment within the City of Federal Way.

## **2. TERM**

This Contract shall commence on the effective date of this Contract and continue until the completion of the Work, which shall be no later than November 30, 2021 to complete, and the expiration of all warranties contained in the Contract Documents ("Term").

## **3. WARRANTY**

3.1 Requisite Skill. The Contractor warrants that it has the requisite skill to complete the Work, and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Federal Way by obtaining a City of Federal Way business registration. Contractor represents that it has visited the site and is familiar with all of the plans and specifications in connection with the completion of the Work.

3.2 Defective Work. The Contractor shall, at its sole cost and expense, correct all Work which the City deems to have defects in workmanship and material discovered within one (1) year after the City's final acceptance of the Work as more fully set forth in the General Conditions of the Contract; provided, however, that this warranty may extend beyond this time period pursuant to the warranties attached hereto as Appendix C and incorporated by this reference. This warranty shall survive termination of this Contract. Conducting of tests and inspections, review of specifications or plans, payment for goods or services, or acceptance by the City does not constitute waiver, modification or exclusion of any express or implied warranty or any right under this Contract or law.

## **4. COMPENSATION**

4.1 Total Compensation. In consideration of the Contractor performing the Work, the City agrees to pay the Contractor an amount not to exceed One Hundred Forty Thousand Nine Hundred Eight and 11/100 Dollars (\$140,908.11), and Washington State sales tax equal to Fourteen Thousand Two Hundred Thirty-One and 71/100 Dollars (\$14,231.71), for a total amount not to exceed One Hundred Fifty-Five Thousand One Hundred Thirty-Nine and 82/100 Dollars (\$155,139.82), which amount shall constitute full and complete payment by the City ("Total Compensation").

4.2 Contractor Responsible for Taxes. The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.

4.3 Nonpayment. The City shall have the right to withhold payment to the Contractor for any of the Work not completed in a satisfactory manner, in the City's sole discretion, which shall be withheld until such time as Contractor modifies or repairs the Work so that the Work is acceptable to the City.

4.4 Method of Payment. The basis of payment will be the actual quantities of work performed according to the contract and as specified for payment. Payments will be made for work and labor performed and materials furnished under the contract according to the price in the proposal unless otherwise provided. Partial payments will be made once each month, based



on partial estimates prepared by the Engineer and signed by the Contractor. Failure to perform any obligation under this Contract may be adequate reason for the City to withhold payments until the obligation is performed.

Upon completion of all work and after final inspection, the amount due the Contractor under the contract will be paid based upon the final estimate made by the Engineer and signed by the Contractor.

Payment to the Contractor for partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

**4.5 Retainage.** Pursuant to Chapter 60.28 RCW, five percent (5%) of the Total Compensation shall be retained by the City to assure payment of Contractor's state sales tax as well as payment of subcontractors, suppliers and laborers. Upon execution of this Contract, Contractor shall complete, execute and deliver to the City the Contractor Retainage Option attached hereto as Exhibit "C" or execute the Retainage Bond attached hereto as Exhibit "D". No payments shall be made by the City from the retained percentage fund ("Fund") nor shall the City release any retained percentage escrow account to any person, until the City has received from the Department of Revenue a certificate that all taxes, increases, and penalties due from the Contractor and all taxes due and to become due with respect to the Contract have been paid in full or that they are, in the Department's opinion, readily collectible without recourse to the State's lien on the retained percentage. Upon non-payment by the general contractor, any supplier or subcontractor may file a lien against the retainage funds, pursuant to Chapter 60.28 RCW. Subcontractors or suppliers are required to give notice of any lien within forty-five (45) days of the completion of the Work and in the manner provided in RCW 39.08.030. Within sixty (60) days after completion of all Work on this Contract, the City shall release and pay in full the money held in the Fund, unless the City becomes aware of outstanding claims made against this Fund.

## **5. EQUAL OPPORTUNITY EMPLOYER**

In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Contract, there shall be no discrimination by Contractor or by Contractor's employees, agents, subcontractors or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Contract by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements. If this project involves federal funds including USDOT funds administered by WSDOT, the contractor agrees to the clauses contained in Exhibit H.

## **6. INDEPENDENT CONTRACTOR/CONFLICT OF INTEREST**

6.1 It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social

security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Contractor may or will be performing professional services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City.

6.2 If the Contractor is a sole proprietorship or if this is a contract with an individual, the contractor agrees to notify the City and complete any required form if the Contractor retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Contractor's failure to do so.

## **7. CITY'S RIGHT TO TERMINATE CONTRACT**

7.1 Termination Without Cause. Prior to the expiration of the Term, this Contract may be terminated without cause upon oral or written notice delivered to Contractor from the City. Upon termination, all supplies, materials, labor and/or equipment furnished prior to such date shall, at the City's option, become its property. In the event Contractor is not in breach of any of the provisions of this Contract, Contractor will be paid for any portion of the Work which has been completed to the City's satisfaction, calculated by the percentage amount that portion of the Work completed and accepted by the City bears to the Total Compensation.

7.2 Termination For Cause. The City may immediately terminate this Contract, take possession of the Property and all materials thereon and finish the Work by whatever methods it may deem expedient, upon the occurrence of any one or more of the following events:

- (1) If the Contractor should be adjudged a bankrupt.
- (2) If the Contractor should make a general assignment for the benefit of its creditors.
- (3) If a receiver should be appointed on the account of insolvency of Contractor.
- (4) If Contractor should persistently or repeatedly refuse or fail to supply a sufficient number of properly skilled workmen or proper materials for completion of the Work.
- (5) If the Contractor should fail to complete the Work within the time specified in this Contract.
- (6) If the Contractor should fail to complete the Work in compliance with the plans and specifications, to the City's satisfaction.
- (7) If the Contractor should fail to make prompt payment to subcontractors or for material labor.
- (8) If Contractor should persistently disregard laws, ordinances or regulations of federal, state, or municipal agencies or subdivisions thereof.

(9) If Contractor should persistently disregard instructions of the Mayor or his or her representative.

(10) If Contractor shall be in breach or violation of any term or provision of this Contract, or

(11) If the Work is not being performed pursuant to RCW 49.28.050 or 49.28.060.

**7.3 Result of Termination.** In the event that this Contract is terminated for cause by the City, the City may do any or all of the following:

(1) Stop payments. The City shall cease any further payments to Contractor and Contractor shall be obligated to repay any payments it received under this contract.

(2) Complete Work. The City may, but in no event is the City obligated to, complete the Work, which Work may be completed by the City's agents, employees or representatives or the City may retain independent persons or entities to complete the Work. Upon demand, Contractor agrees to pay to the City all of its costs and expenses in completing such Work.

(3) Take Possession. The City may take possession of the Property and any equipment and materials on the Property and may sale the same, the proceeds of which shall be paid to the City for its damages.

(4) Remedies Not Exclusive. No remedy or election under this Contract shall be deemed an election by the City but shall be cumulative and in addition to all other remedies available to the City at law, in equity or by statute.

## **8. INDEMNIFICATION**

**8.1 Contractor Indemnification.** The Contractor agrees to indemnify, defend, and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Contract to the extent caused by the negligent acts, errors or omissions of the Contractor, its partners, shareholders, agents, employees, or by the Contractor's breach of this Contract. Contractor waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs.

**8.2 City Indemnification.** The City agrees to indemnify, defend, and hold the Contractor, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licenses, or representatives, arising from, resulting from or connected with this Contract to the extent solely caused by the negligent acts, errors, or omissions of the City, its employees or agents.

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

## **9. INSURANCE**

9.1 Minimum Limits. The Contractor agrees to carry as a minimum, the following insurance, in such forms and with such carriers who have a rating which is satisfactory to the City:

- (1) Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington;
- (2) Commercial general liability insurance with combined single limits of liability not less than \$2,000,000 for bodily injury, including personal injury or death, products liability and property damage.
- (3) Automobile liability insurance with combined single limits of liability not less than \$2,000,000 for bodily injury, including personal injury or death and property damage.
- (4) If any structures are involved in the Contract, the Contractor shall maintain an All Builder's Risk form at all times in an amount no less than the replacement value of the structure until final acceptance of the project by the City.

9.2 Endorsements. Each insurance policy shall contain, or be endorsed to contain, the following provisions:

- (1) The City, its officers, officials, employees, volunteers and agents shall each be named as additional insured.
- (2) Coverage may not be terminated or reduced in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, to the City.
- (3) Coverage shall be primary and non-contributory insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be in excess of Contractor's insurance.
- (4) Coverage shall apply to each insured separately against whom claim is made or suit is brought.
- (5) Coverage shall be written on an "occurrence" form as opposed to a "claims made" or "claims paid" form.

9.3 Verification. Contractor shall furnish the City with certificates of insurance evidencing the coverage required by the Section, attached hereto as Exhibit "F" and hereby incorporated by this reference. The City reserves the right to require complete certified copies of all required insurance policies, at any time.

9.4 Subcontractors. Contractors shall include all subcontractors as additional insured under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

9.5 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be disclosed by Contractor and approved in writing by the City. At the option of the City, Contractor shall either reduce or eliminate such deductibles or self-insured retentions or procure a bond guaranteeing payment for any amounts not covered by the insurance by reason of such deductibles or self-insured retentions.

9.6 Asbestos Abatement or Hazardous Materials. If asbestos abatement or hazardous materials work is performed, Contractor shall review coverage with the City's Risk Manager and provide scope and limits of coverage that are appropriate for the scope of Work and are satisfactory to the City. Contractor shall not commence any Work until its coverage has been approved by the Risk Manager.

9.7 Termination. The Contractor's failure to provide the insurance coverage required by this Section shall be deemed to constitute non-acceptance of this Contract by the Contractor and the City may then award this Contract to the next lower bidder.

## **10. PERFORMANCE/PAYMENT BOND**

Pursuant to RCW 39.08.010, Contractor shall post a Performance/Payment Bond in favor of the City, in the form attached to this Contract as Exhibit "G" and incorporated by this reference, in a dollar amount satisfactory to the City; to guarantee Contractor's performance of the Work to the City's satisfaction; to insure Contractor's performance of all of the provisions of this Contract; and to guarantee Contractor's payment of all laborers, mechanics, subcontractors and material persons. Contractor's obligations under this Contract shall not be limited to the dollar amount of the bond.

## **11. SAFETY**

Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and municipal safety and health laws and codes, including without limitation, all OSHA/WISHA requirements, Safety and Health Standards for Construction Work (Chapter 296-155 WAC), General Safety and Health Standards (Chapter 296-24 WAC), and General Occupational Health Standards (Chapter 296-62 WAC). Contractor shall erect and properly maintain, at all times, all necessary guards, barricades, signals and other safeguards at all unsafe places at or near the Work for the protection of its employees and the public, safe passageways at all road crossings, crosswalks, street intersections, post danger signs warning against any known or unusual hazards and do all other things necessary to prevent accident or loss of any kind. Contractor shall protect from danger all water, sewer, gas, steam or other pipes or conduits, and all hydrants and all other property that is likely to become displaced or damaged by the execution of the Work. The Contractor shall, at its own expense, secure and maintain a safe storage place for its materials and equipment and is solely responsible for the same.

## **12. PREVAILING WAGES**

12.1 Wages of Employees. This contract is subject to the minimum wage requirements of Chapter 39.12 RCW and Chapter 49.28 RCW (as amended or supplemented). On Federal-aid

projects, Federal wage laws and rules also apply. The Hourly minimum rates for wages and fringe benefits are listed in Appendix B. When Federal wage and fringe benefit rates are listed, the rates match those identified by the U.S. Department of Labor's "Decision Number" shown in Appendix B.

The Contractor, any subcontractor, and all individuals or firms required by Chapter 39.12 RCW, Chapter 296-127 WAC, or the Federal Davis-Bacon and Related Acts (DBRA) to pay minimum prevailing wages, shall not pay any worker less than the minimum hourly wage rates and fringe benefits required by Chapter 39.12 RCW or the DBRA. Higher wages and benefits may be paid.

When the project is subject to both State and Federal hourly minimum rates for wages and fringe benefits and when the two rates differ for similar kinds of labor, the Contractor shall not pay less than the higher rate unless the state rates are specifically preempted by Federal law.

The Contractor shall ensure that any firm (Supplier, Manufacturer, or Fabricator) that falls under the provisions of Chapter 39.12 RCW because of the definition "Contractor" in Chapter 296-127-010 WAC, complies with all the requirements of Chapter 39.12 RCW.

12.2 Exemptions to Prevailing Wage. The prevailing wage requirements of Chapter 39.12 RCW, and as required in this Contract do not apply to:

- (1) Sole owners and their spouses;
- (2) Any partner who owns at least 30% of a partnership;
- (3) The President, Vice President and Treasurer of a corporation if each one owns at least 30% of the corporation.

12.3 Reporting Requirements. On forms provided by the Industrial Statistician of State L&I, the Contractor shall submit to the Engineer the following for itself and for each firm covered under Chapter 39.12 RCW that provided work and materials of the contract:

- (1) A copy of an approved "Statement of Intent to Pay Prevailing Wages" State L&I form number F700-029-000. The City will make no payment under this contract for the work performed until this statement has been approved by State L&I and a certified copy of the approved form has been submitted to the City.
- (2) A copy of an approved "Affidavit of Prevailing Wages Paid," State L&I form number F700-007-000. The City will not release to the contractor any funds retained under Chapter 60.28.011 RCW until all of the "Affidavit of Prevailing Wages Paid" forms have been approved by State L&I and a certified copy of all the approved forms have been submitted to the City.

The Contractor shall be responsible for requesting these forms from the State L&I and for paying any approval fees required by State L&I.

Certified payrolls are required to be submitted by the Contractor to the City, for the Contractor and all subcontractors or lower tier subcontractors.

12.4 Disputes. In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be resolved by the City and the Contractor, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington and the decision therein shall be final and conclusive and binding on all parties involved in the dispute.

### **13. FAILURE TO PAY SUBCONTRACTORS**

In the event the Contractor shall fail to pay any subcontractors or laborers, fail to pay for any materials, or fail to pay any insurance premiums, the City may terminate this Contract and/or the City may withhold from the money which may be due the Contractor an amount necessary for the payment of such subcontractors, laborers, materials or premiums.

### **14. OWNERSHIP OF DOCUMENTS**

All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media, all finished or unfinished documents or material which may be produced or modified by Contractor while performing the Work shall become the property of the City and shall be delivered to the City at its request.

### **15. CONFIDENTIALITY**

Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept as confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

### **16. BOOKS AND RECORDS**

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

### **17. CLEAN UP**

At any time ordered by the City and immediately after completion of the Work, the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. In the event the Contractor fails to perform the necessary clean up, the City may, but in no event is it obligated to, perform the necessary clean up and the costs thereof shall be immediately paid by the Contractor to the City and/or the City may deduct its costs from any remaining payments due to the Contractor.

### **18. CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITY:**

18.1 Contractor Verification. The Contractor verifies that it has a certificate of registration with the State of Washington; has a current state unified business identifier number; is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3); has industrial insurance as required by Title 51 RCW, if applicable; has an

employment security department number as required in Title 50 RCW, if applicable; has a state excise tax registration number as required in Title 82 RCW, if applicable; possesses a valid electrical contractor license as required by chapter 19.28 RCW, if applicable; and possesses an elevator contractor license as required by chapter 70.87 RCW, if applicable.

18.2 Subcontractor Contracts. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

18.3 Subcontractor Verification. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria: Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal; Have a current Washington Unified Business Identifier (UBI) number; Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3); Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW, if applicable; A Washington Employment Security Department number, as required in Title 50 RCW, if applicable; A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW, if applicable; An electrical contractor license, if required by Chapter 19.28 RCW, if applicable; An elevator contractor license, if required by Chapter 70.87 RCW.

## **19. GENERAL PROVISIONS**

19.1 Entire Contract. The Contract Documents contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Contract and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose.

19.2 Modification. No provisions of this Contract, including this provision, may be amended or added to except by agreement in writing signed by the Parties or their respective successors in interest.

19.3 Full Force and Effect. Any provision of this Contract, which is declared invalid, void or illegal, shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

19.4 Assignment. The Contractor shall not transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the City. In the event the City consents to any such assignment or transfer, such consent shall in no way release the Contractor from any of its obligations or liabilities under this Contract.

19.5 Successors In Interest. Subject to the preceding Subsection, this Contract shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns.

19.6 Attorney Fees. In the event the City or the Contractor defaults on the performance of any terms in this Contract, and the Contractor or City places the enforcement of the Contract



or any part thereof, or the collection of any monies due, or to become due hereunder, or recovery of possession of any belongings, in the hands of an attorney, or file suit upon the same, each Party shall pay all its own attorneys' fees, costs and expenses. The venue for any dispute related to this Contract shall be King County, Washington.

19.7 No Waiver. Failure of the City to declare any breach or default immediately upon occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

19.8 Governing Law. This Contract shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

19.9 Authority. Each individual executing this Contract on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Contract on behalf of the Contractor or City.

19.10 Notices. Any notices required to be given by the City to Contractor or by the Contractor to the City shall be delivered to the Parties at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth herein. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

19.11 Captions. The respective captions of the Sections of this Contract are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect in any respect any of the provisions of this Contract.

19.12 Performance. Time is of the essence of this Contract and each and all of its provisions in which performance is a factor. Adherence to completion dates is essential to the Contractor's performance of this Contract.

19.13 Compliance with Ethics Code. If a violation of the City's Ethics Resolution No. 91-54, as amended, occurs as a result of the formation and/or performance of this Contract, this Contract may be rendered null and void, at the City's option.

19.14 Conflicting Provisions. In the event of a conflict between the terms and provisions of any of the Contract Documents, the Mayor or his or her designee shall issue an interpretation of the controlling document, which interpretation shall be final and binding.

DATED the day and year set forth above.

CITY OF FEDERAL WAY:

By:

\_\_\_\_\_  
Jim Ferrell, Mayor  
33325 8th Avenue South  
Federal Way, WA 98003-6325



**EXHIBIT A**

**NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT.**





**EXHIBIT B  
CITY OF FEDERAL WAY  
CONTRACT CHANGE ORDER AGREEMENT**

PROJECT NUMBER

CHANGE ORDER NUMBER

EFFECTIVE DATE

PROJECT TITLE

CONTRACTOR

**SUMMARY OF PROPOSED CHANGES:**

The time provided for completion in the Contract is ☐ Unchanged ☐ Increased ☐ Decreased by \_\_\_\_\_ Calendar Days. This Document shall become an Amendment to the Contract and all provisions of the Contract not amended herein will apply to this Change Order.

Will this change affect expiration or extent of Insurance coverage?  
If "Yes" Will the Policies Be Extended?

☐ Yes ☐ No  
☐ Yes ☐ No

PRICE CHANGE

LUMP SUM: INCREASE \$  
UNIT PRICE:

DECREASE \$

THE ITEMS ARE APPROXIMATE OR ESTIMATED QUANTITIES INVOLVED IN THIS CHANGE

ITEM NO.	ITEM	QTY.	UNIT PRICE	ADD OR DELETE
----------	------	------	------------	---------------

TOTAL NET CONTRACT:

INCREASE \$

DECREASE \$

**STATEMENT:**

*Payment for the above work will be in accordance with applicable portions of the standard specifications, and with the understanding that all materials, workmanship and measurements shall be in accordance with the provisions of the standard specifications, the contract plans, and the special provisions governing the types of construction.*

**DEPARTMENT RECAP TO DATE:**

ORIGINAL CONTRACT AMOUNT  
PREVIOUS CHANGE ORDERS  
THIS CHANGE ORDER  
**\*ADJUSTMENTS**  
NEW CONTRACT AMOUNT

\$  
\$  
\$  
\$  
\$

CONTRACTOR'S SIGNATURE

DATE

DIRECTOR'S SIGNATURE

DATE

**ADJUSTMENTS**

CHANGE ORDER ESTIMATE IS HEREBY	INCREASED	\$ _____
	DECREASED	\$ _____
PAY THIS ADJUSTED AMOUNT:		\$ _____

\_\_\_\_\_  
DIRECTOR'S SIGNATURE

\_\_\_\_\_  
DATE

**EXHIBIT C**  
**CONTRACTOR'S RETAINAGE OPTION**

City of Federal Way  
33325 8th Avenue South  
Federal Way, WA 98003-6325  
253-835-7000

Bid/Contract Number

BID # 21-009

**IDENTIFICATION AND DESCRIPTION**

Project Title: ROOFING REPLACEMENT – Saghalie Restroom Buildings & Steel Lake Annex Barn

RFB No: 21-009

Contractor: Lawson Contracting LLC dba Wright Roofing

**GENERAL REQUIREMENTS**

1. In accordance with applicable State Statutes, a contract retainage not to exceed five percent of the moneys earned by the contractor will be reserved by the City.
2. All investments selected are subject to City approval.
3. The final disposition of the contract retainage will be made in accordance with applicable State Statutes.

**CONTRACTOR'S INSTRUCTIONS**

Pursuant to RCW 60.28.011, I hereby notify the City of Federal Way of my instructions for the retainage withheld under the terms of this contract:

- ☐ **Option 1:** Retained in a fund by the City of Federal Way. No interest will be paid to the contractor.
- ☐ **Option 2:** Deposited in an interest-bearing account in a bank, mutual savings bank, or savings and loan association. Interest paid to the contractor. Contractor shall have the bank (or other) execute a separate "City of Federal Way Retainage Bank Acceptance Agreement" upon contract award. The City will provide the agreement to the Contractor if this option is selected.
- ☐ **Option 3:** Placed in escrow with a bank or trust company. Contractor shall execute, and have escrow account holder execute a separate "City of Federal Way Construction Retainage Escrow Agreement" upon contract award. The City will provide the agreement to the Contractor if this option is selected. All investments are subject to City approval. The cost of the investment program, and risk thereof, is to be borne entirely by the contractor.
- ☐ **Option 4:** Contractor shall submit a "Retainage Bond" on City-provided form included in these Contract Documents.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date



**EXHIBIT D**  
**RETAINAGE BOND TO CITY OF FEDERAL WAY**

**ROOFING REPLACEMENT**

Saghalie Restroom Buildings & Steel Lake Annex Barn

KNOW ALL PERSONS BY THESE PRESENTS that we, the undersigned, Lawson Contracting LLC, dba Wright Roofing, \_\_\_\_\_, as principal ("Principal"), and \_\_\_\_\_ a Corporation organized and existing under the laws of the State of \_\_\_\_\_, as a surety Corporation, and qualified under the laws of the State of Washington to become surety upon bonds of Contractors with Municipal Corporations, as surety ("Surety"), are jointly and severally held and firmly bonded to the City of Federal Way ("City") in the penal sum of: \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which sum we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

A. This obligation is entered into in pursuant to the statutes of the State of Washington and the ordinances, regulations, standards and policies of the City, as now existing or hereafter amended or adopted.

B. Pursuant to proper authorization, the Mayor is authorized to enter into a certain contract with the Principal, providing for the ROOFING REPLACEMENT – Saghalie Restroom Buildings & Steel Lake Annex Barn Project, which contract is incorporated herein by this reference ("Contract"), and

C. Pursuant to State law, Chapter 60.28 RCW, the City is required to reserve from the monies earned by the Principal pursuant to the contract, a sum not to exceed five percent (5%), said sum to be retained by the City as a trust fund for the protection and payment of any person or persons, mechanic, subcontractor or materialmen who shall perform any labor upon such contract or the doing of such work, and all persons who shall supply such person or persons or subcontractors with provisions and supplies for the carrying on of such work, and the State with the respect to taxes imposed pursuant to Title 82 RCW which may be due from said Principal. Every person performing labor or furnishing supplies towards completion of said improvement or work shall have a lien on said monies so reserved, provided that such notice of the lien of such claimant shall be given in the manner and within the time provided in RCW 39.08.030 as now existing and in accordance with any amendments that may hereafter be provided thereto; and

D. State law further provides that with the consent of the City, the Principal may submit a bond for all or any portion of the amount of funds retained by the public body in a form acceptable to the public body conditioned upon such bond any proceeds therefrom being made subject to all claims and liens and in the same manner and priority as set forth retained percentages pursuant to Chapter 60.28 RCW; and

E. The Principal has accepted, or is about to accept, the Contract, and undertake to perform the work therein provided for in the manner and within the time set forth, for the amount \_\_\_\_\_ (\$ \_\_\_\_\_) ; and

F. The City is prepared to release any required retainage money previously paid by the Principal prior to acceptance and successful operation and fulfillment of all other terms of said contract upon being indemnified by these presents,

NOW, THEREFORE, if the Principal shall perform all the provisions of the Contract in the manner and within the time period prescribed by the City, or within such extensions of time as may be granted under the Contract, and shall pay all laborers, mechanics, subcontractors and material men or women, and all persons who shall supply the Principal or subcontractors with provisions and supplies for the carrying on of said work, and if the Principal shall pay to the State all taxes imposed pursuant to Title 82 RCW which may be due from such Principal as a result of this contract then and in the event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

And the Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Contract or to the Work.

The Surety hereby agrees that modifications and changes may be made in the terms and provisions of the Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Retainage Bond in a like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this bond without consent of the Surety.

Within forty-five (45) days of receiving notice that the Principal has defaulted on all or part of the terms of the Contract, the Surety shall make written commitment to the City that it will either: (a) cure the default itself within a reasonable time period, or (b) tender to the City, the amount necessary for the City to remedy the default, including legal fees incurred by the City, or (c) in the event that Surety's evaluation of the dispute is not complete or in the event the Surety disputes the City's claim of default, the Surety shall notify the City of its finding and its intent, if any, to interplead. The Surety shall then fulfill its obligations under this bond, according to the option it has elected. Should Surety elect option (a) to cure the default, the penal sum of the Bond shall be reduced in an amount equal to the costs actually incurred by the Surety in curing the default. If the Surety elects option (b), then upon completion of the necessary work, the City shall notify the Surety of its actual costs. The City shall return, without interest, any overpayment made by the Surety and the Surety shall pay to the City any actual costs which exceed the City estimate, limited to the bond amount. Should the Surety elect option (c), the Parties shall first complete participation in mediation, described in the below paragraph, prior to any interplead action.

In the event a dispute should arise between the Parties to this Bond with respect to the City's declaration of default by the Principal, the Parties agree to participate in at least four hours of mediation to resolve said dispute. The Parties shall proportionately share in the cost of the mediation. The mediation shall be administered by Judicial Dispute Resolution, LLC, 1425 Fourth Avenue, Suite 300, Seattle, Washington 98101. The Surety shall not interplead prior to completion of the mediation.

The parties have executed this instrument under their separate seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party hereto affixed, and these presents duly signed by its undersigned representatives pursuant to authority of its governing body.

CORPORATE SEAL:

PRINCIPAL

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

CORPORATE SEAL:

SURETY

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

Attorney-in-Fact  
(Attach Power of Attorney)

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

Address: \_\_\_\_\_

\_\_\_\_\_

CERTIFICATES AS TO CORPORATE SEAL

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Principal in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the Principal, was \_\_\_\_\_ of said Corporation; that I know his or her signature thereto is genuine, and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
Secretary of Assistant Secretary

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Surety in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the Surety, was \_\_\_\_\_ of the said Corporation; that I know his or her signature thereto is genuine, and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
Secretary of Assistant Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney, J. Ryan Call

**EXHIBIT E**

**NOTICE TO LABOR UNIONS OR OTHER EMPLOYMENT ORGANIZATIONS  
NONDISCRIMINATION IN EMPLOYMENT**

TO: ALL EMPLOYEES

AND TO:

\_\_\_\_\_  
(Name of Union or Organization)

The undersigned currently holds contract(s) with \_\_\_\_\_ involving funds or credit of the City of Federal Way, Washington, or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that, under the provisions of the above contract(s) or subcontract(s) and in accordance with Section 202 of Executive Order 11246 dated September 24, 1965, the undersigned is obliged not to discriminate against any employee or applicant of employment because of race, color, creed or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

EMPLOYMENT, UPGRADING, TRANSFER OR DEMOTION

RECRUITMENT AND ADVERTISING

RATES OF PAY OR OTHER FORMS OF COMPENSATION

SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION

This notice is furnished to you pursuant to the provisions of the above contract(s) or subcontractor(s) and Executive Order 11246.

Copies of this Notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

Complaints may be submitted to: Derreck Presnell  
City of Federal Way  
33325 8th Avenue South  
Federal Way, WA 98003

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Contractor or subcontractor)

\_\_\_\_\_  
Date

## EXHIBIT G

### CITY OF FEDERAL WAY PERFORMANCE/PAYMENT BOND

KNOW ALL PEOPLE BY THESE PRESENTS:

We, the undersigned Lawson Contracting LLC dba Wright Roofing, ("Principal") and \_\_\_\_\_, the undersigned corporation organized and existing under the laws of the State of Washington and legally doing business in the State of Washington as a surety ("Surety"), are held and firmly bonded unto the City of Federal Way, a Washington municipal corporation ("City") in the penal sum of One Hundred Fifty-Five Thousand One Hundred Thirty-Nine and 82/100 Dollars (\$155,139.82), for the payment of which we firmly bind ourselves and our legal representatives, heirs, successors and assigns, jointly and severally.

This obligation is entered into pursuant to the statutes of the State of Washington and the ordinances, regulations, standards and policies of the City, as now existing or hereafter amended or adopted.

The Principal has entered into an Agreement with the City dated \_\_\_\_\_, 20\_\_ for Roofing Replacement – Saghalie Restroom Buildings and Steel Lake Annex Barn.

NOW, THEREFORE, if the Principal shall perform all the provisions of the Agreement in the manner and within the time period prescribed by the City, or within such extensions of time as may be granted under the Agreement, and shall pay all laborers, mechanics, subcontractors and material men or women, and all persons who shall supply the Principal or subcontractors with provisions and supplies for the carrying on of said work, and shall hold the City, their officials, agents, employees and volunteers harmless from any loss or damage occasioned to any person or property by reason of any carelessness or negligence on the part of the Principal, or any subcontractor in the performance of said work, and shall indemnify and hold the City harmless from any damage or expense by reason of failure of performance as specified in the Agreement within a period of one (1) year after its final acceptance thereof by the City, then and in the event this obligation shall be void; but otherwise, it shall be and remain in full force and effect.

And the Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Agreement or to the Work.

The Surety hereby agrees that modifications and changes may be made in terms and provisions of the Agreement without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Performance Bond in a like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this bond without the consent of the Surety.

Within forty-five (45) days of receiving notice that the Principal has defaulted on all or part of the terms of the Agreement, the Surety shall make a written commitment to the City that it will either: (a) cure the default itself within a reasonable time period, or (b) tender to the city, the amount necessary for the City to remedy the default, including legal fees incurred by the City, or (c) in the event that Surety's evaluation of the dispute is not complete or in the event the Surety disputes the City's claim of default, the Surety shall notify the City of its finding and its intent, if any, to interplead. The Surety shall then fulfill its obligations under this bond, according to the option it has elected. Should Surety elect option (a) to cure the default, the penal sum of the Bond shall be reduced in an amount equal to the costs actually incurred by the Surety in curing the default. If the Surety elects option (b), then upon completion of the necessary work, the City shall notify the Surety of its actual costs. The City shall return, without interest, any overpayment made by the Surety and the Surety shall pay to the City any actual costs which exceed

the City estimate, limited to the bond amount. Should the Surety elect option (c), the Parties shall first complete participation in mediation, described in the below paragraph, prior to any interplead action.

In the event a dispute should arise between the Parties to this Bond with respect to the City's declaration of default by the Principal, the Parties agree to participate in at least four hours of mediation to resolve said dispute. The Parties shall proportionately share in the cost of the mediation. The mediation shall be administered by Judicial Dispute Resolution, LLC, 1425 Fourth Avenue, Suite 300, Seattle, Washington 98101. The Surety shall not interplead prior to completion of the mediation.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CORPORATE SEAL OF PRINCIPAL:

PRINCIPAL

By: \_\_\_\_\_  
(Name of Person Executing Bond)

Its: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone)

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

On this day personally appeared before me \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_ that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

GIVEN my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary's signature \_\_\_\_\_  
Notary's printed name \_\_\_\_\_  
Notary Public in and for the State of Washington.  
My commission expires \_\_\_\_\_

CORPORATE SEAL OF SURETY:

SURETY

By:

\_\_\_\_\_  
Attorney-in-Fact  
(Attach Power of Attorney)

\_\_\_\_\_  
(Name of Person Executing Bond)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone)

APPROVED AS TO FORM:

\_\_\_\_\_  
J. Ryan Call, City Attorney

## **EXHIBIT H TITLE VI ASSURANCES**

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

### **1. Compliance with Regulations**

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

### **2. Non-discrimination**

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

### **3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

### **4. Information and Reports**

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

### **5. Sanctions for Non-compliance**

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to: Withholding of payments to the contractor under the contract until the contractor complies, and/or; Cancellation, termination, or suspension of the contract, in whole or in part



## **6. Incorporation of Provisions**

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request WSDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

## **APPENDIX A**

### **STANDARD PLANS AND DETAILS**

#### **a. New Roofing, Gutters and Downspouts**

- i. Contractor to remove existing roofing material, existing gutters and downspouts on three roofs referenced above and repair rotted or weak roof decking as needed.
- ii. Supply and Install high temperature Grace Vicor ice and water shield roofing underlayment.
- iii. Supply and Install 26 gauge R panel style metal (city to select color).
- iv. Supply and Install all trim and flashings as needed to ensure watertight roofing.
- v. Supply and Install metal edging.
- vi. Install roof penetration flashings.
- vii. Supply and Install new 5" gutters and downspouts.
- viii. Clean and haul off debris.
- ix. All materials used for the manufacture or construction of any items to be provided under this Agreement shall be new.
- x. Installation shall include all material, permitting and installation necessary to properly remove and install roofing, gutters and downspouts.

#### **b. Equipment Procurement and Delivery**

- i. Contractor will procure agreed upon material as well as all necessary installation materials and supplies.
- ii. Contractor must coordinate the delivery and installation with Derreck Presnell, Parks & Facilities Manager.
- iii. City of Federal Way shall not accept the delivery on behalf of the contractor. Contractor must be present to accept delivery. Storage on-site shall not be permitted prior to installation.

#### **c. Roof Removal**

- i. Contractor shall neatly remove the existing roofing, underlayment, gutters and downspouts.
- ii. Removal of existing roofing shall be completed in compliance with applicable federal and state laws. Contractor shall haul away all material to a certified landfill and provide evidence or documentation of proper disposal.

#### **d. Installation**

- i. All installation work is to be carried out according to this Scope of Work and the technical specifications provided by contractor.

**e. Final Inspection and Acceptance**

- i. Finished installation shall be permitted and inspected by any applicable state, city, township and county inspections as necessary. All are to be arranged and coordinated by Contractor.
- ii. Final approval shall be provided by Derreck Presnell upon completion of all punch list items and the City's receipt of permit.

**f. Scheduling**

- i. All work must be completed during normal business hours, Monday-Friday (7a-4p).
- ii. On scheduled days of removal/installation, a representative from City of Federal Way shall meet the contractor on site and will remain available via phone throughout the day.
- iii. Contractor's on-site installation activities must be scheduled at least five (5) business days in advance and coordinated through:  
Derreck Presnell  
Parks & Facilities Manager  
(253) 329-8419  
[derreck.presnell@cityoffederalway.com](mailto:derreck.presnell@cityoffederalway.com)

## APPENDIX B

PREVAILING WAGE RATES AT OF 9/1/2021  
USE LATEST PUBLISHED FIGURES

County	Trade	Job Classification	Wage	Holiday	Overtime	Note	*Risk Class
King	Roofers	Journey Level	\$57.30	<u>5A</u>	<u>3H</u>		<a href="#">View</a>
King	Roofers	Using Irritable Bituminous Materials	\$60.30	<u>5A</u>	<u>3H</u>		<a href="#">View</a>

Step	Occupation	Begin Hours	End Hours	Apprentice Wage	Holiday	Overtime	Note
Step 1	Roofer	1	1000	\$36.53	<u>5A</u>	<u>3H</u>	
Step 2	Roofer	1001	2000	\$38.58	<u>5A</u>	<u>3H</u>	
Step 3	Roofer	2001	3000	\$42.69	<u>5A</u>	<u>3H</u>	
Step 4	Roofer	3001	4000	\$49.09	<u>5A</u>	<u>3H</u>	
Step 5	Roofer	4001	5000	\$53.20	<u>5A</u>	<u>3H</u>	

## **APPENDIX C**

(ATTACH WARRANTIES)

G:\LAWFORMS\City-wide\Public Works Contract  
Update 1/15

# CITY OF FEDERAL WAY

## CITY COUNCIL

### AGENDA BILL

**SUBJECT: HVAC SERVICE CONTRACT AMENDMENT**

**POLICY QUESTION:** Should the City Council approve amending the contract with MacDonald-Miller Facilities Solutions, to extend the term, add services, and adjust compensation?

**COMMITTEE:** PRHSPS**MEETING DATE:** September 14, 2021**CATEGORY:**

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> <b>Consent</b>    | <input type="checkbox"/> <b>Ordinance</b>  | <input type="checkbox"/> <b>Public Hearing</b> |
| <input type="checkbox"/> <b>City Council Business</b> | <input type="checkbox"/> <b>Resolution</b> | <input type="checkbox"/> <b>Other</b>          |

**STAFF REPORT BY:** Jason Gerwen, Deputy Parks Director**DEPT:** Parks

**Attachments:** 1. Staff Report  
2. First Amendment to the Maintenance Agreement for HVAC Services

**Options Considered:**

1. Approve the proposed agreement.
2. Do not approve the proposed agreement and provide direction to staff.

**MAYOR'S RECOMMENDATION:** Option 1.**MAYOR APPROVAL:**

*JG 9/2/21*  
Committee  
Initial/Date

*JG 9/2/21*  
Council  
Initial/Date

**DIRECTOR APPROVAL:**

*JG 9/2/21*  
Initial/Date

**COMMITTEE RECOMMENDATION:** "I move to forward the proposed Amendment to the September 21, 2021, consent agenda for approval."

*Kochmer*  
*Vic Zoom*

Committee Chair

*Bernso*  
*Vic Zoom*

Committee Member

*ASSETA-Dawson*  
*Vic Zoom*

Committee Member

**PROPOSED COUNCIL MOTION:** "I move approval of the proposed Amendment and authorize the Mayor to execute said amendment."

(BELOW TO BE COMPLETED BY CITY CLERK'S OFFICE)

**COUNCIL ACTION:**

- ☐ **APPROVED**  
☐ **DENIED**  
☐ **TABLED/DEFERRED/NO ACTION**  
☐ **MOVED TO SECOND READING** (ordinances only)

REVISED - 11/2019

**COUNCIL BILL #**

First reading

Enactment reading

**ORDINANCE #****RESOLUTION #**

CITY OF FEDERAL WAY  
MEMORANDUM

**DATE:** 8/30/2021  
**TO:** City Council Members  
**VIA:** Jim Ferrell, Mayor  
**FROM:** Jason H. Gerwen, Deputy Parks Director  
**SUBJECT:** HVAC Service Contract

---

**Financial Impacts:**

The cost to the City for HVAC Service Contract was included within the approved budget under the Parks Department, budget lines; City Hall: 505-1100-331-518-30-480 and FWCC: 111-7200-351-575-51-480. In accordance with the approved budget, this item is funded by the General Fund.

There is an increase not accounted for in the budget as we have updated the filter requirements to MERV 13 filters for both facilities based on CDC ventilation recommendations. There is also a modest increase tied to the CPI index. Additionally, there are exclusions in the contract and we have allotted \$10K per year, per site in case one of these exclusions comes up during the contract period.

Current Contract:	\$206,800.00
3 Year Amendment:	<u>\$289,673.10</u>
<b>Total Contract Value:</b>	<b>\$496,473.10</b>

**Background Information:**

Staff solicited bids for Comprehensive HVAC Maintenance Services in 2019 and MacDonald Miller (Mac/Miller) was the successful bidder and awarded the service contracts for City Hall and the Federal Way Community Center (FWCC).

Mac/Miller has been successfully managing the scope of services and staff is extremely happy with their performance. Their customer service has been superb. We would like to extend their contract for an additional 3 years to continue the services and maintain continuity.

**AMENDMENT NO. 1  
TO  
MAINTENANCE AGREEMENT  
FOR  
HVAC SERVICE**

This Amendment ("Amendment No. 1") is made between the City of Federal Way, a Washington municipal corporation ("City"), and MacDonald-Miller Facility Solutions, Inc., a Washington corporation ("Contractor"). The City and Contractor (together "Parties"), for valuable consideration and by mutual consent of the Parties, agree to amend the original Agreement for HVAC Service ("Agreement") dated effective April 12, 2019, as follows:

1. **AMENDED TERM.** The term of the Agreement, as referenced by Section 1 of the Agreement and any prior amendments thereto, shall be amended and shall continue until the completion of the Services, but in any event no later than December 31, 2024 ("Amended Term").
2. **AMENDED SERVICES.** The Services, as described in Exhibit A and as referenced by Section 2 of the Agreement, shall be amended to include, in addition to the Services and terms required under the original Agreement and any prior amendments thereto, those additional services described in Exhibit A-1 attached hereto and incorporated by this reference ("Additional Services").
3. **AMENDED COMPENSATION.** The amount of compensation, as referenced by Section 4 of the Agreement, shall be amended to change the total compensation the City shall pay the Contractor and the rate or method of payment, as delineated in Exhibit B-1, attached hereto and incorporated by this reference. The Contractor agrees that any hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for the Amended Term. Except as otherwise provided in an attached Exhibit, the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.
4. **GENERAL PROVISIONS.** All other terms and provisions of the Agreement, together with any prior amendments thereto, not modified by this Amendment, shall remain in full force and effect. Any and all acts done by either Party consistent with the authority of the Agreement, together with any prior amendments thereto, after the previous expiration date and prior to the effective date of this Amendment, are hereby ratified as having been performed under the Agreement, as modified by any prior amendments, as it existed prior to this Amendment. The provisions of Section 13 of the Agreement shall apply to and govern this Amendment. The Parties whose names appear below swear under penalty of perjury that they are authorized to enter into this Amendment, which is binding on the parties of this contract.

[Signature page follows]





ATTEST:

Stephanie Courtney, CMC, City Clerk

APPROVED AS TO FORM:

J. Ryan Call, City Attorney

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

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

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

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

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF )

On this day personally appeared before me \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_ that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this                      day of                      , 20                      .

Notary's signature \_\_\_\_\_

Notary's printed name \_\_\_\_\_

Notary Public in and for the State of Washington.

My commission expires \_\_\_\_\_

## **EXHIBIT A-1**

### **ADDITIONAL SERVICES**

The Contractor shall do or provide the following in addition to Services in previous Exhibits:

#### **City Hall Building**

Filters (MERV 13) replaced 1 time per year on all related VAV equipment and belts replaced as needed.

Filters (MERV 13) replaced 2 times a year on all air handlers and belts replaced as needed.

#### **Federal Way Community Center**

Filters (MERV 13) replaced 2 times per year on all related equipment and belts replaced as needed.

**EXHIBIT B-1****ADDITIONAL COMPENSATION**

1. Total Compensation: In return for the Additional Services, the City shall pay the Contractor an additional amount not to exceed Two Hundred Sixty-Three Thousand One Hundred and NO/100 Dollars (\$263,100.00) and Washington State sales tax equal to Twenty-Six Thousand Five Hundred Seventy-Three and 10/100 Dollars (\$26,573.10.00) for a total of Two Hundred Eighty-Nine Thousand Six Hundred Seventy-Three and 10/100 Dollars (\$289,673.10.00). The total amount payable to Contractor pursuant to the original Agreement, all previous Amendments, and this Amendment shall be an amount not to exceed Four Hundred Ninety-Six Thousand Four Hundred Seventy-Three and 10/100 Dollars (\$496,473.10).

2. Method of Compensation:

Hourly Rate

In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount calculated on the basis of the hourly labor charge rate schedule for Contractor's personnel as shown below:

Method of Compensation: Payment by the City for the services will only be made after the services have been performed, an itemized billing statement is submitted in the form specified by the City and approved by the appropriate City representative, which shall specifically set forth the services performed, the name of the person performing such services, and the hourly labor charge rate for such person. Payment shall be made on a monthly basis, thirty (30) days after receipt of such billing statement.

**Hourly rates not to exceed:**

- Extra repair hourly rate up to 8 hrs: \$170 per hour
- Extra repair hourly over 8 hrs: \$255.00 per hour
- Overtime Saturday rate: \$255.00 per hour
- Overtime Sunday rate: \$340.00 per hour
- Materials parts at wholesale plus 50%

City Hall Comprehensive service rate at \$35,800 + 3,615.00 tax = \$39,415.80 yr.

FWCC Comprehensive service rate at \$31,900 + 3,221.90 tax = \$35,121.90 yr.

Unforeseen repairs or excluded parts and labor are extra, and charged at above hourly rates.

# CITY OF FEDERAL WAY

## CITY COUNCIL

### AGENDA BILL

**SUBJECT:** JANITORIAL SERVICE CONTRACT AMENDMENT

**POLICY QUESTION:** Should the City amend the Janitorial Service contract with SMS Cleaning, Inc. to extend the term, add services, and adjust compensation?

**COMMITTEE:** PRHSPS Committee

**MEETING DATE:** 9/14/2021

**CATEGORY:**

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> <b>Consent</b>    | <input type="checkbox"/> <b>Ordinance</b>  | <input type="checkbox"/> <b>Public Hearing</b> |
| <input type="checkbox"/> <b>City Council Business</b> | <input type="checkbox"/> <b>Resolution</b> | <input type="checkbox"/> <b>Other</b>          |

**STAFF REPORT BY:** Jason H. Gerwen, Deputy Parks Director

**DEPT:** Parks Department

**Attachments:** 1. Staff Report  
2. First Amendment to the Janitorial Agreement for Janitorial Services

**Options Considered:**

1. Approve the proposed agreement.
2. Do not approve the proposed agreement and provide direction to staff.

**MAYOR'S RECOMMENDATION:** Option 1.

**MAYOR APPROVAL:**

*JH 8/14/21*  
Committee  
Initial/Date

*JH 8/14/21*  
Council  
Initial/Date

**DIRECTOR APPROVAL:**

*JH 8/12/2021*  
Initial/Date

**COMMITTEE RECOMMENDATION:** "I move to forward the proposed amended Agreement to the September 21, 2021, Council consent agenda for approval."

*Kochmer*  
*Via Zoom*

Committee Chair

*Barnes*  
*Via Zoom*

Committee Member

*Assef-Dawson*  
*Via Zoom*

Committee Member

**PROPOSED COUNCIL MOTION:** "I move approval of the amended Agreement as proposed."

(BELOW TO BE COMPLETED BY CITY CLERK'S OFFICE)

**COUNCIL ACTION:**

- ☐ **APPROVED**  
☐ **DENIED**  
☐ **TABLED/DEFERRED/NO ACTION**  
☐ **MOVED TO SECOND READING (ordinances only)**

REVISED – 11/2019

**COUNCIL BILL #**

**First reading**

**Enactment reading**

**ORDINANCE #**


**RESOLUTION #**

CITY OF FEDERAL WAY  
MEMORANDUM

**DATE:** August 11, 2021

**TO:** City Council Members

**VIA:** Jim Ferrell, Mayor

**FROM:** Jason, H. Gerwen, Deputy Parks Director 

**SUBJECT:** Janitorial Service Contract

---

**Financial Impacts:**

The cost to the City for Janitorial Services was included within the approved budget under the Parks Department, under the following line items.

- City Hall: 505-1100-331-518-30-480
- Police Storage: 505-1100-331-518-30-480
- Park/PW Maintenance Facility: 505-1100-331-576-80-480
- Sacajawea Park: 001-7100-331-576-80-480
- Saghalie Park: 001-7100-331-576-80-480
- Lakota Park: 001-7100-331-576-80-480
- Town Square Park: 001-7100-331-576-80-480

In accordance with the approved budget, this item is funded by the General Fund.

Original Contract:	\$298,020.00
Increased Prevailing Wage Rate (Delta):	\$128,281.86
Three-year Extension (w/additional scope):	\$518,283.72
Additional Services:	<u>\$ 20,000.00</u>
Total Contract:	\$964,585.58

**Background Information:**

On December 6, 2019 the City accepted proposals for janitorial services for the City Hall, Steel Lake Maintenance Facility, the Police storage facility, and park restroom facilities at Sacajawea, Saghalie, Lakota, and Town Square Parks. Solicitation for bids was advertised in the Federal Way Mirror for a two-week period. SMS Cleaning, Inc. submitted the lowest combined bid and we have been working with them successfully since the original contract was executed.

Throughout 2020 & 2021, as the Covid-19 pandemic struck and became part of our daily lives, sanitation standards were discussed heavily amongst the front-line staff, the industry, and our Management Team. These discussions and concerns led the City's Management Team to determine the scope of the contracted janitorial services contract needed to expand to include disinfecting five times per week with the electrostatic sprayers purchased with CARES Act money. This is a significant increase to the scope of work with SMS Cleaning, Inc., almost doubling the labor hours needed to service and sanitize our facilities.

While amending the contract for the scope to provide the increased sanitation, changes due to prevailing wage increases are also included in this amendment. We are also request to extend the term an additional three years for efficiency as this amendment is occurring in year two of the original three-year contract term.

**AMENDMENT NO. 1  
TO  
JANITORIAL AGREEMENT  
FOR  
JANITORIAL SERVICES**

This Amendment ("Amendment No. 1") is made between the City of Federal Way, a Washington municipal corporation ("City"), and SMS Cleaning, Inc., a Washington corporation ("Contractor"). The City and Contractor (together "Parties"), for valuable consideration and by mutual consent of the Parties, agree to amend the original Agreement for Janitorial Services ("Agreement") dated effective February 3, 2020, as follows:

1. **AMENDED TERM.** The term of the Agreement, as referenced by Section 1 of the Agreement and any prior amendments thereto, shall be amended and shall continue until the completion of the Services, but in any event no later than December 31, 2025 ("Amended Term").
2. **AMENDED SERVICES.** The Services, as described in Exhibit A and as referenced by Section 2 of the Agreement, shall be amended to include, in addition to the Services and terms required under the original Agreement and any prior amendments thereto, those additional services described in Exhibit A-1 attached hereto and incorporated by this reference ("Additional Services").
3. **AMENDED COMPENSATION.** The amount of compensation, as referenced by Section 4 of the Agreement, shall be amended to change the total compensation the City shall pay the Contractor and the rate or method of payment, as delineated in Exhibit B-1, attached hereto and incorporated by this reference. The Contractor agrees that any hourly or flat rate charged by it for its services contracted for herein shall remain locked at the negotiated rate(s) for the Amended Term. Except as otherwise provided in an attached Exhibit, the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.
4. **GENERAL PROVISIONS.** All other terms and provisions of the Agreement, together with any prior amendments thereto, not modified by this Amendment, shall remain in full force and effect. Any and all acts done by either Party consistent with the authority of the Agreement, together with any prior amendments thereto, after the previous expiration date and prior to the effective date of this Amendment, are hereby ratified as having been performed under the Agreement, as modified by any prior amendments, as it existed prior to this Amendment. The provisions of Section 13 of the Agreement shall apply to and govern this Amendment. The Parties whose names appear below swear under penalty of perjury that they are authorized to enter into this Amendment, which is binding on the parties of this contract.

[Signature page follows]





ATTEST:

Stephanie Courtney, CMC, City Clerk

APPROVED AS TO FORM:

J. Ryan Call, City Attorney

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

3/2017



## **EXHIBIT A-1**

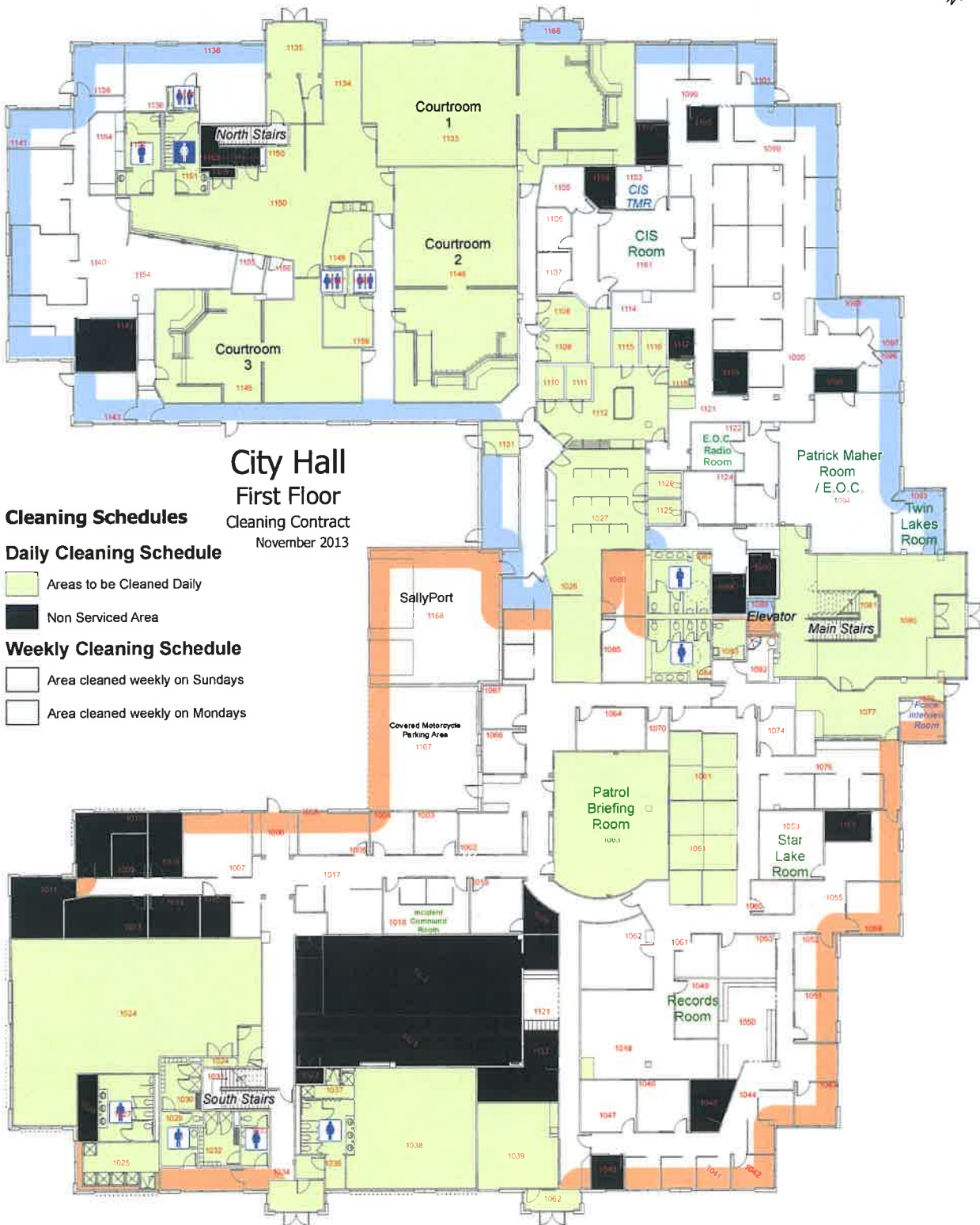
### **ADDITIONAL SERVICES**

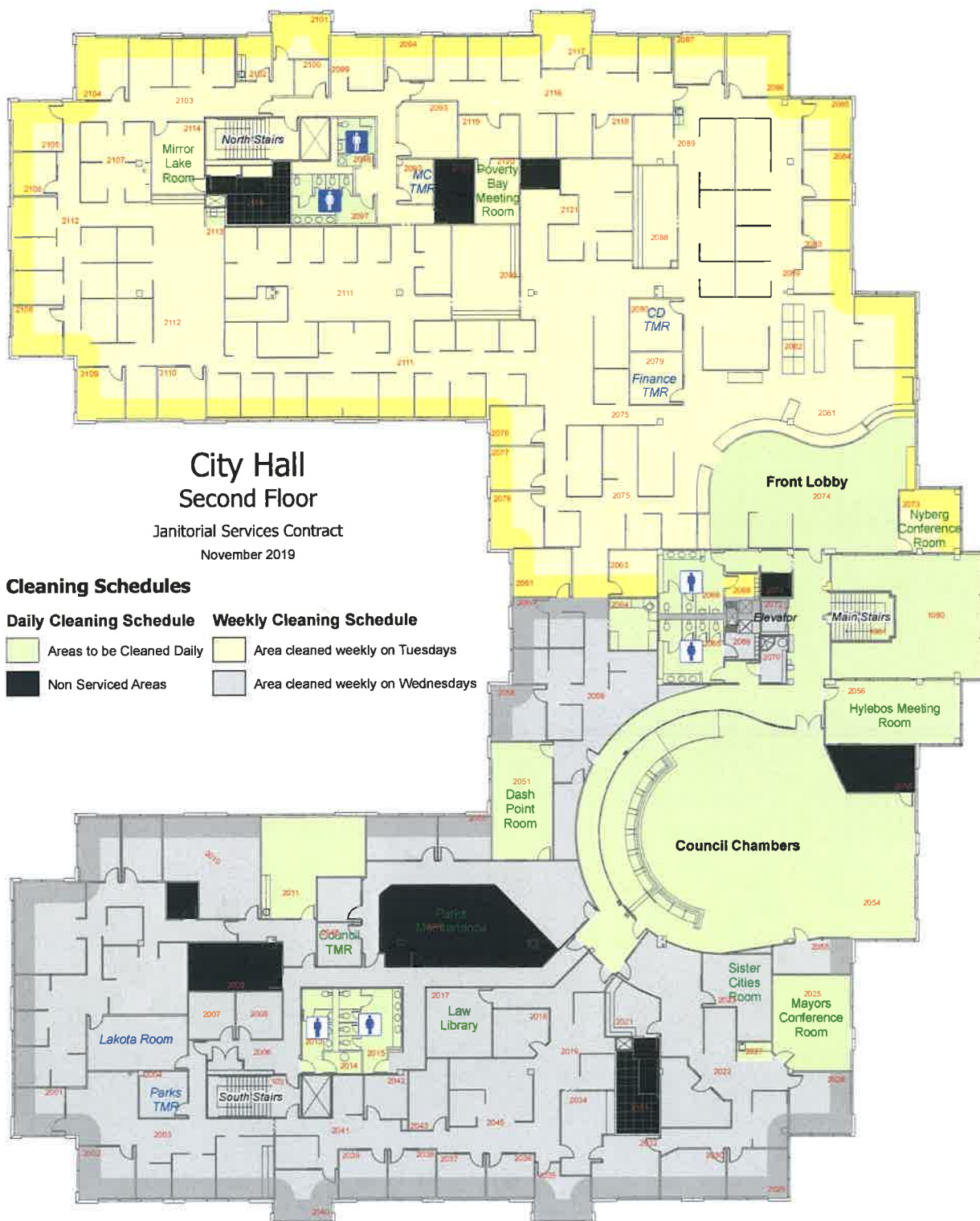
The Contractor shall do or provide the following in addition to Services in previous Exhibits:

#### **DAILY SERVICE:**

##### **ELECTROSTATIC SPRAYING**

- City Hall – Treat all areas not labeled in black daily (5 days week/ service – Sunday - Thursday) on maps with City Provided electrostatic sprayers.





**EXHIBIT B-1****ADDITIONAL COMPENSATION**

1. Total Compensation: In return for the Additional Services, the City shall pay the Contractor an additional amount not to exceed Six Hundred Sixty-Six Thousand Five Hundred Sixty-Five and 58/100 Dollars (\$666,565.58). The total amount payable to Contractor pursuant to the original Agreement, all previous Amendments, and this Amendment shall be an amount not to exceed Nine Hundred Sixty-Four Thousand Five Hundred Eighty-Five and 58/100 Dollars (\$964,585.58).

2. Method of Compensation:

Payout Schedule:

City Hall..... \$9,842.67 per month = \$118,112.04 per year  
(City Acct#: 505-1100-331-518-30-480)

Police storage office.....\$123.28 per month = \$1,479.36 per year  
(City Acct#: 505-1100-331-518-30-480)

Park/ PW Maint. Facility & Green House.....\$457.18 per month = \$5,486.16 per year  
(City Acct#: 505-1100-331-576-80-480)

Sacajawea Park .....\$410.95 per month = \$4,931.40 per year  
(City Acct#: 001-7100-331-576-80-480)

Saghalie Park .....\$410.95 per month = \$4,931.40 per year  
(City Acct#: 001-7100-331-576-80-480)

Lakota Park..... \$1,232.84 per month = \$14,794.08 per year  
(City Acct#: 001-7100-331-576-80-480)

Town Square Park .....\$1,232.84 per month = \$14,794.08 per year  
(City Acct#: 001-7100-331-576-80-480)

Additional services shall be paid out at \$40.00 per hour with \$20,000 additional in the contract amendment for any City requested extra services.

# CITY OF FEDERAL WAY

## CITY COUNCIL

### AGENDA BILL

**SUBJECT: PLANNING COMMISSION APPOINTMENTS****POLICY QUESTION:** Should the City Council appoint members to the Planning Commission?**COMMITTEE:** N/A**MEETING DATE:** N/A**CATEGORY:**☐**Consent**☐**Ordinance**☐**Public Hearing**☒**City Council Business**☐**Resolution**☐**Other****STAFF REPORT BY:** Stephanie Courtney, City Clerk**DEPT:** Mayor's Office**Background:**

The Planning Commission is comprised of seven (7) members and two (2) alternates who are appointed by the City Council and serve four-year terms (per FWRC 2.90.020). Currently there are two (2) vacant voting positions due to term expirations. Three (3) applications were received in response to the City Clerk's recruitment process.

At their September 7, 2021 Special Meeting the City Council interviewed two (2) applicants who are current alternate commissioners seeking appointment to voting positions (Anna Patrick and Jae So). At their September 21, 2021 Special Meeting the City Council interviewed (1) applicant who is a current member seeking re-appointment (Lawson Bronson).

**Options Considered:**

1. Make appointments to the Planning Commission as follows:

Name	Type Position	Term
	Voting	09/30/2025
	Voting	09/30/2025

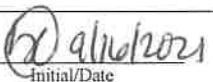
2. Direct the City Clerk to advertise for additional applicants for the Planning Commission.

**MAYOR'S RECOMMENDATION:** N/A**MAYOR APPROVAL:**

N/A

Committee  
Initial/Date

N/A

Council  
Initial/Date**CITY CLERK APPROVAL:**

  
Initial/Date
**COMMITTEE RECOMMENDATION:** N/A**PROPOSED COUNCIL MOTION:** "I move the following appointments to the Planning Commission..."

(BELOW TO BE COMPLETED BY CITY CLERKS OFFICE)

**COUNCIL ACTION:**☐**APPROVED**☐**DENIED**☐**TABLED/DEFERRED/NO ACTION**☐**MOVED TO SECOND READING** (ordinances only)

REVISED – 4/2019

**COUNCIL BILL #**1<sup>ST</sup> reading

Enactment reading

**ORDINANCE #****RESOLUTION #**

# CITY OF FEDERAL WAY

## CITY COUNCIL

### AGENDA BILL

**SUBJECT: HUMAN SERVICES COMMISSION APPOINTMENT****POLICY QUESTION:** Should the City Council appoint a member to the Human Services Commission?**COMMITTEE:** N/A**MEETING DATE:** N/A**CATEGORY:**☐**Consent**☐**Ordinance**☐**Public Hearing**☒**City Council Business**☐**Resolution**☐**Other****STAFF REPORT BY:** Stephanie Courtney, City Clerk**DEPT:** Mayor's Office**Background:**

The Human Services Commission is comprised of nine (9) voting members and up to three (3) alternates who are appointed by the City Council to serve three-year terms (per FWRC 2.55.020). There are currently four (4) vacant voting positions due to term expirations and one (1) vacant alternate position. One (1) application was received in response to the City Clerk's recruitment process.

At their September 21, 2021 Special Meeting the Council interviewed an applicant seeking appointment to the Human Services Commission (Aaron Walsh).

**Options Considered:**

1. Make appointments to Human Services Commission as follows:

Name	Type Position	Term
	Alternate	01/31/2024

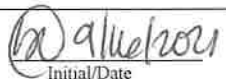
2. Direct the City Clerk to advertise for additional applicants for the Human Services Commission.

**MAYOR'S RECOMMENDATION:** N/A**MAYOR APPROVAL:**

N/A

Committee  
Initial/Date

N/A

Council  
Initial/Date**CITY CLERK APPROVAL:**

  
Initial/Date
**PROPOSED COUNCIL MOTION:** "I move the following appointments to the Human Services Commission..."*(BELOW TO BE COMPLETED BY CITY CLERKS OFFICE)***COUNCIL ACTION:**☐**APPROVED**☐**DENIED**☐**TABLED/DEFERRED/NO ACTION**☐**MOVED TO SECOND READING (ordinances only)**

REVISED – 4/2019

**COUNCIL BILL #**1<sup>ST</sup> reading

Enactment reading

**ORDINANCE #****RESOLUTION #**



# CITY OF FEDERAL WAY

## CITY COUNCIL

### AGENDA BILL

**SUBJECT: YOUTH COMMISSION APPOINTMENTS****POLICY QUESTION:** Should the City Council appoint commissioners to the Youth Commission?**COMMITTEE:** N/A**MEETING DATE:** N/A**CATEGORY:**☐ **Consent**☐ **Ordinance**☐ **Public Hearing**☒ **City Council Business**☐ **Resolution**☐ **Other****STAFF REPORT BY:** Stephanie Courtney, City Clerk**DEPT:** Mayor's Office

**Background:** The Youth Commission is comprised of twelve voting and three alternate members who are high school students (sophomores and juniors) who reside in the Federal Way city limits and are appointed by the City Council to serve two-year terms (per FWRC 2.60.040).

After months of ongoing recruitment there are a total of two appointed commissioners with ten (10) vacant voting positions and three (3) vacant alternate positions. City staff has received interest from students who are seniors in the Federal Way School District. The City Clerk's Office has also received one (1) application from a Federal Way High School junior who lives in unincorporated King County. Per FWRC 2.60.040 these students would not be eligible.

Staff believes this commission and connection to youth in the community is imperative and is therefore requesting a one-time waiver of the residency and class eligibility requirements in an attempt to rebuild this commission. At their September 21, 2021 Special Meeting the City Council interviewed all applicants.

**Options Considered:**

1. Make appointments to the Youth Commission as follows:

Name	Position	Term	Name	Position	Term
	Voting-Junior	8/31/23		Voting-Senior	8/31/22
	Voting-Senior	8/31/22		Voting-Senior	8/31/22
	Voting-Senior	8/31/22		Voting-Senior	8/31/22

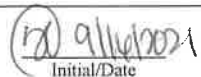
2. Direct the City Clerk to advertise for additional applicants for the Youth Commission

**MAYOR'S RECOMMENDATION:** N/A**MAYOR APPROVAL:**

N/A

Committee  
Initial/Date

N/A

Council  
Initial/Date**CITY CLERK APPROVAL:**
  
Initial/Date

**PROPOSED COUNCIL MOTION:** *"I move to waive the city residency requirement and the sophomore or junior class eligibility requirement for appointment to the Youth Commission and move to make the following appointments to the Youth Commission..."*

(BELOW TO BE COMPLETED BY CITY CLERKS OFFICE)

**COUNCIL ACTION:**☐ **APPROVED**☐ **DENIED**☐ **TABLED/DEFERRED/NO ACTION**☐ **MOVED TO SECOND READING** (ordinances only)

REVISED – 4/2019

**COUNCIL BILL #**1<sup>ST</sup> reading

Enactment reading

**ORDINANCE #****RESOLUTION #**

# CITY OF FEDERAL WAY

## CITY COUNCIL

### AGENDA BILL

**SUBJECT: ORDINANCE: CODE AMENDMENTS ESTABLISHING LOCAL STANDARDS FOR PERMANENT SUPPORTIVE HOUSING AND EMERGENCY SHELTER**

**POLICY QUESTION:** Should the City amend FWRC Title 19 to be consistent with the requirements of ESSHB 1220 relating to permanent supportive housing and transitional housing and emergency housing and shelter?

**COMMITTEE:** Land Use and Transportation

**MEETING DATE:** 09/13/2021

**CATEGORY:**

☐ Consent

☒ Ordinance

☐ Public Hearing

☐ City Council Business

☐ Resolution

☐ Other

**STAFF REPORT BY:** Keith Niven, Planning Manager

**DEPT:** Community Development

**Attachments:** 1. Staff Report  
2. Ordinance

**Options Considered:**

1. Adopt the proposed ordinance
2. Do not adopt the proposed ordinance and provide direction to staff

**MAYOR'S RECOMMENDATION: Option 1**

**MAYOR APPROVAL:**

*JF 9/3/21*  
Committee  
Initial/Date

*JF 9/3/21*  
Council  
Initial/Date

**DIRECTOR APPROVAL:**

*Bhi 9/2/21*  
Initial/Date

**COMMITTEE RECOMMENDATION:** *I move to forward the proposed ordinance to First Reading on September 21, 2021*

*Via Zoom*  
Committee Chair, Greg Baruso

*Via Zoom*  
Committee Member, Martin Moore

*Via Zoom*  
Committee Member, Hoang Tran

**PROPOSED COUNCIL MOTION(S):**

**FIRST READING OF ORDINANCE** *"I move to forward approval of the ordinance to the October 5, 2021 Council Meeting for enactment."*

**SECOND READING OF ORDINANCE OCTOBER 5, 2021** *"I move approval of the proposed ordinance."*

(BELOW TO BE COMPLETED BY CITY CLERK'S OFFICE)

**COUNCIL ACTION:**

☐ APPROVED

☐ DENIED

☐ TABLED/DEFERRED/NO ACTION

☐ MOVED TO SECOND READING (*ordinances only*)

REVISED – 11/2019

**COUNCIL BILL #**

First reading

Enactment reading

**ORDINANCE #**



**RESOLUTION #**

*CB# 811*



## CITY OF FEDERAL WAY M E M O R A N D U M

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**DATE:** September 13, 2021  
**TO:** Land Use and Transportation Committee  
**VIA:** Jim Ferrell, Mayor  
**FROM:** Brian Davis, Director Community Development   
Keith Niven, Planning Manager   
**SUBJECT:** Code Amendments establishing local standards for permanent supportive housing and emergency shelter

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**I. FINANCIAL IMPACTS:**

There is no fiscal impact to the city for adopting the proposed code amendments. Should the city elect to not approve code amendments to make the FWRC consistent with the provisions of ESSHB 1220, the city could be at risk of legal challenges for having local code inconsistent with state law.

**II. BACKGROUND:**

ESSHB1220

In May 2021, the state legislature approved Engrossed Second Substitute House Bill (ESSHB) 1220 (Exhibit 1). Pursuant to the newly-passed legislation, starting July 25, “a city shall not prohibit transitional housing or permanent supportive housing in any zones in which residential dwelling units or hotels are allowed.” Furthermore, by September 30, cities must either: **1)** allow indoor emergency shelters and indoor emergency housing in zones in which hotels are allowed; or **2)** permit indoor emergency shelters and indoor emergency housing in a majority of zones within one-mile of transit.

As identified in this Bill, cities retain the authority to impose reasonable regulations on occupancy, spacing, and intensity of use requirements on the housing types listed above, to protect public health and safety. However, such ordinances cannot prevent the siting of a sufficient number of these housing and shelter types necessary to accommodate each city's projected need for such housing under RCW 36.70A.070(2)(a)(ii).

FWRC

Currently, the *Federal Way Revised Code* (FWRC) provides a definition for Social service transition housing (see below).

“*Social service transitional housing*” means facilities providing temporary and transitional housing to individuals on an as-needed basis, operated by a nonprofit social service agency, licensed as required by the state, including, but not limited to, emergency shelters, homeless shelters, domestic violence shelters, and other such crisis intervention facilities; but excluding offices and group homes as defined in this chapter. Any limitation on the number of residents in social service transitional housing shall not be applied if it prohibits the city from making reasonable accommodations to disabled persons in order to afford such persons equal opportunity to use and enjoy a dwelling as

required by the Federal Fair Housing Amendments Act of 1988, 42 USC 3604(f)(3)(b). This definition shall not be applied to the extent that it would cause a residential structure occupied by persons with handicaps, as defined in the Federal Fair Housing Amendments Act of 1988, to be treated differently than a similar residential structure occupied by other related or unrelated individuals. See FWRC 19.105.060 and FWRC Title 19, Division VI, Zoning Regulations.

As a defined land use, Social service transitional housing is currently allowed in the following zones:

- Multifamily Residential
- Neighborhood Business
- Community Business
- City Center Frame

This definition does not align with the newly-defined terms in ESSHB 1220; and, the zones where Social service transitional housing is allowed does not meet the requirements of the Bill.

#### Determining Projected Need

As stated in ESSHB 1220, each jurisdiction is to provide for "...a sufficient number of these housing and shelter types necessary to accommodate each city's projected need." To determine the City's projected need, the City would generally look for guidance from the State and King County. However, the Department of Commerce has stated they believe they will not be able to provide relevant data to King County until December 2022. Then, King County staff will need to allocate the number received from the State to the cities and unincorporated parts of the county. In other words, Federal Way will likely not receive any relevant data to help inform this number until mid-2023, despite being legally required to accommodate the quantity of need for such uses now.

In the absence of State- or County-provided data to determine the city's Projected Need, staff sought out data available on homelessness in order to develop a methodology for calculating the city's Projected Need. It was concluded (similar to the cities of SeaTac, Des Moines, Renton, and Covington) that the best information available comes from the *2020 Seattle/King County Point in Time Count of Individuals Experiencing Homelessness*. Unfortunately, the information is not provided at a city level. Rather it has been provided regionally (see below).

Table 1 Individuals Experiencing Homelessness (Sheltered) by Region, 2017-2020

	Sheltered							
	2017		2018		2019		2020	
	%	N	%	N	%	N	%	N
East County	11%	660	11%	636	10%	569	9%	586
North County	1%	71	4%	215	3%	192	3%	204
Northeast County	1%	68	1%	43	1%	35	1%	61
Seattle	71%	4,392	69%	4,000	71%	4,239	72%	4,428
Southeast County	1%	30	1%	34	1%	56	1%	72
Southwest County	15%	937	15%	864	15%	880	13%	822
TOTAL	100%	6,158	100%	5,792	100%	5,971	100%	6,173

Table 2 Individuals Experiencing Homelessness (Unsheltered) by Region, 2017-2020

	Street (Unsheltered)							
	2017		2018		2019		2020	
	%	N	%	N	%	N	%	N
East County	5%	319	6%	393	6%	337	8%	446
North County	1%	53	4%	251	2%	85	1%	56
Northeast County	2%	119	2%	137	2%	99	3%	167
Seattle	70%	3,857	71%	4,488	68%	3,558	67%	3,738
Southeast County	1%	70	1%	77	1%	65	1%	56
Southwest County	20%	1,102	15%	974	21%	1,084	20%	1,115
TOTAL	100%	5,485	100%	6,320	100%	5,228	100%	5,578

SW King County would include Renton, Tukwila, Burien, SeaTac, Des Moines, Vashon, Federal Way, a portion of Milton, a portion of Auburn, and Kent. Looking at total population numbers for these cities, Federal Way represents approximately 17% of the population comprising SW King County. Taking a straight percentage of the total homeless population (sheltered and unsheltered) found in SW King County would mean Federal Way's proportionate share is  $(822 + 1115) \times .17 = 329$ . Although staff reached out to the authors of the Point-in-Time Count to see if we could get data specific for the city, staff received no response to their request.

Looking at the growth and decline of homelessness over the past 4 years (see graph below), the absolute change from 2016 to 2020 (4 years) represents an increase over that period of 10 percent. Extending the growth projection over a 20-year period (assume a constant rate of growth) would generate the following numbers for Federal Way:

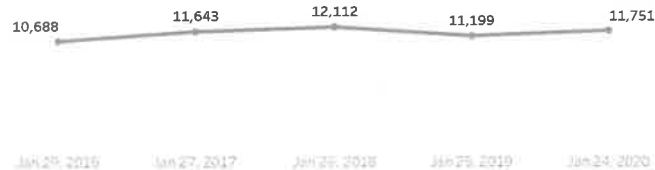
$$2020-2024: 329 \times 1.1 = 362$$

$$2024-2028: 362 \times 1.1 = 398$$

$$2032-2036: 398 \times 1.1 = 438$$

$$2026-2040: 438 \times 1.1 = 482$$

Individuals experiencing homelessness identified in the Point-in-Time count



Therefore, the proposed 20-year need is the current count plus the anticipated 20-year growth.

$$\text{Or, } 329 + 153 (482-329) (\text{growth}) = 482.$$

Based on HB 1220 and the email response received from the Department of Commerce (Planning Commission Response Memo), the Projected Need (482) needs to be subdivided into a Need for Permanent supportive housing and transitional housing; and, a Need for Emergency housing and shelter. With data from the Point-in-Time Count, the 482 Projected Need consists of 207 units (43%) of Emergency housing and shelter; and, 275 units (57%) of Permanent supportive housing and transitional housing. These percentages are derived from the respective proportions of Transitional housing, Disabled housing, and Shelter housing found in the Point-in-Time Count.

Taking the existing count (units currently in the city) as well as what is in the pipeline (King County proposals):

	Projected Need	Existing	Proposed	Remainder to meet Projected Need
Emergency housing and Emergency shelter	207	29 <sup>1</sup>	90 (Red Lion)	88
Permanent supportive housing and Transitional housing	275	64	101 (Extended Stay)	110

<sup>1</sup>There are an additional 20 units that are currently located at the Red Lion that will be part of the 90 proposed.

Although there are a number of data sources, the Point-in-Time street count was conducted on 1 night (January 24, 2020) and is generally regarded as somewhat of an underrepresentation of the number of homeless. The original City proposal suggested applying a “multiplier” to compensate for this potential undercounting. Based on a study conducted in 2001, a multiplier of 2.5 was applied to our count.

Following public comment and discussions with the Planning Commission, the City reevaluated the appropriateness of applying this modifier and concluded it was not warranted [see Planning Commission Response Briefing Memo (Exhibit 2)].

### **III. PROPOSED CODE AMENDMENTS AND ANALYSIS**

### Proposed Code Amendments

This section provides a summary of the proposed code amendments. The complete proposed zoning code text is enclosed as part of the draft ordinance (Exhibit 3). The issues these proposed code amendments are attempting to resolve are:

1. Ensure the FWRC is consistent with the requirements of ESSHB 1220;
  2. Create local standards to ensure compatibility, where the statute allows; and,
  3. Clarify any inconsistencies in existing code with the provisions of the statute.
- A. Since the city's definition for "Social service transitional housing" does not closely align with the definitions of the uses regulated in ESHB 1220, the proposed ordinance deletes this definition and replaces it with two newly defined terms:
1. Permanent supportive housing and transitional housing; and,
  2. Emergency housing and shelter.
- B. Social service transition housing and shelters are also listed under the definition for "Essential Public Facilities". Since the city is choosing to specifically define these land uses and provide use-specific standards for them, the City code will no longer expressly list these uses as essential public facilities.
- C. The proposed code revisions would make the following changes:

Zone	Permanent supportive housing and transitional housing	Emergency housing and shelter
SE (Suburban Estate)	✓	
RS (Single-Family Residential)	✓	
RM (Multifamily Residential)	✓	
BN (Neighborhood Business)	✓	
BC (Community Business)	✓	✓
CC-C (City Center Core)	✓	✓
CC-F (City Center Frame)	✓	✓
CE (Commercial Enterprise)	✓	✓

- D. Since "Emergency housing and shelter" contemplates similar uses to the previously existing Social service transitional housing, and to avoid the necessity to invent new standards,

“Emergency housing and shelter” is utilizing the separation and intensity standards that belonged to Social service transitional housing.

E. The city can likely meet its Projected Need under the proposed separation requirements.

F. The draft Ordinance contains the complete proposed changes, the following chart identifies the major discretionary provisions with a comparison to what is allowed currently.

#### Permanent Supportive housing and transitional housing

Permanent Supportive Housing and Transitional Housing								
	Process	Density	Setbacks			Height	Separation	Parking
			F	S	R			
SE								
Existing <sup>1</sup>	None	1 home/lot	30	10	10	30	0	2/unit
Proposed	Process III	10 rooms/lot in a single structure	30	20	20	30	5,280 ft (1 mile)	Efficiency units: 1.0 per unit + 1 for each 2 employees Studio units: 1.25 per unit + 1 for each 2 employees One bedroom units: 1.5 per unit + 1 for each 2 employees Units with two bedrooms or more: 2/unit + 1 for each 2 employees Employees: 1 additional space for every 2 + 1 for each 2 employees
RS 35								
Existing <sup>1</sup>	None	1 home/lot	20	10	10	30	0	2/unit
Proposed	Process III	6 rooms/lot in a single structure	20	10	20	30	5,280 ft (1 mile)	Efficiency units: 1.0 per unit + 1 for each 2 employees Studio units: 1.25 per unit + 1 for each 2 employees One bedroom units: 1.5 per unit + 1 for each 2 employees Units with two bedrooms or more: 2/unit + 1 for each 2 employees
RS 15								
Existing <sup>1</sup>	None	1 home/lot	20	5	5	30	0	2/unit
Proposed	Process III	6 rooms/lot in a single structure	20	10	20	30	5,280 ft (1 mile)	Efficiency units: 1.0 per unit + 1 for each 2 employees Studio units: 1.25 per unit + 1 for each 2 employees One bedroom units: 1.5 per unit + 1 for each 2 employees Units with two bedrooms or more: 2/unit + 1 for each 2 employees
RS 9.6								
Existing <sup>1</sup>	None	1 home/lot	20	5	5	30	0	2/unit
Proposed	Process III	6 rooms/lot in a single structure	20	10	20	30	5,280 ft (1 mile)	Efficiency units: 1.0 per unit + 1 for each 2 employees Studio units: 1.25 per unit + 1 for each 2 employees

								One bedroom units: 1.5 per unit + 1 for each 2 employees Units with two bedrooms or more: 2/unit + 1 for each 2 employees
RS 7.2								
Existing <sup>1</sup>	None	1 home/lot	20	5	5	30	0	2/unit
Proposed	Process III	6 rooms/lot in a single structure	20	10	20	30	5,280 ft (1 mile)	Efficiency units: 1.0 per unit + 1 for each 2 employees Studio units: 1.25 per unit + 1 for each 2 employees One bedroom units: 1.5 per unit + 1 for each 2 employees Units with two bedrooms or more: 2/unit + 1 for each 2 employees
RS 5.0								
Existing <sup>1</sup>	None	1 home/lot	20	5	5	30	0	2/unit
Proposed	Process III	6 rooms/lot in a single structure	20	10	20	30	5,280 ft (1 mile)	Efficiency units: 1.0 per unit + 1 for each 2 employees Studio units: 1.25 per unit + 1 for each 2 employees One bedroom units: 1.5 per unit + 1 for each 2 employees Units with two bedrooms or more: 2/unit + 1 for each 2 employees
RM 3600								
Existing <sup>2</sup>	Process II	12/acre	20	5	5	30	0	1-2/unit
Proposed	Process III	50/project cap, w/ 3600 sf/unit	20	5	5	30	2,640 ft (1/2 mile)	Efficiency units: 1.0 per unit + 1 for each 2 employees Studio units: 1.25 per unit + 1 for each 2 employees One bedroom units: 1.5 per unit + 1 for each 2 employees Units with two bedrooms or more: 2/unit + 1 for each 2 employees
RM 2400								
Existing <sup>2</sup>	Process II	18/acre	20	5	5	30	0	1-2/unit
Proposed	Process III	50/project cap, w/ 2400 sf/unit	20	5	5	30	2,640 ft (1/2 mile)	Efficiency units: 1.0 per unit + 1 for each 2 employees Studio units: 1.25 per unit + 1 for each 2 employees One bedroom units: 1.5 per unit + 1 for each 2 employees Units with two bedrooms or more: 2/unit + 1 for each 2 employees
RM 1800								
Existing <sup>2</sup>	Process II	24/acre	20	5	5	35	0	1-2/unit
Proposed	Process III	50/project cap, w/ 1800 sf/unit	20	5	5	35	2,640 ft (1/2 mile)	Efficiency units: 1.0 per unit + 1 for each 2 employees Studio units: 1.25 per unit + 1 for each 2 employees

								One bedroom units: 1.5 per unit + 1 for each 2 employees Units with two bedrooms or more: 2/unit + 1 for each 2 employees
BN								
Existing <sup>2</sup>	Process II	18/acre	0	10	10	35 or 30	0	1-2/unit
Proposed	Process III	18/acre, max 50/project	20	5	5	35 or 30	2,640 ft (1/2 mile)	Efficiency units: 1.0 per unit + 1 for each 2 employees Studio units: 1.25 per unit + 1 for each 2 employees One bedroom units: 1.5 per unit + 1 for each 2 employees Units with two bedrooms or more: 2/unit + 1 for each 2 employees
BC								
Existing <sup>2</sup>	Process II	none	0 or 20	10 or 20	10 or 20	65 or 30	0	1-2/unit
Proposed	Process III	50/project cap	20 adjacent to SF			55 or 30	2,640 ft (1/2 mile)	Efficiency units: 1.0 per unit + 1 for each 2 employees Studio units: 1.25 per unit + 1 for each 2 employees One bedroom units: 1.5 per unit + 1 for each 2 employees Units with two bedrooms or more: 2/unit + 1 for each 2 employees
CC-C								
Existing <sup>2</sup>	Process II	none	20 or 0	5	5	200 or 70	0	1 or 1.7/unit
Proposed	Process III	110/project cap	10	10	10	200 or 70	2,640 ft (1/2 mile)	Efficiency units: 1.0 per unit + 1 for each 2 employees Studio units: 1.25 per unit + 1 for each 2 employees One bedroom units: 1.5 per unit + 1 for each 2 employees Units with two bedrooms or more: 2/unit + 1 for each 2 employees
CC-F								
Existing <sup>2</sup>	Process II	None	20 or 0	5	5	85 or 70	0	1 or 1.7/unit
Proposed	Process III	110/project cap	10	10	10	85 or 70	2,640 ft (1/2 mile)	Efficiency units: 1.0 per unit + 1 for each 2 employees Studio units: 1.25 per unit + 1 for each 2 employees One bedroom units: 1.5 per unit + 1 for each 2 employees Units with two bedrooms or more: 2/unit + 1 for each 2 employees
CE								
Existing	n/a	n/a	n/a	n/a	n/a	n/a	0	n/a



Proposed	Process III	110/project cap	5	20 or 5	20 or 5	55 or 30	2,640 ft (1/2 mile)	Efficiency units: 1.0 per unit + 1 for each 2 employees Studio units: 1.25 per unit + 1 for each 2 employees One bedroom units: 1.5 per unit + 1 for each 2 employees Units with two bedrooms or more: 2/unit + 1 for each 2 employees
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Notes

<sup>1</sup> Single-family detached dwelling

<sup>2</sup> Multifamily dwelling units

#### **Planning Commission Recommendation**

The Planning Commission conducted Public Hearings on 18 August 2021 and 1 September 2021. Following extensive public input and Commission discussion and deliberations, consistent with 19.80.240(1)(c), the Planning Commission forwards the proposed code changes to the City council with no recommendation.

#### **IV. PROCEDURAL SUMMARY**

The procedure followed for making this amendment is shown below:

- 7/08/21: 60-day Notice of proposed changes to development regulations sent to Commerce
- 7/16/21: Public Notice of SEPA Decision published and posted (website)
- 7/16/21: Issuance of Determination of Nonsignificance (DNS) pursuant to the State Environmental Policy Act (SEPA)
- 7/30/21: End of SEPA Comment Period
- 8/04/21: Planning Commission Briefing (cancelled due to lack of quorum)
- 8/23/21: End of SEPA Appeal Period
- 8/18/21: Public Hearing
- 9/01/21: Public Hearing Continuation
- 9/13/21: LUTC Council Committee
- 10/05/21: City Council 1<sup>st</sup> Reading
- 10/19/21: City Council 2<sup>nd</sup> Reading
- 10/22/21: Code revisions are effective
- 10/22/21: 10-day Notice of Action to Commerce

#### **IV. DECISION CRITERIA**

FWRC Chapter 19.80.130 provides criteria for zoning text amendments. The following section analyzes compliance of the proposed zoning text amendments with the criteria provided by this chapter. The city may amend the text of the FWRC only if it finds that:

1. The proposed amendments are consistent with the applicable provisions of the comprehensive plan.



The proposed FWRC text amendments are consistent with the following Federal Way Comprehensive Plan (FWCP) policies and goals:

**LUP1** Use development standards and design guidelines to maintain neighborhood character and ensure compatibility with surrounding uses.

**LUG3** Preserve and protect Federal Way's single-family neighborhoods.

**LUG3.1** Provide a wide range of housing densities and types in the single-family designated areas.

**HG1** Preserve and protect the quality of existing residential neighborhoods and require new development to be of a scale and design that is compatible with existing neighborhood character.

**HG2** Involve the community in the development of new housing to a degree that is consistent with the scale of impact on the surrounding neighborhoods.

**HG3** Develop a zoning code that provides flexibility to produce innovative housing solutions, does not burden the cost of housing development and maintenance, and diversifies the range of housing types available in the City.

**HP12** The FWRC and Land Use chapter of the FWCP will be coordinated to facilitate locating housing affordable to low-income, very low-income, and special needs households throughout the City, especially around the City Center and other areas that provide proximity to employment, safe and convenient access to transportation and human services, and adequate infrastructure to support housing development.

**HP21** Promote fair housing access to all persons without discrimination.

**HG7** Develop a range of housing opportunities that meet the requirements of people with special housing needs, including the elderly, mentally ill, victims of domestic abuse, and persons with physical and/or developmental disabilities.

**HP39** Periodically review the FWRC and remove any regulatory barriers to locating special needs housing and emergency and transitional housing within the City as required by the federal Fair Housing Act, to avoid over-concentration, and to ensure uniform distribution throughout all residential and mixed-use zones.

**HG8** Develop emergency shelter and transitional housing facilities for the homeless.

**HP44** Emergency shelters should be permitted and regulated to ensure there are adequate opportunities to locate them within the City, to avoid overconcentration of facilities, to ensure that such facilities and housing are properly managed, and to avoid or mitigate significant impacts on existing residential neighborhoods or other surrounding use

2. The proposed amendments bear a substantial relationship to public health, safety, or welfare.

The governmental power to include zoning regulations potentially limiting the rights of property owners is not unlimited, and must substantially advance legitimate public interests and bear a substantial relationship to the public health, safety, or general welfare. The proposed FWRC text amendments does not limit the rights of property owners as it allows newly-defined land uses in established zoning districts where "Permanent supportive housing and transitional housing" and "Emergency housing and shelter" may potentially locate.

ESSHB 1220 authorizes local jurisdictions to include reasonable occupancy, intensity, and/or spacing requirements on the newly-defined housing uses. The proposed code amendments include occupancy and

intensity requirements to ensure the size of any facility allowed through these code amendments is compatible with surrounding properties. Within each of the zones, Permanent supportive housing and transitional housing facilities are capped at 6 or 10 units for single-family zones, 50 units for multi-family and lower-intensity commercial zones and 110 units for higher-intensity commercial zones. These limits are intended to help ensure that the number of units developed on a particular site remain at a number that prevents adverse impacts on adjacent or nearby properties. Likewise, spacing requirements have been included in the code to ensure that these facilities are spread out in the city in a way that does not create a cluster of homeless housing that disproportionately impacts public service providers such as police and other first responders. Finally, there are Special Regulations and Notes applied to each zone that provides for operational norms expected for each facility to follow. These requirements are intended to establish minimum health and safety standards for residents of these facilities.

Also, it establishes separation standards from like facilities, intensity and setbacks standards particular to these uses and creates a public review process that are all intended to protect the health, safety and welfare of the general community.

3. The proposed amendments are in the best interest of the residents of the city.

The proposed FWRC text amendments allow the city to legally regulate the location (setbacks and separation requirements), intensity (limit on units in one location), and parking requirements (similar to other multi-family housing). The proposed amendments clarify existing ambiguities in code. And, the proposed amendments require all permits to be reviewed under a Process (Level III) where public notice will be given. For these reasons, the proposed amendments will be in the best interest of the residents of the city.

## **V. OPTIONS FOR DECISION**

After consideration of the proposal and the Mayor's recommendation regarding the proposed amendments, the Council may:

1. Adopt the ordinance;
2. Do not adopt the ordinance and provide staff direction;

## **MAYOR'S RECOMMENDATION**

**Based on the above analysis and decision criteria, the Mayor recommends that the proposed amendments to FWRC Title 19 (Exhibit 3) be recommended for approval following discussion by the Land Use/Transportation Committee (LUTC) and forwarded to the entire City Council for deliberation and decision.**

## **EXHIBITS**

Exhibit 1: ESSHB 1220

Exhibit 2: Planning commission Response Memo dated 25 August 2021

Exhibit 3: draft Ordinance

CERTIFICATION OF ENROLLMENT  
**ENGROSSED SECOND SUBSTITUTE HOUSE BILL 1220**

67th Legislature  
2021 Regular Session

Passed by the House April 14, 2021  
Yeas 57 Nays 40

\_\_\_\_\_  
**Speaker of the House of  
Representatives**

Passed by the Senate April 10, 2021  
Yeas 25 Nays 24

\_\_\_\_\_  
**President of the Senate**  
Approved

\_\_\_\_\_  
**Governor of the State of Washington**

CERTIFICATE

I, Bernard Dean, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **ENGROSSED SECOND SUBSTITUTE HOUSE BILL 1220** as passed by the House of Representatives and the Senate on the dates hereon set forth.

\_\_\_\_\_  
**Chief Clerk**

FILED

**Secretary of State  
State of Washington**



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**ENGROSSED SECOND SUBSTITUTE HOUSE BILL 1220**

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AS AMENDED BY THE SENATE

Passed Legislature - 2021 Regular Session

**State of Washington**

**67th Legislature**

**2021 Regular Session**

**By** House Appropriations (originally sponsored by Representatives Peterson, Macri, Bateman, Ryu, Lekanoff, Fitzgibbon, Kloba, Davis, Lovick, Santos, Ortiz-Self, Simmons, Berg, Hackney, Chopp, Tharinger, and Frame)

READ FIRST TIME 02/22/21.

1       AN ACT Relating to supporting emergency shelters and housing  
2 through local planning and development regulations; amending RCW  
3 36.70A.020, 36.70A.390, and 36.70A.030; reenacting and amending RCW  
4 36.70A.070; adding a new section to chapter 35A.21 RCW; adding a new  
5 section to chapter 35.21 RCW; and adding a new section to chapter  
6 36.70A RCW.

7       BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

8       **Sec. 1.** RCW 36.70A.020 and 2002 c 154 s 1 are each amended to  
9 read as follows:

10       The following goals are adopted to guide the development and  
11 adoption of comprehensive plans and development regulations of those  
12 counties and cities that are required or choose to plan under RCW  
13 36.70A.040. The following goals are not listed in order of priority  
14 and shall be used exclusively for the purpose of guiding the  
15 development of comprehensive plans and development regulations:

16       (1) Urban growth. Encourage development in urban areas where  
17 adequate public facilities and services exist or can be provided in  
18 an efficient manner.

19       (2) Reduce sprawl. Reduce the inappropriate conversion of  
20 undeveloped land into sprawling, low-density development.

1 (3) Transportation. Encourage efficient multimodal transportation  
2 systems that are based on regional priorities and coordinated with  
3 county and city comprehensive plans.

4 (4) Housing. (~~Encourage the availability of affordable~~) Plan  
5 for and accommodate housing affordable to all economic segments of  
6 the population of this state, promote a variety of residential  
7 densities and housing types, and encourage preservation of existing  
8 housing stock.

9 (5) Economic development. Encourage economic development  
10 throughout the state that is consistent with adopted comprehensive  
11 plans, promote economic opportunity for all citizens of this state,  
12 especially for unemployed and for disadvantaged persons, promote the  
13 retention and expansion of existing businesses and recruitment of new  
14 businesses, recognize regional differences impacting economic  
15 development opportunities, and encourage growth in areas experiencing  
16 insufficient economic growth, all within the capacities of the  
17 state's natural resources, public services, and public facilities.

18 (6) Property rights. Private property shall not be taken for  
19 public use without just compensation having been made. The property  
20 rights of landowners shall be protected from arbitrary and  
21 discriminatory actions.

22 (7) Permits. Applications for both state and local government  
23 permits should be processed in a timely and fair manner to ensure  
24 predictability.

25 (8) Natural resource industries. Maintain and enhance natural  
26 resource-based industries, including productive timber, agricultural,  
27 and fisheries industries. Encourage the conservation of productive  
28 forestlands and productive agricultural lands, and discourage  
29 incompatible uses.

30 (9) Open space and recreation. Retain open space, enhance  
31 recreational opportunities, conserve fish and wildlife habitat,  
32 increase access to natural resource lands and water, and develop  
33 parks and recreation facilities.

34 (10) Environment. Protect the environment and enhance the state's  
35 high quality of life, including air and water quality, and the  
36 availability of water.

37 (11) Citizen participation and coordination. Encourage the  
38 involvement of citizens in the planning process and ensure  
39 coordination between communities and jurisdictions to reconcile  
40 conflicts.

1 (12) Public facilities and services. Ensure that those public  
2 facilities and services necessary to support development shall be  
3 adequate to serve the development at the time the development is  
4 available for occupancy and use without decreasing current service  
5 levels below locally established minimum standards.

6 (13) Historic preservation. Identify and encourage the  
7 preservation of lands, sites, and structures, that have historical or  
8 archaeological significance.

9 **Sec. 2.** RCW 36.70A.070 and 2017 3rd sp.s. c 18 s 4 and 2017 3rd  
10 sp.s. c 16 s 4 are each reenacted and amended to read as follows:

11 The comprehensive plan of a county or city that is required or  
12 chooses to plan under RCW 36.70A.040 shall consist of a map or maps,  
13 and descriptive text covering objectives, principles, and standards  
14 used to develop the comprehensive plan. The plan shall be an  
15 internally consistent document and all elements shall be consistent  
16 with the future land use map. A comprehensive plan shall be adopted  
17 and amended with public participation as provided in RCW 36.70A.140.  
18 Each comprehensive plan shall include a plan, scheme, or design for  
19 each of the following:

20 (1) A land use element designating the proposed general  
21 distribution and general location and extent of the uses of land,  
22 where appropriate, for agriculture, timber production, housing,  
23 commerce, industry, recreation, open spaces, general aviation  
24 airports, public utilities, public facilities, and other land uses.  
25 The land use element shall include population densities, building  
26 intensities, and estimates of future population growth. The land use  
27 element shall provide for protection of the quality and quantity of  
28 groundwater used for public water supplies. Wherever possible, the  
29 land use element should consider utilizing urban planning approaches  
30 that promote physical activity. Where applicable, the land use  
31 element shall review drainage, flooding, and stormwater runoff in the  
32 area and nearby jurisdictions and provide guidance for corrective  
33 actions to mitigate or cleanse those discharges that pollute waters  
34 of the state, including Puget Sound or waters entering Puget Sound.

35 (2) A housing element ensuring the vitality and character of  
36 established residential neighborhoods that:

37 (a) Includes an inventory and analysis of existing and projected  
38 housing needs that identifies the number of housing units necessary



1 to manage projected growth, as provided by the department of  
2 commerce, including:

3 (i) Units for moderate, low, very low, and extremely low-income  
4 households; and

5 (ii) Emergency housing, emergency shelters, and permanent  
6 supportive housing;

7 (b) ~~((includes))~~ Includes a statement of goals, policies,  
8 objectives, and mandatory provisions for the preservation,  
9 improvement, and development of housing, including single-family  
10 residences, and within an urban growth area boundary, moderate  
11 density housing options including but not limited to, duplexes,  
12 triplexes, and townhomes;

13 (c) ~~((identifies))~~ Identifies sufficient capacity of land for  
14 housing~~((r))~~ including, but not limited to, government-assisted  
15 housing, housing for ~~((low-income families))~~ moderate, low, very low,  
16 and extremely low-income households, manufactured housing,  
17 multifamily housing, ~~((and))~~ group homes ~~((and))~~, foster care  
18 facilities, emergency housing, emergency shelters, permanent  
19 supportive housing, and within an urban growth area boundary,  
20 consideration of duplexes, triplexes, and townhomes; ~~((and))~~

21 (d) ~~((makes))~~ Makes adequate provisions for existing and  
22 projected needs of all economic segments of the community, including:

23 (i) Incorporating consideration for low, very low, extremely low,  
24 and moderate-income households;

25 (ii) Documenting programs and actions needed to achieve housing  
26 availability including gaps in local funding, barriers such as  
27 development regulations, and other limitations;

28 (iii) Consideration of housing locations in relation to  
29 employment location; and

30 (iv) Consideration of the role of accessory dwelling units in  
31 meeting housing needs;

32 (e) Identifies local policies and regulations that result in  
33 racially disparate impacts, displacement, and exclusion in housing,  
34 including:

35 (i) Zoning that may have a discriminatory effect;

36 (ii) Disinvestment; and

37 (iii) Infrastructure availability;

38 (f) Identifies and implements policies and regulations to address  
39 and begin to undo racially disparate impacts, displacement, and  
40 exclusion in housing caused by local policies, plans, and actions;

1       (g) Identifies areas that may be at higher risk of displacement  
2 from market forces that occur with changes to zoning development  
3 regulations and capital investments; and

4       (h) Establishes antidisplacement policies, with consideration  
5 given to the preservation of historical and cultural communities as  
6 well as investments in low, very low, extremely low, and moderate-  
7 income housing; equitable development initiatives; inclusionary  
8 zoning; community planning requirements; tenant protections; land  
9 disposition policies; and consideration of land that may be used for  
10 affordable housing.

11       In counties and cities subject to the review and evaluation  
12 requirements of RCW 36.70A.215, any revision to the housing element  
13 shall include consideration of prior review and evaluation reports  
14 and any reasonable measures identified. The housing element should  
15 link jurisdictional goals with overall county goals to ensure that  
16 the housing element goals are met.

17       (3) A capital facilities plan element consisting of: (a) An  
18 inventory of existing capital facilities owned by public entities,  
19 showing the locations and capacities of the capital facilities; (b) a  
20 forecast of the future needs for such capital facilities; (c) the  
21 proposed locations and capacities of expanded or new capital  
22 facilities; (d) at least a six-year plan that will finance such  
23 capital facilities within projected funding capacities and clearly  
24 identifies sources of public money for such purposes; and (e) a  
25 requirement to reassess the land use element if probable funding  
26 falls short of meeting existing needs and to ensure that the land use  
27 element, capital facilities plan element, and financing plan within  
28 the capital facilities plan element are coordinated and consistent.  
29 Park and recreation facilities shall be included in the capital  
30 facilities plan element.

31       (4) A utilities element consisting of the general location,  
32 proposed location, and capacity of all existing and proposed  
33 utilities, including, but not limited to, electrical lines,  
34 telecommunication lines, and natural gas lines.

35       (5) Rural element. Counties shall include a rural element  
36 including lands that are not designated for urban growth,  
37 agriculture, forest, or mineral resources. The following provisions  
38 shall apply to the rural element:

39       (a) Growth management act goals and local circumstances. Because  
40 circumstances vary from county to county, in establishing patterns of

1 rural densities and uses, a county may consider local circumstances,  
2 but shall develop a written record explaining how the rural element  
3 harmonizes the planning goals in RCW 36.70A.020 and meets the  
4 requirements of this chapter.

5 (b) Rural development. The rural element shall permit rural  
6 development, forestry, and agriculture in rural areas. The rural  
7 element shall provide for a variety of rural densities, uses,  
8 essential public facilities, and rural governmental services needed  
9 to serve the permitted densities and uses. To achieve a variety of  
10 rural densities and uses, counties may provide for clustering,  
11 density transfer, design guidelines, conservation easements, and  
12 other innovative techniques that will accommodate appropriate rural  
13 economic advancement, densities, and uses that are not characterized  
14 by urban growth and that are consistent with rural character.

15 (c) Measures governing rural development. The rural element shall  
16 include measures that apply to rural development and protect the  
17 rural character of the area, as established by the county, by:

18 (i) Containing or otherwise controlling rural development;  
19 (ii) Assuring visual compatibility of rural development with the  
20 surrounding rural area;

21 (iii) Reducing the inappropriate conversion of undeveloped land  
22 into sprawling, low-density development in the rural area;

23 (iv) Protecting critical areas, as provided in RCW 36.70A.060,  
24 and surface water and groundwater resources; and

25 (v) Protecting against conflicts with the use of agricultural,  
26 forest, and mineral resource lands designated under RCW 36.70A.170.

27 (d) Limited areas of more intensive rural development. Subject to  
28 the requirements of this subsection and except as otherwise  
29 specifically provided in this subsection (5)(d), the rural element  
30 may allow for limited areas of more intensive rural development,  
31 including necessary public facilities and public services to serve  
32 the limited area as follows:

33 (i) Rural development consisting of the infill, development, or  
34 redevelopment of existing commercial, industrial, residential, or  
35 mixed-use areas, whether characterized as shoreline development,  
36 villages, hamlets, rural activity centers, or crossroads  
37 developments.

38 (A) A commercial, industrial, residential, shoreline, or mixed-  
39 use area are subject to the requirements of (d)(iv) of this

1 subsection, but are not subject to the requirements of (c)(ii) and  
2 (iii) of this subsection.

3 (B) Any development or redevelopment other than an industrial  
4 area or an industrial use within a mixed-use area or an industrial  
5 area under this subsection (5)(d)(i) must be principally designed to  
6 serve the existing and projected rural population.

7 (C) Any development or redevelopment in terms of building size,  
8 scale, use, or intensity shall be consistent with the character of  
9 the existing areas. Development and redevelopment may include changes  
10 in use from vacant land or a previously existing use so long as the  
11 new use conforms to the requirements of this subsection (5);

12 (ii) The intensification of development on lots containing, or  
13 new development of, small-scale recreational or tourist uses,  
14 including commercial facilities to serve those recreational or  
15 tourist uses, that rely on a rural location and setting, but that do  
16 not include new residential development. A small-scale recreation or  
17 tourist use is not required to be principally designed to serve the  
18 existing and projected rural population. Public services and public  
19 facilities shall be limited to those necessary to serve the  
20 recreation or tourist use and shall be provided in a manner that does  
21 not permit low-density sprawl;

22 (iii) The intensification of development on lots containing  
23 isolated nonresidential uses or new development of isolated cottage  
24 industries and isolated small-scale businesses that are not  
25 principally designed to serve the existing and projected rural  
26 population and nonresidential uses, but do provide job opportunities  
27 for rural residents. Rural counties may allow the expansion of small-  
28 scale businesses as long as those small-scale businesses conform with  
29 the rural character of the area as defined by the local government  
30 according to RCW 36.70A.030(~~((+16+))~~) (23). Rural counties may also  
31 allow new small-scale businesses to utilize a site previously  
32 occupied by an existing business as long as the new small-scale  
33 business conforms to the rural character of the area as defined by  
34 the local government according to RCW 36.70A.030(~~((+16+))~~) (23). Public  
35 services and public facilities shall be limited to those necessary to  
36 serve the isolated nonresidential use and shall be provided in a  
37 manner that does not permit low-density sprawl;

38 (iv) A county shall adopt measures to minimize and contain the  
39 existing areas or uses of more intensive rural development, as  
40 appropriate, authorized under this subsection. Lands included in such



1 existing areas or uses shall not extend beyond the logical outer  
2 boundary of the existing area or use, thereby allowing a new pattern  
3 of low-density sprawl. Existing areas are those that are clearly  
4 identifiable and contained and where there is a logical boundary  
5 delineated predominately by the built environment, but that may also  
6 include undeveloped lands if limited as provided in this subsection.  
7 The county shall establish the logical outer boundary of an area of  
8 more intensive rural development. In establishing the logical outer  
9 boundary, the county shall address (A) the need to preserve the  
10 character of existing natural neighborhoods and communities, (B)  
11 physical boundaries, such as bodies of water, streets and highways,  
12 and land forms and contours, (C) the prevention of abnormally  
13 irregular boundaries, and (D) the ability to provide public  
14 facilities and public services in a manner that does not permit low-  
15 density sprawl;

16 (v) For purposes of (d) of this subsection, an existing area or  
17 existing use is one that was in existence:

18 (A) On July 1, 1990, in a county that was initially required to  
19 plan under all of the provisions of this chapter;

20 (B) On the date the county adopted a resolution under RCW  
21 36.70A.040(2), in a county that is planning under all of the  
22 provisions of this chapter under RCW 36.70A.040(2); or

23 (C) On the date the office of financial management certifies the  
24 county's population as provided in RCW 36.70A.040(5), in a county  
25 that is planning under all of the provisions of this chapter pursuant  
26 to RCW 36.70A.040(5).

27 (e) Exception. This subsection shall not be interpreted to permit  
28 in the rural area a major industrial development or a master planned  
29 resort unless otherwise specifically permitted under RCW 36.70A.360  
30 and 36.70A.365.

31 (6) A transportation element that implements, and is consistent  
32 with, the land use element.

33 (a) The transportation element shall include the following  
34 subelements:

35 (i) Land use assumptions used in estimating travel;

36 (ii) Estimated traffic impacts to state-owned transportation  
37 facilities resulting from land use assumptions to assist the  
38 department of transportation in monitoring the performance of state  
39 facilities, to plan improvements for the facilities, and to assess

1 the impact of land-use decisions on state-owned transportation  
2 facilities;

3 (iii) Facilities and services needs, including:

4 (A) An inventory of air, water, and ground transportation  
5 facilities and services, including transit alignments and general  
6 aviation airport facilities, to define existing capital facilities  
7 and travel levels as a basis for future planning. This inventory must  
8 include state-owned transportation facilities within the city or  
9 county's jurisdictional boundaries;

10 (B) Level of service standards for all locally owned arterials  
11 and transit routes to serve as a gauge to judge performance of the  
12 system. These standards should be regionally coordinated;

13 (C) For state-owned transportation facilities, level of service  
14 standards for highways, as prescribed in chapters 47.06 and 47.80  
15 RCW, to gauge the performance of the system. The purposes of  
16 reflecting level of service standards for state highways in the local  
17 comprehensive plan are to monitor the performance of the system, to  
18 evaluate improvement strategies, and to facilitate coordination  
19 between the county's or city's six-year street, road, or transit  
20 program and the office of financial management's ten-year investment  
21 program. The concurrency requirements of (b) of this subsection do  
22 not apply to transportation facilities and services of statewide  
23 significance except for counties consisting of islands whose only  
24 connection to the mainland are state highways or ferry routes. In  
25 these island counties, state highways and ferry route capacity must  
26 be a factor in meeting the concurrency requirements in (b) of this  
27 subsection;

28 (D) Specific actions and requirements for bringing into  
29 compliance locally owned transportation facilities or services that  
30 are below an established level of service standard;

31 (E) Forecasts of traffic for at least ten years based on the  
32 adopted land use plan to provide information on the location, timing,  
33 and capacity needs of future growth;

34 (F) Identification of state and local system needs to meet  
35 current and future demands. Identified needs on state-owned  
36 transportation facilities must be consistent with the statewide  
37 multimodal transportation plan required under chapter 47.06 RCW;

38 (iv) Finance, including:

39 (A) An analysis of funding capability to judge needs against  
40 probable funding resources;



1 (B) A multiyear financing plan based on the needs identified in  
2 the comprehensive plan, the appropriate parts of which shall serve as  
3 the basis for the six-year street, road, or transit program required  
4 by RCW 35.77.010 for cities, RCW 36.81.121 for counties, and RCW  
5 35.58.2795 for public transportation systems. The multiyear financing  
6 plan should be coordinated with the ten-year investment program  
7 developed by the office of financial management as required by RCW  
8 47.05.030;

9 (C) If probable funding falls short of meeting identified needs,  
10 a discussion of how additional funding will be raised, or how land  
11 use assumptions will be reassessed to ensure that level of service  
12 standards will be met;

13 (v) Intergovernmental coordination efforts, including an  
14 assessment of the impacts of the transportation plan and land use  
15 assumptions on the transportation systems of adjacent jurisdictions;

16 (vi) Demand-management strategies;

17 (vii) Pedestrian and bicycle component to include collaborative  
18 efforts to identify and designate planned improvements for pedestrian  
19 and bicycle facilities and corridors that address and encourage  
20 enhanced community access and promote healthy lifestyles.

21 (b) After adoption of the comprehensive plan by jurisdictions  
22 required to plan or who choose to plan under RCW 36.70A.040, local  
23 jurisdictions must adopt and enforce ordinances which prohibit  
24 development approval if the development causes the level of service  
25 on a locally owned transportation facility to decline below the  
26 standards adopted in the transportation element of the comprehensive  
27 plan, unless transportation improvements or strategies to accommodate  
28 the impacts of development are made concurrent with the development.  
29 These strategies may include increased public transportation service,  
30 ride-sharing programs, demand management, and other transportation  
31 systems management strategies. For the purposes of this subsection  
32 (6), "concurrent with the development" means that improvements or  
33 strategies are in place at the time of development, or that a  
34 financial commitment is in place to complete the improvements or  
35 strategies within six years. If the collection of impact fees is  
36 delayed under RCW 82.02.050(3), the six-year period required by this  
37 subsection (6)(b) must begin after full payment of all impact fees is  
38 due to the county or city.

39 (c) The transportation element described in this subsection (6),  
40 the six-year plans required by RCW 35.77.010 for cities, RCW



1 36.81.121 for counties, and RCW 35.58.2795 for public transportation  
2 systems, and the ten-year investment program required by RCW  
3 47.05.030 for the state, must be consistent.

4 (7) An economic development element establishing local goals,  
5 policies, objectives, and provisions for economic growth and vitality  
6 and a high quality of life. A city that has chosen to be a  
7 residential community is exempt from the economic development element  
8 requirement of this subsection.

9 (8) A park and recreation element that implements, and is  
10 consistent with, the capital facilities plan element as it relates to  
11 park and recreation facilities. The element shall include: (a)  
12 Estimates of park and recreation demand for at least a ten-year  
13 period; (b) an evaluation of facilities and service needs; and (c) an  
14 evaluation of intergovernmental coordination opportunities to provide  
15 regional approaches for meeting park and recreational demand.

16 (9) It is the intent that new or amended elements required after  
17 January 1, 2002, be adopted concurrent with the scheduled update  
18 provided in RCW 36.70A.130. Requirements to incorporate any such new  
19 or amended elements shall be null and void until funds sufficient to  
20 cover applicable local government costs are appropriated and  
21 distributed by the state at least two years before local government  
22 must update comprehensive plans as required in RCW 36.70A.130.

23 NEW SECTION. **Sec. 3.** A new section is added to chapter 35A.21  
24 RCW to read as follows:

25 A code city shall not prohibit transitional housing or permanent  
26 supportive housing in any zones in which residential dwelling units  
27 or hotels are allowed. Effective September 30, 2021, a code city  
28 shall not prohibit indoor emergency shelters and indoor emergency  
29 housing in any zones in which hotels are allowed, except in such  
30 cities that have adopted an ordinance authorizing indoor emergency  
31 shelters and indoor emergency housing in a majority of zones within a  
32 one-mile proximity to transit. Reasonable occupancy, spacing, and  
33 intensity of use requirements may be imposed by ordinance on  
34 permanent supportive housing, transitional housing, indoor emergency  
35 housing, and indoor emergency shelters to protect public health and  
36 safety. Any such requirements on occupancy, spacing, and intensity of  
37 use may not prevent the siting of a sufficient number of permanent  
38 supportive housing, transitional housing, indoor emergency housing,  
39 or indoor emergency shelters necessary to accommodate each code

1 city's projected need for such housing and shelter under RCW  
2 36.70A.070(2)(a)(ii).

3 NEW SECTION. **Sec. 4.** A new section is added to chapter 35.21  
4 RCW to read as follows:

5 A city shall not prohibit transitional housing or permanent  
6 supportive housing in any zones in which residential dwelling units  
7 or hotels are allowed. Effective September 30, 2021, a city shall not  
8 prohibit indoor emergency shelters and indoor emergency housing in  
9 any zones in which hotels are allowed, except in such cities that  
10 have adopted an ordinance authorizing indoor emergency shelters and  
11 indoor emergency housing in a majority of zones within a one-mile  
12 proximity to transit. Reasonable occupancy, spacing, and intensity of  
13 use requirements may be imposed by ordinance on permanent supportive  
14 housing, transitional housing, indoor emergency housing, and indoor  
15 emergency shelters to protect public health and safety. Any such  
16 requirements on occupancy, spacing, and intensity of use may not  
17 prevent the siting of a sufficient number of permanent supportive  
18 housing, transitional housing, indoor emergency housing, or indoor  
19 emergency shelters necessary to accommodate each city's projected  
20 need for such housing and shelter under RCW 36.70A.070(2)(a)(ii).

21 **Sec. 5.** RCW 36.70A.390 and 1992 c 207 s 6 are each amended to  
22 read as follows:

23 A county or city governing body that adopts a moratorium, interim  
24 zoning map, interim zoning ordinance, or interim official control  
25 without holding a public hearing on the proposed moratorium, interim  
26 zoning map, interim zoning ordinance, or interim official control,  
27 shall hold a public hearing on the adopted moratorium, interim zoning  
28 map, interim zoning ordinance, or interim official control within at  
29 least sixty days of its adoption, whether or not the governing body  
30 received a recommendation on the matter from the planning commission  
31 or department. If the governing body does not adopt findings of fact  
32 justifying its action before this hearing, then the governing body  
33 shall do so immediately after this public hearing. A moratorium,  
34 interim zoning map, interim zoning ordinance, or interim official  
35 control adopted under this section may be effective for not longer  
36 than six months, but may be effective for up to one year if a work  
37 plan is developed for related studies providing for such a longer  
38 period. A moratorium, interim zoning map, interim zoning ordinance,

1 or interim official control may be renewed for one or more six-month  
2 periods if a subsequent public hearing is held and findings of fact  
3 are made prior to each renewal.

4 This section does not apply to the designation of critical areas,  
5 agricultural lands, forestlands, and mineral resource lands, under  
6 RCW 36.70A.170, and the conservation of these lands and protection of  
7 these areas under RCW 36.70A.060, prior to such actions being taken  
8 in a comprehensive plan adopted under RCW 36.70A.070 and implementing  
9 development regulations adopted under RCW 36.70A.120, if a public  
10 hearing is held on such proposed actions. This section does not apply  
11 to ordinances or development regulations adopted by a city that  
12 prohibit building permit applications for or the construction of  
13 transitional housing or permanent supportive housing in any zones in  
14 which residential dwelling units or hotels are allowed or prohibit  
15 building permit applications for or the construction of indoor  
16 emergency shelters and indoor emergency housing in any zones in which  
17 hotels are allowed.

18 **Sec. 6.** RCW 36.70A.030 and 2020 c 173 s 4 are each amended to  
19 read as follows:

20 Unless the context clearly requires otherwise, the definitions in  
21 this section apply throughout this chapter.

22 (1) "Adopt a comprehensive land use plan" means to enact a new  
23 comprehensive land use plan or to update an existing comprehensive  
24 land use plan.

25 (2) "Affordable housing" means, unless the context clearly  
26 indicates otherwise, residential housing whose monthly costs,  
27 including utilities other than telephone, do not exceed thirty  
28 percent of the monthly income of a household whose income is:

29 (a) For rental housing, sixty percent of the median household  
30 income adjusted for household size, for the county where the  
31 household is located, as reported by the United States department of  
32 housing and urban development; or

33 (b) For owner-occupied housing, eighty percent of the median  
34 household income adjusted for household size, for the county where  
35 the household is located, as reported by the United States department  
36 of housing and urban development.

37 (3) "Agricultural land" means land primarily devoted to the  
38 commercial production of horticultural, viticultural, floricultural,  
39 dairy, apiary, vegetable, or animal products or of berries, grain,

1 hay, straw, turf, seed, Christmas trees not subject to the excise tax  
2 imposed by RCW 84.33.100 through 84.33.140, finfish in upland  
3 hatcheries, or livestock, and that has long-term commercial  
4 significance for agricultural production.

5 (4) "City" means any city or town, including a code city.

6 (5) "Comprehensive land use plan," "comprehensive plan," or  
7 "plan" means a generalized coordinated land use policy statement of  
8 the governing body of a county or city that is adopted pursuant to  
9 this chapter.

10 (6) "Critical areas" include the following areas and ecosystems:

11 (a) Wetlands; (b) areas with a critical recharging effect on aquifers  
12 used for potable water; (c) fish and wildlife habitat conservation  
13 areas; (d) frequently flooded areas; and (e) geologically hazardous  
14 areas. "Fish and wildlife habitat conservation areas" does not  
15 include such artificial features or constructs as irrigation delivery  
16 systems, irrigation infrastructure, irrigation canals, or drainage  
17 ditches that lie within the boundaries of and are maintained by a  
18 port district or an irrigation district or company.

19 (7) "Department" means the department of commerce.

20 (8) "Development regulations" or "regulation" means the controls  
21 placed on development or land use activities by a county or city,  
22 including, but not limited to, zoning ordinances, critical areas  
23 ordinances, shoreline master programs, official controls, planned  
24 unit development ordinances, subdivision ordinances, and binding site  
25 plan ordinances together with any amendments thereto. A development  
26 regulation does not include a decision to approve a project permit  
27 application, as defined in RCW 36.70B.020, even though the decision  
28 may be expressed in a resolution or ordinance of the legislative body  
29 of the county or city.

30 (9) "Emergency housing" means temporary indoor accommodations for  
31 individuals or families who are homeless or at imminent risk of  
32 becoming homeless that is intended to address the basic health, food,  
33 clothing, and personal hygiene needs of individuals or families.  
34 Emergency housing may or may not require occupants to enter into a  
35 lease or an occupancy agreement.

36 (10) "Emergency shelter" means a facility that provides a  
37 temporary shelter for individuals or families who are currently  
38 homeless. Emergency shelter may not require occupants to enter into a  
39 lease or an occupancy agreement. Emergency shelter facilities may



1 include day and warming centers that do not provide overnight  
2 accommodations.

3 (11) "Extremely low-income household" means a single person,  
4 family, or unrelated persons living together whose adjusted income is  
5 at or below thirty percent of the median household income adjusted  
6 for household size, for the county where the household is located, as  
7 reported by the United States department of housing and urban  
8 development.

9 ((+10+)) (12) "Forestland" means land primarily devoted to  
10 growing trees for long-term commercial timber production on land that  
11 can be economically and practically managed for such production,  
12 including Christmas trees subject to the excise tax imposed under RCW  
13 84.33.100 through 84.33.140, and that has long-term commercial  
14 significance. In determining whether forestland is primarily devoted  
15 to growing trees for long-term commercial timber production on land  
16 that can be economically and practically managed for such production,  
17 the following factors shall be considered: (a) The proximity of the  
18 land to urban, suburban, and rural settlements; (b) surrounding  
19 parcel size and the compatibility and intensity of adjacent and  
20 nearby land uses; (c) long-term local economic conditions that affect  
21 the ability to manage for timber production; and (d) the availability  
22 of public facilities and services conducive to conversion of  
23 forestland to other uses.

24 ((+11+)) (13) "Freight rail dependent uses" means buildings and  
25 other infrastructure that are used in the fabrication, processing,  
26 storage, and transport of goods where the use is dependent on and  
27 makes use of an adjacent short line railroad. Such facilities are  
28 both urban and rural development for purposes of this chapter.  
29 "Freight rail dependent uses" does not include buildings and other  
30 infrastructure that are used in the fabrication, processing, storage,  
31 and transport of coal, liquefied natural gas, or "crude oil" as  
32 defined in RCW 90.56.010.

33 ((+12+)) (14) "Geologically hazardous areas" means areas that  
34 because of their susceptibility to erosion, sliding, earthquake, or  
35 other geological events, are not suited to the siting of commercial,  
36 residential, or industrial development consistent with public health  
37 or safety concerns.

38 ((+13+)) (15) "Long-term commercial significance" includes the  
39 growing capacity, productivity, and soil composition of the land for  
40 long-term commercial production, in consideration with the land's

1 proximity to population areas, and the possibility of more intense  
2 uses of the land.

3 ~~((14))~~ (16) "Low-income household" means a single person,  
4 family, or unrelated persons living together whose adjusted income is  
5 at or below eighty percent of the median household income adjusted  
6 for household size, for the county where the household is located, as  
7 reported by the United States department of housing and urban  
8 development.

9 ~~((15))~~ (17) "Minerals" include gravel, sand, and valuable  
10 metallic substances.

11 ~~((16))~~ (18) "Moderate-income household" means a single person,  
12 family, or unrelated persons living together whose adjusted income is  
13 at or below 120 percent of the median household income adjusted for  
14 household size, for the county where the household is located, as  
15 reported by the United States department of housing and urban  
16 development.

17 (19) "Permanent supportive housing" is subsidized, leased housing  
18 with no limit on length of stay that prioritizes people who need  
19 comprehensive support services to retain tenancy and utilizes  
20 admissions practices designed to use lower barriers to entry than  
21 would be typical for other subsidized or unsubsidized rental housing,  
22 especially related to rental history, criminal history, and personal  
23 behaviors. Permanent supportive housing is paired with on-site or  
24 off-site voluntary services designed to support a person living with  
25 a complex and disabling behavioral health or physical health  
26 condition who was experiencing homelessness or was at imminent risk  
27 of homelessness prior to moving into housing to retain their housing  
28 and be a successful tenant in a housing arrangement, improve the  
29 resident's health status, and connect the resident of the housing  
30 with community-based health care, treatment, or employment services.  
31 Permanent supportive housing is subject to all of the rights and  
32 responsibilities defined in chapter 59.18 RCW.

33 ~~((17))~~ (20) "Public facilities" include streets, roads,  
34 highways, sidewalks, street and road lighting systems, traffic  
35 signals, domestic water systems, storm and sanitary sewer systems,  
36 parks and recreational facilities, and schools.

37 ~~((18))~~ (21) "Public services" include fire protection and  
38 suppression, law enforcement, public health, education, recreation,  
39 environmental protection, and other governmental services.

1       (~~((19))~~) (22) "Recreational land" means land so designated under  
2 RCW 36.70A.1701 and that, immediately prior to this designation, was  
3 designated as agricultural land of long-term commercial significance  
4 under RCW 36.70A.170. Recreational land must have playing fields and  
5 supporting facilities existing before July 1, 2004, for sports played  
6 on grass playing fields.

7       (~~((20))~~) (23) "Rural character" refers to the patterns of land  
8 use and development established by a county in the rural element of  
9 its comprehensive plan:

10       (a) In which open space, the natural landscape, and vegetation  
11 predominate over the built environment;

12       (b) That foster traditional rural lifestyles, rural-based  
13 economies, and opportunities to both live and work in rural areas;

14       (c) That provide visual landscapes that are traditionally found  
15 in rural areas and communities;

16       (d) That are compatible with the use of the land by wildlife and  
17 for fish and wildlife habitat;

18       (e) That reduce the inappropriate conversion of undeveloped land  
19 into sprawling, low-density development;

20       (f) That generally do not require the extension of urban  
21 governmental services; and

22       (g) That are consistent with the protection of natural surface  
23 water flows and groundwater and surface water recharge and discharge  
24 areas.

25       (~~((21))~~) (24) "Rural development" refers to development outside  
26 the urban growth area and outside agricultural, forest, and mineral  
27 resource lands designated pursuant to RCW 36.70A.170. Rural  
28 development can consist of a variety of uses and residential  
29 densities, including clustered residential development, at levels  
30 that are consistent with the preservation of rural character and the  
31 requirements of the rural element. Rural development does not refer  
32 to agriculture or forestry activities that may be conducted in rural  
33 areas.

34       (~~((22))~~) (25) "Rural governmental services" or "rural services"  
35 include those public services and public facilities historically and  
36 typically delivered at an intensity usually found in rural areas, and  
37 may include domestic water systems, fire and police protection  
38 services, transportation and public transit services, and other  
39 public utilities associated with rural development and normally not

1 associated with urban areas. Rural services do not include storm or  
2 sanitary sewers, except as otherwise authorized by RCW 36.70A.110(4).

3 ~~((+23+))~~ (26) "Short line railroad" means those railroad lines  
4 designated class II or class III by the United States surface  
5 transportation board.

6 ~~((+24+))~~ (27) "Urban governmental services" or "urban services"  
7 include those public services and public facilities at an intensity  
8 historically and typically provided in cities, specifically including  
9 storm and sanitary sewer systems, domestic water systems, street  
10 cleaning services, fire and police protection services, public  
11 transit services, and other public utilities associated with urban  
12 areas and normally not associated with rural areas.

13 ~~((+25+))~~ (28) "Urban growth" refers to growth that makes  
14 intensive use of land for the location of buildings, structures, and  
15 impermeable surfaces to such a degree as to be incompatible with the  
16 primary use of land for the production of food, other agricultural  
17 products, or fiber, or the extraction of mineral resources, rural  
18 uses, rural development, and natural resource lands designated  
19 pursuant to RCW 36.70A.170. A pattern of more intensive rural  
20 development, as provided in RCW 36.70A.070(5)(d), is not urban  
21 growth. When allowed to spread over wide areas, urban growth  
22 typically requires urban governmental services. "Characterized by  
23 urban growth" refers to land having urban growth located on it, or to  
24 land located in relationship to an area with urban growth on it as to  
25 be appropriate for urban growth.

26 ~~((+26+))~~ (29) "Urban growth areas" means those areas designated  
27 by a county pursuant to RCW 36.70A.110.

28 ~~((+27+))~~ (30) "Very low-income household" means a single person,  
29 family, or unrelated persons living together whose adjusted income is  
30 at or below fifty percent of the median household income adjusted for  
31 household size, for the county where the household is located, as  
32 reported by the United States department of housing and urban  
33 development.

34 ~~((+28+))~~ (31) "Wetland" or "wetlands" means areas that are  
35 inundated or saturated by surface water or groundwater at a frequency  
36 and duration sufficient to support, and that under normal  
37 circumstances do support, a prevalence of vegetation typically  
38 adapted for life in saturated soil conditions. Wetlands generally  
39 include swamps, marshes, bogs, and similar areas. Wetlands do not  
40 include those artificial wetlands intentionally created from



1 nonwetland sites, including, but not limited to, irrigation and  
2 drainage ditches, grass-lined swales, canals, detention facilities,  
3 wastewater treatment facilities, farm ponds, and landscape amenities,  
4 or those wetlands created after July 1, 1990, that were  
5 unintentionally created as a result of the construction of a road,  
6 street, or highway. Wetlands may include those artificial wetlands  
7 intentionally created from nonwetland areas created to mitigate  
8 conversion of wetlands.

9 NEW SECTION. **Sec. 7.** A new section is added to chapter 36.70A  
10 RCW to read as follows:

11 In addition to ordinances, development regulations, and other  
12 official controls adopted or amended, a city or county should  
13 consider policies to encourage the construction of accessory dwelling  
14 units as a way to meet affordable housing goals. These policies could  
15 include, but are not limited to:

16 (1) The city or county may not require the owner of a lot on  
17 which there is an accessory dwelling unit to reside in or occupy the  
18 accessory dwelling unit or another housing unit on the same lot;

19 (2) The city or county may require the owner not to use the  
20 accessory dwelling unit for short-term rentals;

21 (3) The city or county may not count residents of accessory  
22 dwelling units against existing limits on the number of unrelated  
23 residents on a lot;

24 (4) The city or county may not establish a minimum gross floor  
25 area for accessory dwelling units that exceeds the state building  
26 code;

27 (5) The city or county must make the same allowances for  
28 accessory dwelling units' roof decks, balconies, and porches to  
29 encroach on setbacks as are allowed for the principal unit;

30 (6) The city or county must apply abutting lot setbacks to  
31 accessory dwelling units on lots abutting zones with lower setback  
32 requirements;

33 (7) The city or county must establish an amnesty program to help  
34 owners of unpermitted accessory dwelling units to obtain a permit;

35 (8) The city or county must permit accessory dwelling units in  
36 structures detached from the principal unit, must allow an accessory  
37 dwelling unit on any lot that meets the minimum lot size required for  
38 the principal unit, and must allow attached accessory dwelling units  
39 on any lot with a principal unit that is nonconforming solely because

1 the lot is smaller than the minimum size, as long as the accessory  
2 dwelling unit would not increase nonconformity of the residential use  
3 with respect to building height, bulk, or lot coverage;

4 (9) The city or county may not establish a maximum gross floor  
5 area requirement for accessory dwelling units that are less than  
6 1,000 square feet or 60 percent of the principal unit, whichever is  
7 greater, or that exceeds 1,200 square feet;

8 (10) A city or county must allow accessory dwelling units to be  
9 converted from existing structures, including but not limited to  
10 detached garages, even if they violate current code requirements for  
11 setbacks or lot coverage;

12 (11) A city or county may not require public street improvements  
13 as a condition of permitting accessory dwelling units; and

14 (12) A city or county may require a new or separate utility  
15 connection between an accessory dwelling unit and a utility only when  
16 necessary to be consistent with water availability requirements,  
17 water system plans, small water system management plans, or  
18 established policies adopted by the water or sewer utility provider.  
19 If such a connection is necessary, the connection fees and capacity  
20 charges must:

21 (a) Be proportionate to the burden of the proposed accessory  
22 dwelling unit upon the water or sewer system; and

23 (b) Not exceed the reasonable cost of providing the service.



--- END ---

Exhibit 2: Planning Commission Response Memo



COMMUNITY DEVELOPMENT DEPARTMENT  
33325 8<sup>th</sup> Avenue South  
Federal Way, WA 98003-6325  
253-835-7000  
[www.cityoffederalway.com](http://www.cityoffederalway.com)  
Jim Ferrell, Mayor

## MEMORANDUM

**DATE:** 25 August 2021  
**TO:** Federal Way Planning Commission  
**FROM:** Brian Davis   
Director of Community Development  
Keith Niven, AICP, CEcD   
Planning Manager  
**SUBJECT:** Response Memo – Proposed Code Amendments For Permanent Supportive Housing and Emergency Housing And Shelter (File 21-103086-00-UP)

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The following issues were discussed as part of the Public Hearing on 18 August 2021 relating to the proposed code amendments. Staff's response follows the issue raised.

1. How will the Department of Commerce determine the Need for Federal Way and will existing units count towards meeting the City's need?

Under HB 1220, cities must inventory and analyze existing and projected housing needs for permanent supportive housing and transitional housing and emergency housing and shelter. As a result, existing units will be analyzed and incorporated into determining future need.

Staff also sent a request for additional information to the Department of Commerce on Thursday, 19 August 2021.

Staff received the following response from Commerce:

"We are engaging a consultant to provide the projections of housing for next year. We do not have a current methodology, and will expect our consultant to work with King County and other jurisdictions to develop the methodology to project housing need – for all income segments, and for the temporary and emergency housing and PSIH.

Were you looking at the shelters, transitional housing and PSIH? We don't have anything for that right now. I was looking at King County's subregional estimates for that housing need with another jurisdiction, and then estimating portion, projecting ahead, and using that as the basis of "allowing" those types of housing. We are recommending classic "show your work" cover for your code amendments."

2. Relook at the methodology for determining need.

*See Attachment 1*

3. The presentation identifies investments in permanent supportive housing have helped decrease the number of chronically homeless individuals by eight percent since 2007. Does King County have an expectation for success from the Housing First approach?

Staff called King County Department of Community and Human Services on Friday, 20 August 2021. Staff received the following information from King County:

For PSH our region has the following performance expectations for permanent supportive housing.



“Our expectation for PSH are as follows:

- Permanently Housed: 90% of people referred to PSH are permanently housing
- Length of Stay: N/A, because the expectation is that people stay permanently
- Return to Homelessness: 5% (adults and families)...meaning that 95% retain their permanent supportive housing
- Homeless Entries: 90% are literally homeless at entry to PSH
- Utilization Rate: 85% of all PSH units are leased at all times w/in a building (and across the system)”

Parking requirements should account for employees.

*Agreed.* Staff looked for similar examples of housing and employees being in the same facility in the code and would suggest the number of spaces for employees be handled similar to the provisions for convalescent centers. Staff would suggest the following revisions:

Zone	Initial Proposal	Updated Proposal
SE	1-2/units	1-2/units and 1 for every 2 employees
SF	1-2/units	1-2/units and 1 for every 2 employees
MF	1-2/units	1-2/units and 1 for every 2 employees
NB	1-2/units	1-2/units and 1 for every 2 employees
CB	1-2/units	1-2/unist and 1 for every 2 employees
CC-C	1-2/units	1-2/units and 1 for every 2 employees
CC-F	1-2/units	1-2/units and 1 for every 2 employees
CE	1-2/units	1-2/units and 1 for every 2 employees

5. Does the city know how many shelter and PSH units exist in the city currently?

The city currently does not keep a database of this information. However, Community Services staff identified the following existing units, which represent the city's best estimate of currently existing units:

*Permanent Supportive Housing*

- Multi-Service Center, William J Wood for veterans and their families: 44 units

*Transitional Housing:*

- FUSION, scattered site for families: 20± units

*Shelter*

- FUSION: family shelter, 29 rooms
- CCS, Temporary location for adults: 20± double occupancy rooms beds (Red Lion)

6. How many households in Federal Way are currently at imminent risk of becoming homeless?

From the draft Housing Action Plan:

Severely Cost Burdened (paying 50%+ of income for housing):

*Ownership* – 5,861

*Rental* – 4,093

***Total*** – 9,954 households

The city does not have access to any other data to help inform this response.

7. Is there a way to prioritize housing for families?

Staff is unaware of a way to write code to address this desired outcome. This seems more appropriate to be included as a new policy for the comprehensive plan when the housing element is updated.

8. Can the spacing for single-family be increased?

Potentially yes:

- a. Increase the separation requirement from ½ mile to 1 mile (*See Attachment 3*).

9. Can the city require the operators to require background checks for residents?

*See Attachment 2*

10. Can the city require treatment for residents with substance addictions?

*See Attachment 2*

11. Delay these proposed amendments until the city can review peer cities ordinances.

It is staff's recommendation that the Planning Commission recommend to the Council the adoption of the proposed code amendments as revised. As was stated in the hearing on 18 August 2021, by adopting the new code, the city will have protection measures in place that will not be part of code if these amendments are postponed. After the statutory deadline for compliance on September 25, all cities will be subject to state law which mandates allowance of shelter and PSH uses. This means an unlimited number of shelter or PSH projects could be built in a city that has not adopted standards and limitations such as those being proposed.

12. Can the city provide a map showing spacing for single-family zones?

*See Attachment 3*

#### **RECOMMENDATION**

- a. Revise the proposed parking requirements as contained in this memorandum; and
- b. Include the operational requirements (*Attachment 2*); and
- c. Increase the separation for single-family zones to 1 mile.



## ATTACHMENT 1 – Reevaluating Projected Need

1. Staff reached out to other cities to understand how they forecasted need.
2. Staff reread and re-evaluated the Point-in-Time Count

1. Outreach to other cities, their responses are provided below

**Kent:** "...did not include a forecast number as part of their code revision process, we are proposing to reexamine the standards after the city receives information from Commerce"

**Auburn:** "The legislation specifies to be effective the implementation must funded by the legislature. Even if this should change and the legislature provides funds, the city has been receptive to parts of HB 1220 and did not feel that a more immediate response by the unrealistic deadline in September is required, if we are making progress towards implementation of some of the provisions. Auburn has recently been selected as one of the sites for King County's Health through Housing project sites for conversion of a hotel and with our Mayor's support."

**Tukwila:** "Tukwila is not trying to estimate what commerce may decide is our projected need. Our draft ordinance caps the size of facilities by zone and includes spacing and location requirements. If those constrain the number of facilities below what is later calculated as our need we will reevaluate then."

**Des Moines:** "We have yet to calculate the need but our initial approach is to do the following:

- Calculate the percentage of DM population within the Point-in-Time Count extent
- Use the same percentage of DM on the total point-in-time count
- N-value provides a general estimate
- Review past time counts to determine trend (if any) and consider what the amount would need to be in the next 5 years based on calculation"

**SeaTac:** "As to the Projected Need number, staff has landed on 100-150 people. How we came to this range:

- We believe the intent of this portion of legislation is to provide for currently homeless, those at imminent risk of homelessness, and those chronically homeless (for permanent supportive housing).
- Based on that we turned to the King County 2020 Point-in-Time Count: 2020 Seattle/King County Point-in-Time Count of Individuals Experiencing Homelessness
- Utilizing the Point-in-Time Count, SeaTac's proportional share of homeless was 99. We went up to 150 due to a statement in the county report that the numbers were found were most likely an undercount."

**Renton:** "To estimate the projected need for emergency housing and shelters, staff used data from the 2020 Seattle/King County Point-in-Time Count of Individuals Experiencing Homelessness (Count-Us-In-2020-Final.pdf (kcrha.org)). Because Renton accounts for approximately 17.5% of the southwest population, staff posits that the city's projected need for emergency housing and shelters is approximately 329 beds (17.5% of 1,880)."

## 2. Point-in-Time Count – reevaluation

- a. Is 17% an accurate representation of Federal Way's share?

Staff's extrapolation of Federal Way's share of SW King County (17%) is consistent with the methodology used by Renton, SeaTac, Des Moines and Covington. Staff did not receive a response from staff's request for more specific data for the city (email sent to Allhome on 19 August 2021). No changes are recommended.

- b. Is the Point-in-Time Count an under-representation?

The Point-in-Time Count is a statistically significant measurement of the number of homeless individuals on one night per year in January. The Point-in-Time Count is generally considered to be an under-representation of the total number of homeless individuals; however, the degree of under-representation is unclear and has not been quantified. Two factors contribute to a potential under-representation are methodology of count, as well as the use of a single count on a single night of the year.

- c. Should the city apply a multiplier to determine its Projected Need?

No.

Although the city believes the Point-in-Time Count is generally considered to be under-representative of the total number of homeless individuals as discussed above, staff are recommending no multiplier be applied for the following reasons:

- i. The statistical accuracy claimed by the authors of the study (95%);
- ii. The 2020 data included an internal "multiplier" used in previous years to account for individuals in cars or vacant buildings that could not be physically seen and counted by surveyors;
- iii. Although staff initially suggested using a 2.5 multiplier based on a 2001 study analyzing nationwide Point-in-Time counts, the Commission raised concerns this study was dated and may not reflect the accuracy of the 2020 Seattle/King County Count; and
- iv. The Point-in-Time Count counts individuals. However, the Projected Need for the city is calculated on a per-unit basis, as opposed to an individual basis. Invariably, some units will be occupied by individuals and some by households of two or more. As provided in the report (see the table below), almost 27% of the 11,751 counted individuals were part of a household. By basing the city's projected unit need on our proportionate share of the 11,751 individuals – as opposed to our proportionate share of households – the city's methodology creates a built-in 27% buffer to account for any potential undercount resulting from the Point-in-Time study.

### HUD Reported Data: Household Totals

ALL HOUSEHOLDS: TOTALS					
Totals					
	Sheltered ES	Sheltered TH	Sheltered SH	Unsheltered	Total
Total number of households	3235	977	81	4329	8622
Total number of persons	4085	2007	81	5578	11751



3. Conclusion:

Revise the Projected Need for Federal Way from 1,123 to 450 (combined PSH and Shelter), consisting of 194 units (43%) of emergency housing and shelter; and, 256 units (57%) of permanent supportive housing and transitional housing. These percentages are derived from the respective proportions of transitional housing, disabled housing, and shelter housing found in the Point-in-Time Count.

Taking the existing count as well as what is in the pipeline (King County proposals):

	Projected Need	Existing	Proposed	Remainder to meet Projected Need
Emergency housing and emergency shelter	194	29 <sup>1</sup>	90 (Red Lion)	75
Permanent supportive housing and transitional housing	256	64	101 (Extended Stay)	91

<sup>1</sup>There are an additional 20 units that are currently located at the Red Lion that will be part of the 90 proposed.

**RATIONALE**

- Using the 2020 Seattle King County Point-in-Time Count is the best source of current data available to base the city's Projected Need.
- Utilizing the best data available, taking the proportionate share of homeless from the Point-in-Time Count for SW King County as a direct percentage of the city's population as a percentage of those cities and areas comprising the SW King County region (17%) represents a reasonable, non-arbitrary decision and is consistent with other cities' approaches.
- There are adequate reasons (as stated above) for not applying a multiplier to the final adjusted Point-in-Time Count, and no data or basis upon which to quantify such an additional multiplier is available to the city at this time.

## ATTACHMENT 2 – Additional Special Regulations and Notes

Following review and consideration of comments from the Planning Commission, public comments, and review of the legality of imposing additional regulations, staff recommend including the following as Special Regulations and Notes to each zone use chart as part of this amendment:

- A. In single-family and multi-family residential zones, residents must be referred by providers of housing and services for people experiencing homelessness. Direct intake of residents at the site is not allowed.
- B. A description of transit, pedestrian, and bicycle access from the subject site to services and schools must be provided to the residents.
- C. An operations plan must be provided that addresses the following elements:
  - 1. Roles and responsibilities of key staff;
  - 2. Site/facility management, including a security and emergency plan;
  - 3. Site/facility maintenance;
  - 4. Occupancy policies, including resident responsibilities and a code of conduct that includes, at a minimum, a prohibition on threatening and unsafe behavior, and the on-site use and sale of illegal drugs;
  - 5. Access to human and social services, including a staffing plan and expected outcome measures; and
  - 6. Procedures for maintaining accurate and complete records.
- D. Providers and/or managing agencies shall have either a demonstrated experience providing similar services to people experiencing homelessness, certifications or academic credentials in an applicable human service field, and/or applicable experience in a related program with people experiencing homelessness.
- E. For health and safety reasons, the sponsor and/or managing agency shall take all reasonable and legal steps to obtain verifiable identification information, including full name and date of birth, from current and prospective residents, and shall keep a log containing this information.
- F. People who are required to register as a sex offender are prohibited from residing in the facility.
- G. Should the provider become aware of a current or prospective resident who has an active felony warrant, it shall follow set protocol for contacting the FWPd and addressing these warrants.

[illegible]



[illegible]

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE of the City of Federal Way, Washington, relating to permanent supportive housing and transitional housing, and emergency housing and shelter; amending FWRC 19.05.040, 19.05.050, 19.05.190, 19.205.080, 19.215.070, and 19.220.100; repealing FWRC 19.105.060 and 19.230.080; and adding new sections 19.195.015, 19.200.045, 19.220.105, 19.225.055, 19.225.075, 19.230.055, 19.230.065, 19.240.085, and 19.240.095. (Amending Ordinance Nos. 94-233, 96-270, 97-297, 99-333, 01-385, 02-423, 06-515, 07-559, 08-585, 09-593, 09-605, 09-610, 12-713, 13-754, 14-778, 15-797, 17-834, 18-850, 18-884, and 20-898.)**

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WHEREAS, on May 12, 2021, the Washington State legislature enacted ESSHB 1220 (“HB 1220”), which after partial veto by Governor Jay Inslee became Chapter 254, Laws of 2021; and

WHEREAS, HB 1220 took effect on July 25, 2021; and

WHEREAS, HB 1220 Section 3 preempts code city zoning authority as follows:

A code city shall not prohibit transitional housing or permanent supportive housing in any zones in which residential dwelling units or hotels are allowed. Effective September 30, 2021, a code city shall not prohibit indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed, except in such cities that have adopted an ordinance authorizing indoor emergency shelters and indoor emergency housing in a majority of zones within a one-mile proximity to transit; and

WHEREAS, HB 1220 expressly permits code cities to impose reasonable occupancy, spacing, and/or intensity of use requirements on permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters to protect public health and safety; and

WHEREAS, any such requirements on occupancy, spacing, and intensity of use may not prevent the siting of a sufficient number of permanent supportive housing, transitional housing,

indoor emergency housing, or indoor emergency shelters necessary to accommodate each code city's projected need for such housing and shelter; and

WHEREAS, the Washington State Department of Commerce ("Department of Commerce") has not provided the City of Federal Way ("City") with the inventory and analysis of the City's projected housing needs for permanent supportive housing, transitional housing, emergency housing, and emergency shelter as contemplated by HB 1220 Section 2; and

WHEREAS, the City communicated with the Department of Commerce regarding the availability of the inventory and analysis of the City's projected housing needs for permanent supportive housing, transitional housing, emergency housing, and emergency shelter as contemplated by HB 1220 Section 2; and

WHEREAS, the Department of Commerce indicated that it does not have the relevant data contemplated by HB 1220 Section 2, but is in the process of obtaining a consultant to develop the data over the coming months and anticipates having data available to send to King County by late 2022/early 2023; and

WHEREAS, due to the lack of relevant data available from the Department of Commerce, the City Council of the City of Federal Way ("City Council") finds that it is reasonable and necessary to utilize existing and available data to determine the City's projected housing needs for permanent supportive housing, transitional housing, emergency housing, and emergency shelter until such time as the Department of Commerce provides the data regarding the City's projected need; and

WHEREAS, the 2020 Seattle/King County Point-In-Time Count of Persons Experiencing Homelessness identified 1,937 sheltered and unsheltered individuals in Southwest King County as a whole; and

WHEREAS, the City's total population constitutes 17% of the total population of Southwest King County; and

WHEREAS, applying the City's proportionate share of the overall population of Southwest King County (17%) to the total number of persons experiencing homelessness in Southwest King County (1937) results in the City's current proportionate share of persons experiencing homelessness equaling 329; and

WHEREAS, data from the 2020 Seattle/King County Point-In-Time Count of Persons Experiencing Homelessness indicates that the number of people experiencing homelessness has increased at a rate of ten percent over the past four-year period and it is reasonable to assume that the current growth rate will continue; and

WHEREAS, by the year 2040, the City's projected need, including existing and future permanent supportive housing, transitional housing, emergency housing, and emergency shelter in the City, will therefore equal 482; and

WHEREAS, data from the 2020 Seattle/King County Point-In-Time Count of Persons Experiencing Homelessness and an inventory of existing permanent supportive housing, transitional housing, emergency housing, and emergency shelter in the City indicate that the projected need in the City should be divided into 43% emergency housing and emergency shelter, and 57% permanent supportive housing and transitional housing; and

WHEREAS, reasonable intensity, spacing, and occupancy requirements on permanent supportive housing, transitional housing, emergency housing, and emergency shelter are necessary to protect public health and welfare, and must be based on data currently available to the City; and

WHEREAS, the reasonable intensity, spacing, and occupancy requirements contained in this ordinance do not prevent the siting of a sufficient number of permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelter necessary to accommodate the City's projected need for such housing and shelter; and

WHEREAS, an Environmental Determination of Nonsignificance ("DNS") was properly issued for these code amendments on July 16, 2021, and no comments or appeals were received and the DNS was finalized on July 30, 2021 and the appeal period expired on August 23, 2021; and

WHEREAS, the Planning Commission properly conducted a duly noticed Public Hearing on these code amendments on August 18, 2021 and September 1, 2021; and

WHEREAS, on September 1, 2021, the Planning Commission sent the code amendments to the Land Use & Transportation Committee of the City Council with no recommendation as to adoption of the code amendments; and

WHEREAS, the Land Use & Transportation Committee of the City Council of the City of Federal Way conducted a study session on these code amendments on September 13, 2021; and

WHEREAS, the Land Use & Transportation Committee of the Federal Way City Council considered these code amendments on September 13, 2021, and recommended adoption of the code amendments; and

WHEREAS, the City recognizes the need to periodically modify Title 19 of the Federal Way Revised Code ("FWRC"), "Zoning and Development Code," in order to conform to state and federal law, codify administrative practices, clarify and update zoning regulations as deemed



necessary, and improve the efficiency of the regulations and the development review process;  
and

WHEREAS, this ordinance, containing amendments to development regulations and the text of Title 19 FWRC, has complied with Process VI review, Chapter 19.80 FWRC, pursuant to Chapter 19.35 FWRC; and

WHEREAS, it is in the public interest for the City Council to adopt the new and amended development regulations for FWRC Title 19 allowing permanent supportive housing and transitional housing and emergency housing and shelter within the City of Federal Way to conform with state law, the City Comprehensive Plan, and the public health and safety.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FEDERAL WAY, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Findings. The City Council of the City of Federal Way makes the following findings with respect to the proposed amendments.

- (a) The recitals set forth above are hereby adopted and restated as findings of fact.
- (b) These code amendments are in the best interest of the residents of the City and will benefit the City as a whole by ensuring conformance with state law, protecting public health and safety, and clarifying items within the Code resulting in less need for interpretation.
- (c) These code amendments comply with Chapter 36.70A RCW, Growth Management.
- (d) These code amendments are consistent with the intent and purpose of Title 19 FWRC and will implement and are consistent with the applicable provisions of the Federal Way Comprehensive Plan.

(e) These code amendments bear a substantial relationship to, and will protect and not adversely affect, the public health, safety, and welfare.

(f) These code amendments have followed the proper procedure required under the FWRC.

Section 2. Conclusions. Pursuant to Chapter 19.80 FWRC and Chapter 19.35 FWRC, and based upon the recitals and the findings set forth in Section 1, the Federal Way City Council makes the following Conclusions of Law with respect to the decisional criteria necessary for the adoption of the proposed amendments:

(a) The proposed FWRC amendments are consistent with, and substantially implement, the following Federal Way Comprehensive Plan goals and policies:

**HP12:** The FWRC and Land Use chapter of the FWCP will be coordinated to facilitate locating housing affordable to low-income, very low-income, and special needs households throughout the City, especially around the City Center and other areas that provide proximity to employment, safe and convenient access to transportation and human services, and adequate infrastructure to support housing development.

**HG5:** Develop a range of affordable housing opportunities for low-income households consistent with the CWPPs and the needs of the community.

**HP21:** Promote fair housing access to all persons without discrimination.

**HG7:** Develop a range of housing opportunities that meet the requirements of people with special housing needs, including the elderly, mentally ill, victims of domestic abuse, and persons with physical and/or developmental disabilities.

**HP39:** Periodically review the FWRC and remove any regulatory barriers to locating special needs housing and emergency and transitional housing within the City as required

by the federal Fair Housing Act, to avoid over-concentration, and to ensure uniform distribution throughout all residential and mixed-use zones.

**HP40:** Review permit applications for special needs housing in close coordination with service providers and the City's Community Services Division.

**HP41:** Assist special needs housing developers, local service organizations, and self help groups to obtain funding and support.

**HP42:** Ensure that access to special needs housing is provided without discrimination.

**HG8:** Develop emergency shelter and transitional housing facilities for the homeless.

**HP43:** Coordinate City actions related to homelessness with the City's Community Services Division and non-profit housing and human services providers.

**HP44:** Emergency shelters should be permitted and regulated to ensure there are adequate opportunities to locate them within the City, to avoid overconcentration of facilities, to ensure that such facilities and housing are properly managed, and to avoid or mitigate significant impacts on existing residential neighborhoods or other surrounding uses.

(b) The proposed FWRC amendments bear a substantial relationship to the public health, safety, and welfare because they provide for a diverse number of supportive housing and shelter types to address temporary and chronic homelessness, including supportive services designed to improve health and housing outcomes, while imposing reasonable occupancy, spacing, and intensity of use requirements on such uses to protect public health and safety.

(c) The proposed amendments are in the best interest of the public and the residents of the City of Federal Way because they provide for a diverse number of supportive housing and shelter types to address temporary and chronic homelessness, including supportive services

designed to improve health and housing outcomes, while imposing reasonable occupancy, spacing, and intensity of use requirements on such uses to protect public health and safety.

Section 3. FWRC 19.05.040 is hereby amended to read as follows:

**19.05.040 D definitions.**

*“Day care facility, commercial”* means the temporary, nonresidential care of persons on a recurring basis. See FWRC Title 19, Division VI, Zoning Regulations.

*“Dedication”* means the deliberate appropriation of land by its owner for public use or purpose, reserving no other rights than those that are compatible with the full exercise and enjoyment of the public uses or purposes to which the property has been devoted.

*“Deleterious substance”* includes, but is not limited to, chemical and microbial substances that are classified as hazardous materials, as defined in this chapter, whether the substances are in usable or waste condition, that have the potential to pose a significant groundwater hazard, or for which monitoring requirements of treatment-based standards are enforced under Chapter 246-290 WAC.

*“Development”* means any human activity consisting of any construction, expansion, reduction, demolition, or exterior alteration of a building or structure; any use, or change in use, of a building or structure; any human-caused change to land whether at, above, or below ground or water level; and any use, or change in use, of land whether at, above, or below ground or water level. Development includes, but is not limited to, any activity that requires a permit or approval under zoning ordinances, subdivision ordinances, building code ordinances, critical areas ordinances, all portions of a shoreline master program, surface water ordinances, planned unit development ordinances, binding site plan ordinances, and development agreements; including but not limited to any activity that requires a building permit, grading permit, shoreline

substantial development permit, conditional use permit, special use permit, zoning variance or reclassification, subdivision, short subdivision, urban planned development, binding site plan, site development, or right-of-way use permit. Development also includes, but is not limited to, filling, grading, paving, dredging, excavation, mining, drilling, bulkheading; driving of piling; placing of obstructions to any right of public use; and the storage of equipment or materials.

*“Development regulation”* means controls placed on development or land use, but does not include decisions to approve a project permit application even though they may be expressed in a resolution or ordinance.

*“Diameter at breast height (dbh)”* means the diameter of a tree trunk as measured at four and one-half feet above the ground surface.

*“Director”* means the director of the department of community development, also known as the department of community development services, unless the context indicates otherwise.

*“Distillery”* means an establishment primarily engaged in the production of distilled spirits, including all of the equipment and materials required for such production, and may include accessory uses such as tours of the distillery, sales, and/or on-site consumption, e.g., a tasting room.

*“Domestic animal”* means an animal which can be and is customarily kept or raised in a home or on a farm.

*“Dredging”* means removal of earth and other materials from a body of water, a watercourse, or a wetland.

*“Dredging spoils”* means the earth and other materials removed from a body of water, a watercourse, or a wetland by dredging.

*“Driveway”* means an area of the subject property designed to provide vehicular access to a parking area or structure located on the subject property.

*“Dry land”* means the area of the subject property landward of the high-water line.

*“Dwelling unit”* means one or more rooms in a structure or structures, excluding mobile homes and outdoor storage containers and similar structures used or designed to be used as living facilities, providing complete, independent living facilities exclusively for one family, including permanent provisions for living, sleeping, cooking and sanitation. A factory-built home or manufactured home is considered a dwelling unit under this title only if it meets the standards and criteria of a designated manufactured home established in RCW 35A.63.145. There are the following 102 types of dwelling units:

(1) *“Dwelling unit, attached”* means a dwelling unit that has one or more vertical walls in common with or attached to one or more other dwelling units or other uses and does not have other dwelling units or other uses above or below it.

(2) *“Dwelling unit, detached”* means a dwelling unit that is not attached or physically connected to any other dwelling unit or other use.

(3) *“Dwelling unit, efficiency”* means a small one-room unit, which includes all living and cooking areas with a separate bathroom.

(4) *“Dwelling unit, stacked”* means a dwelling unit that has one or more horizontal walls in common with or attached to one or more other dwelling units or other uses and may have one or more vertical walls in common with or adjacent to one or more other dwelling units or other uses.

(5) *“Dwelling unit, multifamily”* means a building containing two or more dwelling units, which are either attached or stacked. See definition of “dwelling unit, townhouse.”

(6) "*Dwelling unit, senior citizen housing*" means housing available for the exclusive occupancy of persons over 55 years of age.

(7) "*Dwelling unit, small lot detached*" means detached residential dwelling units developed on multifamily-zoned property. Each unit is located on its own fee-simple lot. One of the dwelling unit's sides may rest on a lot line (zero lot line) when certain site development conditions are met.

(8) "*Dwelling unit, special needs housing*" means housing not specifically defined by this title, and which will be processed under the classification most closely related to the proposed use, as determined by the director.

(9) "*Dwelling unit, studio*" means a one-room unit, which includes all living and cooking areas with a separate bathroom. Studios may have a wide open living space, and are typically larger than an "efficiency apartment." Studio apartments can contain a loft.

(10) "*Dwelling unit, townhouse*" means a type of attached multifamily dwelling in a row of at least two such units in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more vertical common fire-resistant walls.

(11) "*Dwelling unit, zero lot line townhouse*" means attached residential dwelling units with common (or "party") walls. Each unit is located on a lot in such a manner that one or more of the dwelling's sides rest on a lot line. Each unit has its own entrance opening to the outdoors (to the street, alley, or private tract) and, typically, each house is a complete entity with its own utility connections. Although most townhouses have no side yards, they have front and rear yards. The land on which the townhouse is built, and any yard, is owned in fee simple.

(12) "Dwelling unit, permanent supportive housing and transitional housing" means housing that combines low-barrier affordable housing, health care, and supportive services for individuals and families experiencing homelessness or at imminent risk of homelessness and persons with a disability that presents barriers to employment and housing stability. Permanent supportive housing may prioritize people who need comprehensive support services to retain tenancy and utilize admissions practices designed to use lower barriers to entry than would be typical for other subsidized or unsubsidized rental housing. Permanent supportive housing has no limit on length of stay, whereas transitional housing is typically no more than two years. Permanent supportive housing is paired with on-site or off-site voluntary services.

Section 4. FWRC 19.05.050 is hereby amended to read as follows:

**19.05.050 E definitions.**

"*Easement*" means the right to use the real property of another for a specific purpose.

"*EMF*" means electromagnetic field, which is the field produced by the operation of equipment used in transmitting and receiving radio frequency signals. This term includes "radio frequency" or "RF radiation."

"*Erosion*" means the removal and transport of soils or rock fragments by water, wind, ice, or similar natural forces.

"Emergency housing and shelter" means any permanent structure that provides temporary shelter or accommodations for individuals or families who are currently homeless or at imminent risk of becoming homeless and may include day and warming centers that do not provide overnight accommodations.

"*Essential public facility*" is any facility or conveyance that:



- (1) Is typically difficult to site due to unusual site requirements and/or significant public opposition;
- (2) Is a necessary component of a system, network or program which provides a public service or good;
- (3) Is owned or operated by a unit of local or state government, a private or nonprofit organization under contract with a unit of government or receiving government funding, or private firms subject to a public service obligation; and
- (4) Meets the following definitions of either a Class I or a Class II essential public facility:

(a) Class I facilities are those facilities of a county, regional or state-wide nature intended to serve a population base that extends significantly beyond the boundaries of the city. Class I facilities may include several local jurisdictions or a significant share of the Puget Sound regional population and may include, but are not limited to, the following:

- (i) State or regional education facilities (except minor branch facilities), including: research facilities, university branch campuses, and community colleges;
- (ii) State or regional transportation facilities, including: light and/or standard rail lines, commuter terminals, transit centers, and park-and-ride lots in residential zones;
- (iii) State or regional correctional facilities;
- (iv) Solid waste handling facilities (large scale), including: transfer stations and recycling centers;
- (v) Sewage treatment plants;
- (vi) Power plants;

(b) Class II facilities are those facilities of a local nature intended to meet the service needs of the local community. Class II facilities are typically characterized by providing some type

of in-patient care, assistance, or monitoring and may include, but are not limited to, the following:

- (i) Substance abuse facilities;
- (ii) Mental health facilities;
- (iii) Group homes/special needs housing;
- (iv) Local schools, including: elementary schools, middle schools, and high schools;
- (v) ~~Social service transitional housing, including: domestic violence shelters, homeless shelters, and work-release.~~

*“Excavate”* or *“excavation”* means the mechanical removal of soils or underlying strata.

*“Exposed building face”* for sign regulations means the building exterior wall of a single-occupant building or the building exterior wall of an individual tenant’s leased space in a multi-tenant complex, including the vertical distance between eaves and ridge of a pitched roof above it, used for sign area calculation for building-mounted signs.

Section 5. FWRC 19.05.190 is hereby amended to read as follows:

**19.05.190 S definitions.**

*“Schools”* means institutions of learning, excluding those offering post-secondary education, offering instruction in the several branches of learning and study required by the Basic Education Code of the State of Washington to be taught in public, private and parochial schools, including those disciplines considered vocational, business-related, or trade in nature.

*“Secondhand merchandise”* means used or remanufactured goods and includes used books, records, clothing, furniture, and appliances; and includes such merchandise typically for sale or found at pawn shops, thrift stores, consignment stores, and flea markets. Secondhand

merchandise does not include used, remanufactured, or junk motor vehicles or boats; nor antiques or collectibles.

*"Self-service storage facilities"* means a structure or group of structures for the storage of personal property where individual stalls or lockers are rented out to different tenants for storage.

*"Shared access points"* means a common point of vehicle access from a street to more than one lot or use.

*"Sight line"* means the line of vision from a person to a place or building.

*"Sign"* means any communication device, structure, fixture, or placard that uses colors, words, letters, numbers, symbols, graphics, graphic designs, figures, logos, trademarks, and/or written copy for the purpose of:

- (1) Providing information or directions; or
- (2) Promoting, identifying, or advertising any place, building, use, business, event, establishment, product, good, or service, and includes all supports, braces, guys, and anchors associated with such sign.

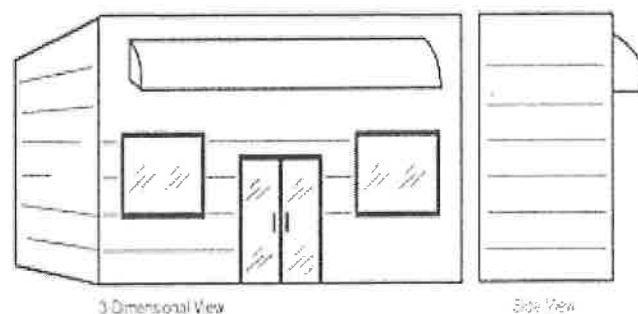
Painted wall designs or patterns which do not represent a product, service, or registered trademark, and which do not identify the user, are not considered signs. If a painted wall design or pattern is combined with a sign, only that part of the design or pattern which cannot be distinguished from the sign will be considered as part of the sign. The following types of signs are included in the definition of "signs":

- (1) *"Abandoned sign"* means any sign remaining in place after a sign has not been maintained for a period of 90 or more consecutive days or if the activity conducted on the subject property ceases for 180 consecutive days.

(2) *Advertised activity for freeway profile signs.* For the purpose of measuring from the advertised activity for an individual business, the distance shall be measured from the sign to the nearest portion of that building, storage, or other structure or processing area which is the most regularly used and essential to the conduct of the activity; and for a center identification sign, which identifies businesses within a multi-tenant complex, the distance shall be measured from the sign to the nearest portion of the combined parking area of the subject property.

(3) *“Animated or moving sign”* means any sign that uses movement or the appearance of movement of a sign display through the use of patterns of lights, changes in color or light intensity, computerized special effects, video display, or through any other method, chasing or scintillating lights, fluttering or moving lights, lights with stroboscopic effect, or containing elements creating sound or smell; except for the scrolling of a static message, scene, or color onto or off a sign board in one direction per message.

(4) *“Awning sign”* means a non-electric sign on the vertical surface or flap that is printed on, painted on, or attached to an awning or canopy. Illumination for the awning or canopy shall be for safety purposes only and, therefore, shall point toward the ground and not illuminate the canopy. (See also “marquee sign.”)



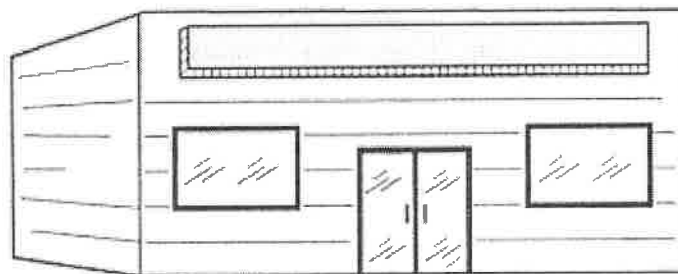
**Figure 1 – Awning or Canopy Sign**

(5) “*Banner*” means a sign made of any nonrigid material with no enclosing framework.

(6) “*Billboard*” means permanent outdoor advertising off-site signs containing a message, commercial or otherwise, unrelated to any use or activity on the subject property on which the sign is located, but not including civic event signs, signs oriented to the interior of sports fields, government signs, or instructional signs.

(7) “*Building-mounted signs*” means any sign attached to the facade or face of a building or mansard roof including without limitation wall signs, marquee signs, under-canopy signs and projecting signs.

(8) “*Cabinet sign*” means a sign constructed of a box, rigid material, or framework over or within which is secured the sign copy, text, graphics, or other sign elements. Cabinet signs may have either interior or exterior illumination.



**Figure 2 – Cabinet Sign**

(9) “*Canopy sign*” means the same as “awning sign.”

(10) “*Center identification sign*” means a building-mounted or freestanding sign that identifies the name and/or logo of a development containing more than one office, retail, institutional or industrial use or tenant and which may separately identify the tenants.

(11) “*Changeable copy sign*” means a sign whose informational content can be changed or altered (without changing or altering the sign frame, sign supports or electrical parts) by manual

or electric, electro-mechanical, or electronic means. A sign on which the message changes more than eight times a day shall be considered an electronic changeable message sign and not a changeable copy sign for purposes of this chapter. A sign on which the changing is an electronic or mechanical indication of time and/or temperature shall be considered a time and temperature sign and not a changeable copy sign.

(12) "*Construction sign*" means a temporary sign identifying an architect, contractor, subcontractor, and/or material supplier participating in construction on the property on which the sign is located. Construction signs also include "Coming Soon" and "Open During Construction" signs.

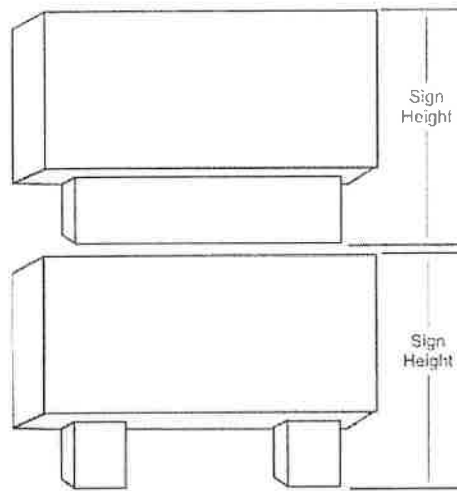
(13) "*Directional sign, on-site,*" means a sign giving directions, instructions, or facility information and which may contain the name or logo of an establishment but no advertising copy (e.g., parking, exit or entrance signs).

(14) "*Electrical sign*" means a sign or sign structure in which electrical wiring, connections, or fixtures are used.

(15) "*Electronic changeable message sign*" means an electronically activated sign whose message content, either whole or in part, may be changed by means of electronic programming.

(16) "*Flashing sign*" means a sign when any portion of it changes light intensity, switches on and off in a constant pattern, or contains moving parts or the optical illusion of motion caused by use of electrical energy or illumination.

(17) "*Freestanding sign*" means a sign supported permanently upon the ground by poles, pylons, braces or a solid base and not attached to any building. Freestanding signs include those signs otherwise known as "pedestal signs," "pole signs," "pylon signs," and "monument signs."



**Figure 3 – Freestanding Sign**

(18) “*Fuel price sign*” means a sign displaying the price of fuel for motorized vehicles.

(19) “*Ground-mounted sign*” means a pedestal sign, pole sign, pylon sign, monument sign, or any sign permanently affixed to the ground.

(20) “*Government sign*” means any temporary or permanent sign erected and maintained by any city, public utility, county, state, or federal government for designation of or direction to any school, hospital, hospital site, property, or facility, including without limitation traffic signs, directional signs, warning signs, informational signs, and signs displaying a public service message.

(21) “*Instructional sign*” means a sign which designates public information including, without limitation, public restroom signs, public telephone signs, exit signs and hours of operation signs.

(22) “*Integral sign*” means a sign displaying a building date, monument citation, commemorative inscription, or similar historic information.

(23) “*Kiosk*” means a freestanding sign, which may have a round shape or which may have two or more faces and which is used to provide directions, advertising or general information.

(24) "*Marquee sign*" means any sign attached to or supported by a marquee, which is a permanent roof-like projecting structure attached to a building.

(25) "*Menu board*" means a permanently mounted sign advertising the bill of fare for a drive-in or drive-through restaurant.

(26) "*Monument sign*" means a freestanding sign supported permanently upon the ground by a solid base of landscape construction materials such as brick, stucco, stonework, textured wood, tile or textured concrete materials harmonious with the materials of the primary structure on the subject property. (See drawing set forth in FWRC 19.140.170(3)(b), Figure 3.)

(27) "*Identification sign*" means a sign whose copy is limited to the name and address of a building, institution, or person and/or to the activity or occupation being identified.

(28) "*Identification sign (subdivision)*" means a freestanding or wall sign identifying a recognized subdivision, condominium complex, or residential development.

(29) "*Illuminated sign*" means a sign with an artificial light source incorporated internally or externally for the purpose of illuminating the sign.

(30) "*Incidental sign*" means a small sign, emblem, or decal informing the public of goods, facilities, or services available on the premises (e.g., a credit card sign or a sign indicating hours of business).

(31) "*Nameplate*" means a non-electric, on-premises identification sign giving only the name, address, and/or occupation of an occupant or group of occupants of the building.

(32) "*Neon (outline tubing) sign*" means a sign consisting of glass tubing, filled with neon gas, or other similar gas, which glows when electric current is sent through it.

(33) "*Nonconforming sign*" means any sign which was legally in existence on the effective date of this Code, February 28, 1990, or on the effective date of annexation if located in areas



annexed to the city thereafter, but which does not comply with this title or any other sections of this Code.

(34) "*Obsolete sign*" means a sign that advertises a product that is no longer made, a business that is no longer in operation, or an activity or event that has already occurred, except for historical signs.

(35) "*Off-site sign*" means a sign relating, through its message and content, to a business activity, use, product, or service not available on the subject property on which the sign is located.

(36) "*On-site sign*" means a sign which contains only advertising strictly applicable to a lawful use of the subject property on which the sign is located, including without limitation signs indicating the business transacted, principal services rendered, and goods sold or produced on the subject property, or name of the business and name of the person occupying the subject property.

(37) "*Pedestal sign*" means a freestanding sign supported permanently upon the ground by a solid base of landscape construction materials such as brick, stucco, stonework, textured wood, tile or textured concrete materials harmonious with the materials of the primary structure on the subject property. Such base shall be equal to at least 50 percent of the sign width. (See drawing set forth in FWRC 19.140.170(3)(a), Figure 1.)

(38) "*Point of purchase display or sign*" means an advertisement for an item accompanying its display indicating only instructions and the contents or purpose of the item (e.g., an advertisement on a product dispenser, tire display, recycling containers, collection containers, gas pumps, phone booths, etc.).

(39) "*Pole or pylon signs*" means freestanding signs supported permanently upon the ground by poles or braces of materials such as brick, stucco, stonework, textured wood, tile or textured

concrete materials harmonious with the materials of the primary structure on the subject property and not attached to any building. (See drawing set forth in FWRC 19.140.170(3)(a), Figure 2.)

(40) "*Political signs*" means temporary signs advertising a candidate or candidates for public elective office, or a political party, or signs urging a particular vote on a public issue decided by ballot in connection with local, state, or national election or referendum.

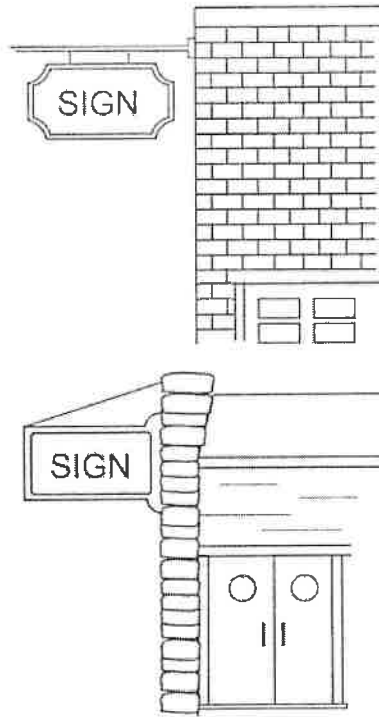
(41) "*Portable sign*" means any sign designed to be moved easily and not permanently affixed to the ground or to a structure or building. Portable signs differ from temporary signs in that portable signs are made of durable materials such as metal, wood, or plastic.

(42) "*Pre-opening sign*" means a temporary sign which identifies a new business moving into a new tenant space or building. The sign must include the name of the business and copy stating the business will open soon (e.g., "Coming Soon..." "Opening Soon...", etc.).

(43) "*Private advertising sign*" means a temporary sign announcing an event, use or condition of personal concern to the sign user including without limitation "garage sale" or "lost animal" signs.

(44) "*Private notice sign*" means a sign announcing a restriction or warning regarding the subject property, such as, but not limited to, "no trespassing" or "beware of dog."

(45) "*Projecting sign*" means a sign, other than a flat wall sign, which is attached to and projects from a building wall or other structure not specifically designed to support the sign.



**Figure 4 – Projecting Sign**

(46) “*Real estate, on-site sign*” means a sign placed on the subject property and announcing the sale or rental of the subject property.

(47) “*Roof sign*” means any sign erected, constructed, or placed upon, over, or extended above any portion of the roof of a building or structure, excluding signs affixed to the vertical face of a mansard or gambrel style roof, in which case a roof sign is any sign erected, constructed, or placed upon, over, or extended above the lowest vertical section of a mansard or gambrel roof.

(48) “*Snipe sign*” means a temporary sign or poster posted on trees, fences, light posts or utility poles, except those posted by a government or public utility.

(49) “*Temporary sign*” means a sign not constructed or intended for long-term use.

(50) “*Tenant directory sign*” means a sign for listing the tenants or occupants and then suite numbers of a building or center.

(51) "*Time and temperature sign*" means any sign that displays the current time and temperature, without any commercial message.

(52) "*Under-canopy sign*" means any sign intended generally to attract pedestrian traffic suspended beneath a canopy or marquee which is at a 90-degree right angle to the adjacent exposed building face and which contains no commercial messages other than the name of the business.

(53) "*Vehicle sign*" means a sign temporarily affixed or attached to a parked vehicle for the purpose of advertising a product or service, or providing directions to such products or services.

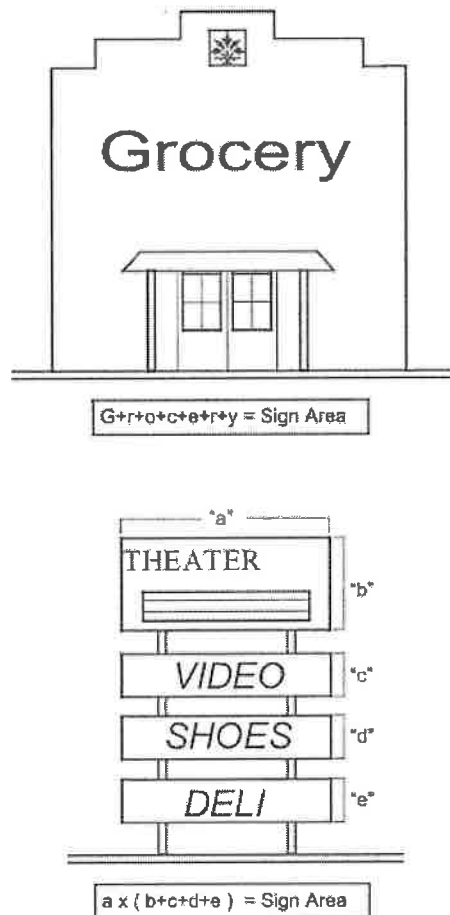
(54) "*Wall sign*" means either a sign applied with paint or similar substance on the surface of a wall or a sign attached essentially parallel to and extending not more than 24 inches from the wall of a building with no copy on the side or edges.

(55) "*Warning sign*" means any sign which is intended to warn persons of prohibited activities such as "no trespassing," "no hunting," and "no dumping."

(56) "*Window sign*" means all signs affixed to a window and intended to be viewed from the exterior of the structure.

"*Sign area*" means the entire area of a sign on which colors, words, letters, numbers, symbols, graphics, graphic design, figures, logos, trademarks and/or written copy is to be placed, excluding sign structure, architectural embellishments and framework. Sign area is calculated by measuring the perimeter enclosing the extreme limits of the module or sign face containing the graphics, letters, figures, symbols, trademarks, and/or written copy; except that sign area is calculated for individual letters, numbers, or symbols using a canopy, awning or wall as the background, without added decoration or change in the canopy, awning or wall color, by

measuring the perimeter enclosing each letter, number, or symbol and totaling the square footage of these perimeters.



**Figure 5 – Calculating Sign Area**

“*Sign face*” means the area of a sign on which the colors, words, letters, numbers, symbols, graphics, graphic design, figures, logos, trademark and/or written copy is placed.

“*Sign inventory sticker*” means the sticker that is assigned to any sign after it has been inventoried and determined to be a legal nonconforming sign.

“*Sign inventory sticker number*” means the inventory number that is assigned to a sign after it has been inventoried and determined to be a legal nonconforming sign.

*“Sign registration”* means the approval issued to any sign that has an approved sign permit and that has passed all inspections required by the city, or is in conformance with this Code after an analysis conducted as part of a sign inventory.

*“Silt”* or *“sediment”* means the soils or rock fragments mobilized and deposited by erosion, which are transported by, suspended in, or deposited by water.

*“Single housekeeping unit”* means a person, a group of not more than three persons, or a group of persons connected through blood, marriage or other legal relationships by not more than four degrees of affinity or consanguinity including persons under legal guardianship. Any limitation on the number of residents resulting from this definition shall not be applied to the extent it would prevent the city from making reasonable accommodations to disabled persons in order to afford such persons equal opportunity to use and enjoy a dwelling as required by the Federal Fair Housing Amendments Act of 1988, 42 USC 3604(f)(3)(b). This definition shall not be applied to the extent that it would cause a residential structure occupied by persons with handicaps, as defined in the Federal Fair Housing Amendments Act of 1988, to be treated differently than a similar residential structure occupied by other related or unrelated individuals.

*“Single-use building”* means a building which contains one use.

*“Site”* means subject property.

*“Small animals”* means dogs, cats, birds, small exotic animals (snakes, gerbils, mice, guinea pigs, etc.), foxes, bobcats and similar small wild animals.

~~*“Social service transitional housing”* means facilities providing temporary and transitional housing to individuals on an as-needed basis, operated by a nonprofit social service agency, licensed as required by the state, including, but not limited to, emergency shelters, homeless shelters, domestic violence shelters, and other such crisis intervention facilities; but excluding~~

~~offices and group homes as defined in this chapter. Any limitation on the number of residents in social service transitional housing shall not be applied if it prohibits the city from making reasonable accommodations to disabled persons in order to afford such persons equal opportunity to use and enjoy a dwelling as required by the Federal Fair Housing Amendments Act of 1988, 42 USC 3604(f)(3)(b). This definition shall not be applied to the extent that it would cause a residential structure occupied by persons with handicaps, as defined in the Federal Fair Housing Amendments Act of 1988, to be treated differently than a similar residential structure occupied by other related or unrelated individuals. See FWRC 19.105.060 and FWRC Title 19, Division VI, Zoning Regulations.~~

*“Spa”* means a commercial establishment offering health, relaxation, and beauty treatment primarily through such means as steam baths, baths, saunas, pools, and massage. See also *“public bathhouse”* in FWRC Title 12.

*“Specified anatomical areas”* shall mean the following:

- (1) Less than completely and opaquely covered human genitals, anus, pubic region, buttock or female breast below a point immediately above the top of the areola; or
- (2) Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

*“Specified sexual activities”* shall mean any of the following:

- (1) Human genitals in a state of sexual stimulation or arousal;
- (2) Acts of human masturbation, sexual intercourse, sodomy, oral copulation, or bestiality; or
- (3) Fondling or other erotic touching of human genitals, pubic region, buttocks, or female breasts, whether or not clothed, of oneself or of one person by another; or
- (4) Excretory functions as part of or in connection with any of the activities set forth in this definition.

*“State Environmental Policy Act”* means Chapter 43.21C RCW.

*“Storm drainage”* means the movement of water, due to precipitation, either surficially or subsurficially.

*“Story”* means the area of a structure between the floor and the horizontal supporting members of the ceiling directly above that floor. If a floor is, on average, at least three feet below finished grade, the area between that floor and the ceiling directly above is not a story.

*“Stream”* means a course or route, formed by nature, including those which have been modified by humans, and generally consisting of a channel with a bed, banks or sides throughout substantially all its length, along which surface waters naturally and normally flow in draining from higher to lower elevations. A stream need not contain water year-round. In a development, streams may run in culverts or may be channeled in a concrete, rock or other artificial conveyance system. This definition does not include irrigation ditches, stormwater facilities or other artificial watercourses unless they are used by resident or anadromous salmonid fish, or the feature was constructed to convey a natural stream which existed prior to construction of the watercourse. Those topographic features that resemble streams but have no defined channels shall be considered streams when hydrologic and hydraulic analyses done pursuant to a development proposal predict formation of a defined channel after development. For the purpose of defining the following categories of streams, “normal rainfall” is rainfall that is at or near the mean of the accumulated annual rainfall record, based upon the current water year for King County as recorded at the Seattle-Tacoma International Airport.

(1) Streams shall be classified according to the following criteria:

- (a) Type F streams are those streams that are used by fish or have the potential to support fish.



(b) Type Np streams are those streams that are perennial during a year of normal rainfall and do not have the potential to be used by fish. Type Np streams include the intermittent dry portions of the perennial channel below the uppermost point of perennial flow. If the uppermost point of perennial flow cannot be identified with simple, nontechnical observations, then the point of perennial flow should be determined using the best professional judgment of a qualified professional.

(c) Type Ns streams are those streams that are seasonal or ephemeral during a year of normal rainfall and do not have the potential to be used by fish.

(2) For the purposes of this definition, “used by fish” and “potential to support fish” are presumed for:

(a) Streams where naturally reoccurring use by fish has been documented by a government agency; or

(b) Streams that are fish passable, as determined by a qualified professional based on review of stream flow, gradient and natural barriers, and criteria for fish passability established by the Washington Department of Fish and Wildlife.

(3) Ditches are excluded from regulation as streams, unless they are used by fish. Ditches are artificial drainage features created in uplands through purposeful human action, such as irrigation and drainage ditches, grass-lined swales, and canals. Purposeful creation must be demonstrated through documentation, photographs, statements and/or other evidence.

*“Streambank stabilization”* means treatments used to stabilize and protect banks of streams from erosion.

*“Street”* means both a public right-of-way and a vehicular access easement or tract.

*“Street providing direct vehicle access”* means the street from which a vehicle can enter the subject property without traversing another street or piece of property. In the case of a multi-use complex, the street providing direct vehicular access is the exterior street that borders the complex and not an internal street surrounded by the complex.

*“Streetscape”* means the visual character and quality of a street as determined by various elements located between the street and building facades, such as trees and other landscaping, street furniture, artwork, transit stops, and the architectural quality of street-facing building facades.

*“Streetscape amenities”* means pedestrian-oriented features and furnishings within the streetscape, such as bench seats or sitting walls, weather protection, water features, art, transit stops with seating, architectural facade treatments, garden space associated with residences, pedestrian-scale lighting, landscaping that does not block views from the street or adjacent buildings, special paving, kiosks, trellises, trash receptacles, and bike racks.

*“Structural alteration”* means any change in the supporting member of a building or structure.

*“Structure”* means a combination or arrangement of material for use, occupancy, or ornamentation, whether installed on, above, or below the surface of land or water.

*“Structured parking”* means parking provided on more than one level and within a structure, either above- or below-grade. Structured parking shall not include a surface parking lot.

*“Subject property”* means the entire lot or parcel, or series of lots or parcels, on which a development, activity, or use exists or will occur, or on which any activity or condition subject to development regulations exists or will occur.

“*Support structure*” means any built structure, including any guy wires and anchors, to which an antenna and other necessary associated hardware is mounted. Support structures may include the following:

- (1) *Lattice tower*. A support structure which consists of a network of crossed metal braces, forming a tower which is usually triangular or square in cross-section.
- (2) *Guy tower*. A support structure such as a pole or narrow metal framework which is held erect by the use of guy wires and anchors.
- (3) *Monopole*. A support structure which consists of a single steel or wood pole sunk into the ground and/or attached to a concrete pad.
- (4) *Existing nonresidential structure*. Existing structures to which a PWSF may be attached with certain conditions.

“*Surface parking lot*” means an off-street, ground level open area, usually improved, for the temporary storage of motor vehicles.

Section 6. Chapter 19.205 Sections is hereby amended to read as follows:

#### **Chapter 19.205 MULTIFAMILY RESIDENTIAL (RM)<sup>1</sup>**

Sections:

- 19.205.010 Zero lot line townhouse and townhouse (attached) dwelling units.**
- 19.205.020 Small lot detached dwelling units.**
- 19.205.030 Detached dwelling units.**
- 19.205.040 Multifamily dwelling units.**
- 19.205.050 Manufactured home parks.**
- 19.205.070 Senior citizen or special needs housing.**
- 19.205.080 ~~Social service transitional housing.~~ Permanent supportive housing and transitional housing.**
- 19.205.090 Convalescent centers – Nursing homes.**
- 19.205.100 Churches, etc.**
- 19.205.120 Day care facilities, commercial – Up to 50 attendees.**

- 19.205.130 Schools.  
 19.205.140 Noncommercial sports fields, etc.  
 19.205.150 Recreation areas.  
 19.205.160 Public transit shelter.  
 19.205.170 Public utility.  
 19.205.180 Governmental facility.  
 19.205.190 Public parks.  
 19.205.200 Personal wireless service facility.  
 19.205.210 Urban agriculture.

Section 7. FWRC 19.205.080 is hereby amended to read as follows:

**19.205.080 ~~Social-service transitional housing.~~Permanent supportive housing and transitional housing.**

The following uses shall be permitted in the multifamily residential (RM) zone subject to the regulations and notes set forth in this section:

USE REGULATIONS	USE ZONE CHART							
	DIRECTIONS: FIRST, read down to find use... THEN, across for REGULATIONS							
	Required Review Process	Minimums			Maximums		Required Parking Spaces	SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards			Lot Coverage	Height of Structure	
			Front	Side (each)	Rear			
Social-Services Transitional Housing  Permitted outright where the total number of residents does not exceed the maximum number allowed under the definition of "family." See FWRC 19.105.060	Process III	7,200 sq. ft.	20 ft.	5-ft.	5 ft.	60%	In RM 3.6 and 2.4 zones, 30 ft. above average building elevation. In RM 1.8 zones, 35 ft. above average building elevation	Determined on a case-by-case basis  1. The city may permit these uses only in a multifamily complex and only if: —a. A minimum of one unit and no more than five percent of the total dwelling units comprise social services transitional housing units. —b. The facility and program secures and maintains all licenses and/or approvals as required by the state. —c. The subject property is situated in close proximity to,

USE REGULATIONS	USE ZONE CHART								
	DIRECTIONS: FIRST, read down to find use ... THEN, across for REGULATIONS								
	Required Review Process	Minimums				Maximums		Required Parking Spaces	SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards			Lot Coverage	Height of Structure		
Front			Side (each)	Rear					
									and has convenient access to, public transportation, shopping, health care providers, and other services and facilities frequently utilized by the residents of the property. —d. The program will be operated under the authority of a reputable governing board, social service, or government agency, or proprietor, to whom staff are responsible and who will be available to city officials, if necessary, to resolve concerns pertaining to the facility. —e. The facility will have staffing, supervision, and security arrangements appropriate to the number of clients and to its hours of operation. —f. The facility will not create unreasonable impacts on traffic, public utilities and services or on nearby residences. —g. The facility has adequate off-street

USE REGULATIONS	USE ZONE CHART								
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS								
	Required Review Process	Minimums				Maximums		Required Parking Spaces	SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards			Lot Coverage	Height of Structure		
Front			Side (each)	Rear					
									<p>parking and the appearance conforms with the character of surrounding uses.</p> <p>—h. The facility is in compliance with applicable health, fire, building, and safety requirements.</p> <p>—i. The facility will operate under a written management plan, approved by the governing agency, board, or official, which must meet administrative standards, specifications, and requirements, which shall be adopted by the director of community development services, and which shall be on file in the city clerk's office, and which shall be followed and have the full force and effect as if they were set forth in full in this chapter.</p> <p>2. Floor area requirements, minimum sleeping areas, and bathroom facilities will be determined on a case-by-case basis.</p> <p>3. Refer to</p>

USE REGULATIONS	USE ZONE CHART								
	DIRECTIONS: FIRST, read down to find use ... THEN, across for REGULATIONS								
	Required Review Process	Minimums				Maximums		Required Parking Spaces	SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards			Lot Coverage	Height of Structure		
Front			Side (each)	Rear					
									Chapter <u>19.265</u> FWRC to determine what other provisions of this title may apply to the subject property. 4. Refer to Chapter <u>19.125</u> FWRC, Outdoors, Yards, and Landscaping, for appropriate requirements. 5. For sign requirements that apply to the project, see Chapter <u>19.140</u> FWRC. 6. For community design guidelines that apply to the project, see Chapter <u>19.115</u> FWRC.

USE REGULATIONS	USE ZONE CHART								
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS								
	Required Review Process	Minimums				Maximums		Required Parking Spaces	RM ZONE  SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards			Lot Coverage	Height of Structure		
			Front	Side (each)	Rear				
Permanent supportive housing and transitional housing	Process III	7,200 sq. ft.  See Note 2	20 ft.	5 ft.	5 ft.	60%	In RM 3.6 and 2.4 zones, 30 ft. above average building elevation. In RM 1.8 zones, 35 ft. above average building elevation	See Notes 10 and 11	<p>1. The proposed housing, in excess of 2 units, must be distanced at least ½ mile (2,640 ft.) from any other stand-alone permanent supportive housing or transitional housing facility, as measured from the nearest points of each such property.</p> <p>2. There shall be no more than 50 residences located within a single facility or complex; and, the minimum amount of lot area per dwelling is as follows:</p> <p>a. In RM 3.6 zones, the subject property must contain at least 3,600 sq. ft. of lot area per dwelling.</p> <p>b. In RM 2.4 zones, the subject property must contain at least 2,400 sq. ft. of lot area per dwelling.</p> <p>c. In RM 1.8 zones, the subject property must contain at least 1,800 sq. ft. of lot area per dwelling.</p> <p>3. The property is situated proximate to, and has convenient access to, public transportation, shopping, health care providers, and other services and facilities frequently utilized by the residents of the property.</p> <p>4. The housing will be operated under the authority of a reputable governing board, social service, or government agency, or proprietor, to whom staff are responsible and who</p>



USE REGULATIONS	USE ZONE CHART							
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS							
	Required Review Process	Minimums			Maximums		Required Parking Spaces	RM ZONE  SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards		Lot Coverage	Height of Structure		
		Front	Side (each)	Rear				
<input type="checkbox"/> <input type="checkbox"/>								<p>will be available to city officials, if necessary, to resolve concerns pertaining to the property or residents.</p> <p>5. The housing will operate under a written community engagement plan, approved by the governing agency, board, or official, which must address, at a minimum: 1) how the facility will engage with the community; 2) how the facility will respond to community complaints or concerns; and, 3) who is the point of contact for the community. The plan shall be provided to the city prior to occupancy and shall be updated and provided to the city as substantive changes are made to the plan.</p> <p>6. Refer to Chapter 19.125 FWRC, Outdoors, Yards, and Landscaping, for appropriate requirements.</p> <p>7. For sign requirements that apply to the project, see Chapter 19.140 FWRC.</p> <p>8. For community design guidelines that apply to the project, see Chapter 19.115 FWRC.</p> <p>9. The subject property must contain at least 400 sq. ft. per dwelling unit of usable open space usable for many activities and may include common open spaces such as plazas.</p>

USE REGULATIONS	USE ZONE CHART							
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS							
	Required Review Process	Minimums			Maximums		Required Parking Spaces	RM ZONE  SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards		Lot Coverage	Height of Structure		
			Front	Side (each)				
Rear								
<div><div></div><div></div></div>								<p>recreation rooms, rooftop terraces, p-patches, pools, active lobbies, and atriums. A minimum of 25 percent of the usable open space provided must be common open space. Private open space such as a patio, porch, balcony, or yard may be credited toward total residential usable open space, if such private open space is a minimum of 48 square feet and has a minimum dimension of six feet. At least 10 percent of this required open space must be developed and maintained with children’s play equipment. If the subject property contains four or more units, this required open space must be in one or more pieces each having a length and width of at least 25 ft. In addition, if the subject property contains 20 or more units, at least 50 percent of this required open space must be in one or more pieces each having a length and width of at least 40 ft.</p> <p>10. Parking spaces shall be provided as follows:</p> <p>Efficiency units – 1.0 per unit + 1 per 2 employees</p> <p>Studio units – 1.25 per unit + 1 per 2 employees</p> <p>One bedroom units – 1.5 per</p>

USE REGULATIONS	USE ZONE CHART									
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS									
	Required Review Process	Minimums				Maximums		Required Parking Spaces	RM ZONE	SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards			Lot Coverage	Height of Structure			
			Front	Side (each)	Rear					
<div><div></div><div></div></div>									<div><div>unit + 1 per 2 employees</div><div>Units with two bedrooms or more – 2.0 per unit + 1 per 2 employees</div><div>11. Alternatively, an applicant may choose to submit a parking study in accordance with FWRC 19.130.080(2).</div><div>12. The housing will operate under a written operational plan that will include, at a minimum, the following:</div><div><div>a. Residents must be referred by providers of housing and services for people experiencing homelessness. Direct intake of residents at the site, without prior referral, is not allowed.</div><div>b. A description of transit, pedestrian and bicycle access from the subject site to services and schools must be provided to residents.</div><div>c. An operations plan must be provided that addresses the following elements:</div><div><div>i. 1. Roles and</div></div></div></div>	

USE REGULATIONS	USE ZONE CHART							
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS							
	Required Review Process	Minimums			Maximums		Required Parking Spaces	RM ZONE  SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards		Lot Coverage	Height of Structure		
		Front	Side (each)	Rear				
								<p><u>responsibilities of key staff;</u></p> <p>ii. <u>2. Site/facility management, including a security and emergency plan;</u></p> <p>iii. <u>Site/facility maintenance;</u></p> <p>iv. <u>Occupancy policies, consistent with RCW 59.18, including resident responsibilities and a code of conduct that includes, at a minimum, a prohibition on threatening and unsafe behavior; and, the on-site use and sale of illegal drugs;</u></p> <p>v. <u>Access to human and social services;</u></p>

USE REGULATIONS	USE ZONE CHART									
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS									
	Required Review Process	Minimums				Maximums		Required Parking Spaces	RM ZONE	SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards			Lot Coverage	Height of Structure			
			Front	Side (each)	Rear					
<input type="checkbox"/>										
										<div><div>including a staffing plan and expected outcome measures;</div><div>vi. Procedures for maintaining accurate and complete records.</div><div>d. Providers and/or managing agencies shall have either a demonstrated experience providing similar services to people experiencing homelessness, and/or certifications or academic credentials in an applicable human service field, and/or applicable experience in a related program with people experiencing homelessness.</div><div>e. For health and safety reasons, the sponsor and/or managing agency shall take all reasonable and legal steps to obtain</div></div>



# **Chapter 19.215** **NEIGHBORHOOD BUSINESS (BN)**

## Sections:

- 19.215.010 Office/retail.**
- 19.215.015 Breweries, distilleries, and wineries.**
- 19.215.020 Entertainment.**
- 19.215.030 Vehicle service stations.**
- 19.215.040 Schools – Day care facilities, commercial – Animal kennels or animal care facilities.**
- 19.215.050 Multifamily dwelling units.**
- 19.215.060 Group homes.**
- 19.215.070 ~~Social service transitional housing~~ Permanent supportive housing and transitional housing.**
- 19.215.080 Government facility, public parks, public transit shelter.**
- 19.215.090 Public utility.**
- 19.215.100 Personal wireless service facility.**
- 19.215.110 Churches.**
- 19.215.120 Funeral homes – Mortuaries.**
- 19.215.140 Urban agriculture.**
- 19.215.150 Senior citizen or special needs housing.**

Section 9. FWRC 19.215.070 is hereby amended to read as follows:

**19.215.070 ~~Social service transitional housing~~ Permanent supportive housing and transitional housing.**

The following uses shall be permitted in the neighborhood business (BN) zone subject to the regulations and notes set forth in this section:

USE	REGULATIONS	USE ZONE CHART						
		DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS						
		Required Review Process	Minimums			Height of Structure	Required Parking Spaces	SPECIAL REGULATIONS AND NOTES
			Lot Size	Required Yards				
		Front		Side (each)	Rear			
Social-services transitional housing	Process III	None	20 ft.	0-ft.	0 ft.	35 ft. above average building elevation	Determined on a case-by-case basis	1. The city may permit these uses only if: — a. A stand-alone facility is distanced at least 1,000 ft. from any other stand-alone
Permitted outright where the total number of residents does not exceed			See notes 4, 5 and 8					

		USE ZONE CHART						
		DIRECTIONS: FIRST, read down to find use ... THEN, across for REGULATIONS						
USE	REGULATIONS	Required Review Process	Minimums			Height of Structure	Required Parking Spaces	SPECIAL REGULATIONS AND NOTES
			Lot Size	Required Yards				
				Front	Side (each)			
	the maximum number allowed under the definition of "family." See FWRC 19.105.060.					See note 5		facility under this classification. —b. The facility and program secures and maintains all licenses and/or approvals as required by the state. —c. The subject property is situated in close proximity to, and has convenient access to, public transportation, shopping, health care providers, and other services and facilities frequently utilized by the residents of the property. —d. The program will be operated under the authority of a reputable governing board, social service, or government agency, or proprietor, to whom staff are responsible and who will be available to city officials, if necessary, to resolve concerns pertaining to the facility. —e. The facility will have staffing, supervision, and security arrangements appropriate to the number of clients and to its hours of



		USE ZONE CHART						
		DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS						
USE	REGULATIONS	Required Review Process	Minimums			Height of Structure	Required Parking Spaces	SPECIAL REGULATIONS AND NOTES
			Lot Size	Required Yards				
				Front	Side (each)			
f	□							<p>operation.</p> <p>—f. The facility will not create unreasonable impacts on traffic, public utilities and services or on nearby residences.</p> <p>—g. The facility has adequate off-street parking and the appearance conforms with the character of surrounding uses.</p> <p>—h. The facility is in compliance with applicable health, fire, building, and safety requirements.</p> <p>—i. The facility will operate under a written management plan, approved by the governing agency, board, or official, which must meet administrative standards, specifications, and requirements, which shall be adopted by the director of community development services, and which shall be on file in the city clerk's office, and which shall be followed and have the full force and effect as if they were set forth in full in this</p>

		USE ZONE CHART						
		DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS						
USE	REGULATIONS	Required Review Process	Minimums			Height of Structure	Required Parking Spaces	SPECIAL REGULATIONS AND NOTES
			Lot Size	Required Yards				
				Front	Side (each)			
								<p>chapter.</p> <p>2. The city will determine the maximum number of residents and the number of dwelling units or occupancy rooms or suites permitted in a stand-alone development based on the following criteria:</p> <p>— a. The specific nature of the occupancy and the persons that will be housed in the proposed development.</p> <p>— b. The size of the dwelling units or occupancy rooms or suites and the specific configuration of the facilities within these units, rooms, or suites.</p> <p>— c. The impacts on nearby residential uses of the proposed development.</p> <p>— d. The architecture, site design, and other design features of the proposed development.</p> <p>3. A minimum of one unit and no more than five percent of the total dwelling units in a mixed-use</p>

USE ZONE CHART								
DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS								
USE	REGULATIONS	Required Review Process	Minimums			Height of Structure	Required Parking Spaces	SPECIAL REGULATIONS AND NOTES
			Lot Size	Required Yards				
				Front	Side (each)			
f	□							development may be social services transitional housing. 4. Floor area requirements, minimum sleeping areas, and bathroom facilities will be determined on a case-by-case basis. 5. If any portion of a structure on the subject property is within 100 ft. of a single-family residential zone, then that portion of the structure shall not exceed 30 ft. above average building elevation and the structure shall be set back a minimum of 20 ft. from the property line of the residential zone. 6. No maximum lot coverage is established. Instead, the buildable area will be determined by other site development requirements, i.e., required buffers, parking lot landscaping, surface water facilities, etc. 7. For community design guidelines that

USE REGULATIONS f □		USE ZONE CHART																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
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### 19.215.070 Social service transitional housing. (Continued)

USE	REGULATIONS	USE ZONE CHART							
		DIRECTIONS: FIRST, read down to find use ... THEN, across for REGULATIONS							
		Required Review Process	Minimums				Height of Structure	Required Parking Spaces	SPECIAL REGULATIONS AND NOTES
			Lot Size	Required Yards					
				Front	Side (each)	Rear			

f									
-	-	-	-	-	-	-	-	-	9. For sign requirements that apply to the project, see Chapter <u>19.140</u> FWRC. 10. Refer to Chapter <u>19.265</u> FWRC to determine what other provisions of this title may apply to the subject property.
-	-	-	-	-	-	-	-	-	-
Process I, II, III and IV are described in Chapter <u>19.55</u> FWRC, Chapter <u>19.60</u> FWRC, Chapter <u>19.65</u> FWRC, Chapter <u>19.70</u> FWRC respectively.									For other information about parking and parking areas, see Chapter <u>19.130</u> FWRC. - - For details of what may exceed this height limit, see FWRC <u>19.110.050</u> et seq. For details regarding required yards, see FWRC <u>19.125.160</u> et seq.

USE REGULATIONS	USE ZONE CHART								
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS								
	Required Review Process	Minimums				Maximums		Required Parking Spaces	BN ZONE  SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards			Lot Coverage	Height of Structure		
			Front	Side (each)	Rear				
<input type="checkbox"/>	<input type="checkbox"/>								
<u>Permanent supportive housing and transitional housing</u>	<u>Process III</u>	<u>See Note 2</u>	<u>20 ft.</u>	<u>5 ft.</u>	<u>5 ft.</u>	<u>None</u>	<u>See Note 8</u>	<u>See Notes 10 and 11</u>	<u>1. The proposed housing, in excess of 2 units, must be distanced at least ½ mile (2,640 ft.) from any other stand-alone permanent supportive housing or transitional housing facility, as measured from the nearest points of each such property.</u> <u>2. There shall be no more than 50 residences located within a single facility or complex; and, the subject property must contain at least 2,400</u>

USE REGULATIONS	USE ZONE CHART							
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS							
	Required Review Process	Minimums			Maximums		Required Parking Spaces	BN ZONE
		Lot Size	Required Yards		Lot Coverage	Height of Structure		
Front	Side (each)		Rear	SPECIAL REGULATIONS AND NOTES				
<input type="checkbox"/>	<input type="checkbox"/>							
								sq. ft. of lot area per dwelling or one acre for every 18 units. 3. The property is situated proximate to, and has convenient access to, public transportation, shopping, health care providers, and other services and facilities frequently utilized by the residents of the property. 4. The housing will be operated under the authority of a reputable governing board, social service, or government agency, or proprietor, to whom staff are responsible and who will be available to city officials, if necessary, to resolve concerns pertaining to the property or residents. 5. The housing will operate under a written community engagement plan, approved by the governing agency, board, or official, which must address, at a minimum: 1) how the facility will engage with the community; 2) how the facility will respond to community complaints or concerns; and, 3) who is the point of contact for the community. The plan shall be provided to the city prior to occupancy and shall be updated and provided to the city as substantive changes are made to the plan. 6. For sign requirements that apply to the project, see Chapter 19.140 FWRC. 7. For community design guidelines that apply to the project, see Chapter 19.115 FWRC.

USE REGULATIONS	USE ZONE CHART							
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS							
	Required Review Process	Minimums			Maximums		Required Parking Spaces	BN ZONE  SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards		Lot Coverage	Height of Structure		
Front			Side (each)	Rear				
<input type="checkbox"/> <input type="checkbox"/>								
								<p>8. If any portion of the structure is within 100 ft. of a single-family residential zone, then that portion of the structure shall not exceed 30 ft. above average building elevation and the structure shall be set back a minimum of 20 ft. from the property line of the residential zone.</p> <p>9. The subject property must provide usable open space in a total amount equal to at least 150 sq. ft. per dwelling unit and may include common open space such as playgrounds, recreation rooms, plazas, rooftop terraces, pools, active lobbies, atriums, or other areas the director deems appropriate. A minimum of 25 percent of the usable open space provided must be common open space. Private open space such as a patio, porch, balcony, or yard may be credited toward total residential usable open space, if such private open space is a minimum of 48 square feet and has a minimum dimension of six feet.</p> <p>10. Parking spaces shall be provided as follows:</p> <p>Efficiency units – 1.0 per unit + 1 per 2 employees</p> <p>Studio units – 1.25 per unit + 1 per 2 employees</p> <p>One bedroom units – 1.5 per unit + 1 per 2 employees</p> <p>Units with two bedrooms or more – 2.0 per unit + 1 per 2 employees</p> <p>11. Alternatively, an applicant may</p>

USE REGULATIONS	USE ZONE CHART							
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS							
	Required Review Process	Minimums			Maximums		Required Parking Spaces	BN ZONE  SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards		Lot Coverage	Height of Structure		
			Front	Side (each)				
Rear								
<input type="checkbox"/>	<input type="checkbox"/>							
								<p><u>choose to submit a parking study in accordance with FWRC 19.130.080(2).</u></p> <p><u>12. The housing will operate under a written operational plan that will include, at a minimum, the following:</u></p> <p>a. <u>Residents must be referred by providers of housing and services for people experiencing homelessness. Direct intake of residents at the site, without prior referral, is not allowed.</u></p> <p>b. <u>A description of transit, pedestrian and bicycle access from the subject site to services and schools must be provided to residents.</u></p> <p>c. <u>An operations plan must be provided that addresses the following elements:</u></p> <p>i. <u>Roles and responsibilities of key staff;</u></p> <p>ii. <u>Site/facility management, including a security and emergency</u></p>



USE REGULATIONS	USE ZONE CHART							
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS							
	Required Review Process	Minimums			Maximums		Required Parking Spaces	BN ZONE
		Lot Size	Required Yards		Lot Coverage	Height of Structure		
			Front	Side (each)				
Rear								
SPECIAL REGULATIONS AND NOTES								
<div><div></div><div></div></div>								
								<div><div>plan;</div><div>iii. <u>Site/facility maintenance;</u></div><div>iv. <u>Occupancy policies, consistent with RCW 59.18, including resident responsibilities and a code of conduct that includes, at a minimum, a prohibition on threatening and unsafe behavior; and, the on-site use and sale of illegal drugs;</u></div><div>v. <u>Access to human and social services, including a staffing plan and expected outcome measures;</u></div><div>vi. <u>Procedures for maintaining</u></div></div>

USE REGULATIONS	USE ZONE CHART							
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS							
	Required Review Process	Minimums			Maximums		Required Parking Spaces	BN ZONE  SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards		Lot Coverage	Height of Structure		
		Front	Side (each)	Rear				
<div> <div></div> <div></div> </div>								<p>accurate and complete records.</p> <p>d. <u>Providers and/or managing agencies shall have either a demonstrated experience providing similar services to people experiencing homelessness, and/or certifications or academic credentials in an applicable human service field, and/or applicable experience in a related program with people experiencing homelessness.</u></p> <p>e. <u>For health and safety reasons, the sponsor and/or managing agency shall take all reasonable and legal steps to obtain verifiable identification information, including full name and date of birth, from current and prospective residents, and shall keep a log containing this information.</u></p> <p>f. <u>Should the provider become aware of a current or prospective resident who has an active felony warrant, it shall follow a protocol to</u></p>

USE REGULATIONS	USE ZONE CHART									
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS									
	Required Review Process	Minimums				Maximums		Required Parking Spaces	BN ZONE	SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards		Height of Structure					
Front	Side (each)		Rear	Lot Coverage						
<input type="checkbox"/>										
										<u>work with the participant to resolve any outstanding warrants with applicable legal authorities.</u>
	<u>Process I, II, III and IV are described in Chapter 19.55 FWRC, Chapter 19.60 FWRC, Chapter 19.65 FWRC, Chapter 19.70 FWRC respectively.</u>									<u>For other information about parking and parking areas, see Chapter 19.130 FWRC.</u>  <u>For details of what may exceed this height limit, see FWRC 19.110.050 et seq.</u> <u>For details regarding required yards, see FWRC 19.125.160 et seq.</u>

Section 10. Chapter 19.220 Sections is hereby amended to read as follows:

### Chapter 19.220 COMMUNITY BUSINESS (BC)

Sections:

- 19.220.010 Office/retail – Manufacturing and production, limited.**
- 19.220.015 Breweries, distilleries, and wineries.**
- 19.220.020 Entertainment – Generally.**
- 19.220.030 Vehicle and equipment sales, service, repair, rental – Self-service storage facilities.**
- 19.220.040 Schools – Day care facilities, commercial – Animal kennels.**
- 19.220.050 Multifamily dwelling units.**
- 19.220.060 Hotels – Motels.**
- 19.220.070 Hospital facilities – Convalescent centers – Nursing homes.**
- 19.220.080 Senior citizen or special needs housing.**
- 19.220.090 Group homes.**

- 19.220.100 ~~Social-service transitional housing~~ Permanent supportive housing and transitional housing.
- 19.220.105 Emergency housing and shelter.
- 19.220.110 Government facility, public parks, public transit shelter.
- 19.220.115 Public utility.
- 19.220.120 Personal wireless service facility.
- 19.220.130 Churches.
- 19.220.140 Urban agriculture.

Section 11. FWRC 19.220.100 is hereby amended to read as follows:

**19.220.100 ~~Social-service transitional housing~~ Permanent supportive housing and transitional housing.**

The following uses shall be permitted in the community business (BC) zone subject to the regulations and notes set forth in this section:

USE REGULATIONS	USE ZONE CHART							
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS							
	Required Review Process	Lot Size	Minimums			Height of Structure	Required Parking Spaces	SPECIAL REGULATIONS AND NOTES
			Required Yards					
Front			Side (each)	Rear				
1. Social services transitional housing 2. Permitted outright where the total number of residents does not exceed the maximum number allowed under the definition of "family." 3. See FWRC 19.105.060	Process III	None	20 ft.	0 ft.	0 ft.	35 ft. above average building elevation (AABE) to 55 ft. AABE	Determined on-a-case-by-case basis	1. The city may permit these uses only if: — a. A stand-alone facility is distanced at least 1,000 ft. from any other stand-alone facility under this classification. — b. The facility and program secures and maintains all licenses and/or approvals as required by the state. — c. The subject property is situated in close proximity to, and has convenient access to, public transportation, shopping, health care
			Except 20 ft. along single-family residential zones			See notes 5 and 11		
			See notes 4, 5 and 8					

USE REGULATIONS	USE ZONE CHART						
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS						
	Required Review Process	Minimums			Height of Structure	Required Parking Spaces	SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards				
Front			Side (each)	Rear			
							<p>providers, and other services and facilities frequently utilized by the residents of the property.</p> <p>—d. The program will be operated under the authority of a reputable governing board, social service, or government agency, or proprietor, to whom staff are responsible and who will be available to city officials, if necessary, to resolve concerns pertaining to the facility.</p> <p>—e. The facility will have staffing, supervision, and security arrangements appropriate to the number of clients and to its hours of operation.</p> <p>—f. The facility will not create unreasonable impacts on traffic, public utilities and services or on nearby residences.</p> <p>—g. The facility has adequate off-street parking and the appearance conforms with the character of surrounding uses.</p> <p>—h. The facility is in compliance with</p>

USE REGULATIONS	USE ZONE CHART							
	DIRECTIONS: FIRST, read down to find use ... THEN, across for REGULATIONS							
	Required Review Process	Minimums			Height of Structure	Required Parking Spaces	SPECIAL REGULATIONS AND NOTES	
		Lot Size	Required Yards					
			Front	Side (each)				Rear
							<p>applicable health, fire, building, and safety requirements.</p> <p>— i. The facility will operate under a written management plan, approved by the governing agency, board, or official, which must meet administrative standards, specifications, and requirements, which shall be adopted by the director of community development services, and which shall be on file in the city clerk's office, and which shall be followed and have the full force and effect as if they were set forth in full in this chapter.</p> <p>2. The city will determine the maximum number of residents and the number of dwelling units or occupancy rooms or suites permitted in a stand-alone development based on the following criteria:</p> <p>— a. The specific nature of the occupancy and the persons that will be housed in the proposed</p>	

USE REGULATIONS	USE ZONE CHART					
	DIRECTIONS: FIRST, read down to find use ... THEN, across for REGULATIONS					
	Required Review Process	Minimums Lot Size	Required Yards			SPECIAL REGULATIONS AND NOTES
			Front	Side (each)	Rear	
						<p>development.</p> <p>— b. The size of the dwelling units or occupancy rooms or suites and the specific configuration of the facilities within these units, rooms, or suites.</p> <p>— c. The impacts on nearby residential uses of the proposed development.</p> <p>— d. The architecture, site design, and other design features of the proposed development.</p> <p>3. A minimum of one unit and no more than five percent of the total dwelling units in a mixed-use development may be social services transitional housing.</p> <p>4. Floor area requirements, minimum sleeping areas, and bathroom facilities will be determined on a case-by-case basis.</p> <p>5. Building height may not exceed 30 ft. above average building elevation (AABE) when located between 20 ft. and 40 ft. from a single-family residential zone, and may not exceed 40 ft. AABE when located between 40 ft. and 100</p>

USE REGULATIONS <div> }</div> <div> □</div>		USE ZONE CHART						
		DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS						
		Required Review Process	Minimums			Height of Structure	Required Parking Spaces	SPECIAL REGULATIONS AND NOTES
			Lot Size	Required Yards				
	Front	Side (each)		Rear				
								ft. from such zone: - (Continued on next page)
			-	-	-	-	-	-
Process I, II, III and IV are described in Chapter 19.55 FWRC, Chapter 19.60 FWRC, Chapter 19.65 FWRC, Chapter 19.70 FWRC respectively.							For other information about parking and parking areas, see Chapter 19.130 FWRC. - - For details of what may exceed this height limit, see FWRC 19.110.050 et seq. For details regarding required yards, see FWRC 19.125.160 et seq.	

### 19.220.100 Social service transitional housing. (Continued)

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USE REGULATIONS	USE ZONE CHART						
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS						
	Required Review Process	Minimums			Height of Structure	Required Parking Spaces	SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards				
Front			Side (each)	Rear			
							<p>7. For community design guidelines that apply to the project, see Chapter <u>19.115</u> FWRC.</p> <p>8. For landscaping requirements that apply to the project, see Chapter <u>19.125</u> FWRC.</p> <p>9. For sign requirements that apply to the project, see Chapter <u>19.140</u> FWRC.</p> <p>10. Refer to Chapter <u>19.265</u> FWRC to determine what other provisions of this title may apply to the subject property.</p> <p>11. If approved through the specified review process, the height of a structure may exceed 35 ft. above average building elevation (AABE) to a maximum of 55 ft. AABE, if all of the following criteria are met:</p> <p>— a. The additional height is necessary to accommodate the structural, equipment, or operational needs of the use conducted in the building, and/or all ground floor spaces have a minimum floor-to-ceiling height of 13 ft. and a minimum depth of 15 ft.;</p> <p>— b. Height complies with note 5;</p> <p>— c. Height over 35 ft. is set back from non-single-family zones by one additional ft. for each one ft. of height over 35 ft.; and</p> <p>— d. Rooflines are designed to avoid a predominantly flat and featureless appearance through variations in roof height, forms, angles, and materials.</p>

USE REGULATIONS	USE ZONE CHART							
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS							
	Required Review Process	Minimums			Height of Structure	Required Parking Spaces	SPECIAL REGULATIONS AND NOTES	
		Lot Size	Required Yards					
			Front	Side (each)				Rear
Process I, II, III and IV are described in Chapter 19.55 FWRC, Chapter 19.60 FWRC, Chapter 19.65 FWRC, Chapter 19.70 FWRC respectively.						For other information about parking and parking areas, see Chapter 19.130 FWRC.  For details of what may exceed this height limit, see FWRC 19.110.050 et seq. For details regarding required yards, see FWRC 19.125.160 et seq.		

<div><div></div><div></div><div></div><div></div><div></div></div>	USE ZONE CHART								
	DIRECTIONS: FIRST, read down to find use ... THEN, across for REGULATIONS								
	Required Review Process	Minimums				Maximums		Required Parking Spaces	BC ZONE
		Lot Size	Required Yards			Lot Coverage	Height of Structure		
			Front	Side (each)	Rear				
SPECIAL REGULATIONS AND NOTES									
<div><div></div><div></div></div>									
Permanent supportive housing and transitional housing	Process III	None	0/20	10/20	10/20	None	55 ft. above average building elevation (ABE)  See notes 9 and 10	See Notes 14 and 15	1. The proposed housing, in excess of 2 units, must be distanced at least ½ mile (2,640 ft.) from any other stand-alone permanent supportive housing or transitional housing facility, as measured from the nearest points of each such property. 2. There shall be no more than 50 residences located within a single facility or complex. 3. The property is situated proximate to, and has convenient access to public transportation, shopping, health care providers, and other services and facilities frequently utilized by the residents

USE ZONE CHART								
DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS								
USE REGULATIONS	Required Review Process	Minimums			Maximums		Required Parking Spaces	BC ZONE  SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards		Lot Coverage	Height of Structure		
			Front	Side (each)				
<input type="checkbox"/> <input type="checkbox"/>								
								<p>of the property.</p> <p>4. The facility or complex will be operated under the authority of a reputable governing board, social service, or government agency, or proprietor, to whom staff are responsible and who will be available to city officials, if necessary, to resolve concerns pertaining to the property or residents.</p> <p>5. The housing will operate under a written community engagement plan, approved by the governing agency, board, or official, which must address, at a minimum: 1) how the facility will engage with the community; 2) how the facility will respond to community complaints or concerns; and, 3) who is the point of contact for the community. The plan shall be provided to the city prior to occupancy and shall be updated and provided to the city as substantive changes are made to the plan.</p> <p>6. Refer to Chapter 19.125 FWRC, Outdoors, Yards, and Landscaping, for appropriate requirements.</p> <p>7. For sign requirements that apply to the project, see Chapter 19.140 FWRC.</p> <p>8. For community design guidelines that apply to the project, see Chapter 19.115 FWRC.</p> <p>9. Building height may not exceed 30 ft. above average building elevation for the portion of the building located within 100 ft. from</p>

USE REGULATIONS		USE ZONE CHART							
		DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS							
		Required Review Process	Minimums			Maximums		Required Parking Spaces	BC ZONE
			Lot Size	Required Yards		Lot Coverage	Height of Structure		
Front	Side (each)	Rear							
<input type="checkbox"/>	<input type="checkbox"/>								
									<p>a single-family residential zone.</p> <p>10. All buildings except for related parking structures up to 65 ft. in height (six stories), must be gabled with pitched roofs, unless the building is taller than 35 ft. (three stories) with a rooftop that contributes to the multifamily open space requirements.</p> <p>11. Housing and accessory living facilities may be located on the ground floor only as follows: (a) ground level space that spans at least 60 percent of the total length of the principal commercial facade of all buildings, as determined by the director, is occupied with one or more other use(s) allowed in this zone; and (b) ground level space that spans at least 40 percent of the total length of all other street-facing facades of all buildings is occupied with one or more other use(s) allowed in this zone. Parking in conjunction with other uses allowed in this zone may also be located on the ground floor of the structure if non-visible from the right-of-way or public areas.</p> <p>12. All nonresidential ground floor spaces must have a minimum floor-to-ceiling height of 13 ft. and a minimum depth of 15 ft.</p> <p>13. The subject property must provide usable open space in a total amount equal to at least 150 sq. ft. per dwelling unit, and may include private spaces such as yards, patios, and balconies, as well as common</p>

<div>USE REGULATIONS</div> <div> <input type="checkbox"/> <input type="checkbox"/> </div>	<div>USE ZONE CHART</div> <div>DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS</div>								
	Required Review Process	Minimums				Maximums		Required Parking Spaces	<div>BC ZONE</div> <div>SPECIAL REGULATIONS AND NOTES</div>
		Lot Size	Required Yards			Lot Coverage	Height of Structure		
			Front	Side (each)	Rear				
								<p>areas such as playgrounds, recreation rooms, plazas, rooftop terraces, pools, active lobbies, atriums, or other areas the director deems appropriate. A minimum of 25 percent of the usable open space provided must be common open space. Private open space such as a patio, porch, balcony, or yard may be credited toward total residential usable open space, if such private open space is a minimum of 48 square feet and has a minimum dimension of six feet.</p> <p>14. Parking spaces shall be provided as follows:</p> <p>Efficiency units – 1.0 per unit + 1 per 2 employees</p> <p>Studio units – 1.25 per unit + 1 per 2 employees</p> <p>One bedroom units – 1.5 per unit + 1 per 2 employees</p> <p>Units with two bedrooms or more – 2.0 per unit + 1 per 2 employees</p> <p>15. Alternatively, an applicant may choose to submit a parking study in accordance with FWRC 19.130.080(2).</p> <p>16. The housing will operate under a written operational plan that will include, at a minimum, the following:</p> <p>a. Residents must be referred by providers of housing and services for people experiencing homelessness.</p>	

USE REGULATIONS	USE ZONE CHART								BC ZONE
	DIRECTIONS: FIRST, read down to find use ... THEN, across for REGULATIONS								
	Required Review Process	Minimums			Maximums		Required Parking Spaces		
		Lot Size	Required Yards		Lot Coverage	Height of Structure			
			Front	Side (each)				Rear	
SPECIAL REGULATIONS AND NOTES									
<input type="checkbox"/> <input type="checkbox"/>									<div><div>Direct intake of residents at the site, without prior referral, is not allowed.</div><div>b. A description of transit, pedestrian and bicycle access from the subject site to services and schools must be provided to residents.</div><div>c. An operations plan must be provided that addresses the following elements:<div><div>i. Roles and responsibilities of key staff;</div><div>ii. Site/facility management, including a security and emergency plan;</div><div>iii. Site/facility maintenance;</div><div>iv. Occupancy policies, consistent with RCW 59.18, including resident responsibilities and a code of</div></div></div></div>

USE REGULATIONS	USE ZONE CHART							
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS							
	Required Review Process	Minimums			Maximums		Required Parking Spaces	BC ZONE  SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards		Lot Coverage	Height of Structure		
			Front	Side (each)				
<input type="checkbox"/> <input type="checkbox"/>								
								<div>conduct that includes, at a minimum, a prohibition on threatening and unsafe behavior; and, the on-site use and sale of illegal drugs;</div> <div>v. Access to human and social services, including a staffing plan and expected outcome measures;</div> <div>vi. Procedures for maintaining accurate and complete records.</div> <div>d. Providers and/or managing agencies shall have either a demonstrated experience providing similar services to people experiencing homelessness, and/or certifications or academic credentials in an applicable</div>

USE REGULATIONS	USE ZONE CHART							
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS							
	Required Review Process	Minimums			Maximums		Required Parking Spaces	BC ZONE
		Lot Size	Required Yards		Lot Coverage	Height of Structure		
Front			Side (each)	Rear				
<div><div></div><div></div></div>								<div><div>human service field, and/or applicable experience in a related program with people experiencing homelessness.</div><div>e. For health and safety reasons, the sponsor and/or managing agency shall take all reasonable and legal steps to obtain verifiable identification information, including full name and date of birth, from current and prospective residents, and shall keep a log containing this information.</div><div>f. Should the provider become aware of a current or prospective resident who has an active felony warrant, it shall follow a protocol to work with the participant to resolve any outstanding warrants with applicable legal authorities.</div></div>
<div>Process I, II, III and IV are described in Chapter 19.55 FWRC, Chapter 19.60 FWRC, Chapter 19.65 FWRC, Chapter 19.70 FWRC respectively.</div>								<div><div>For other information about parking and parking areas, see Chapter 19.130 FWRC.</div><div></div><div>For details of what may exceed this height limit, see FWRC 19.110.050 et seq.</div></div>



<div>USE REGULATIONS</div> <div><input type="checkbox"/><input type="checkbox"/></div>	USE ZONE CHART									
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS									
	<div>Required Review Process</div>	<div>Minimums</div>				<div>Maximums</div>		<div>Required Parking Spaces</div>	<div>BC ZONE</div>	
		<div>Lot Size</div>	<div>Required Yards</div>			<div>Lot Coverage</div>	<div>Height of Structure</div>		<div>SPECIAL REGULATIONS AND NOTES</div>	
			<div>Front</div>	<div>Side (each)</div>	<div>Rear</div>					
								<div>For details regarding required yards, see FWRC 19.125.160 et seq.</div>		

Section 12. Chapter 19.195 Sections is hereby amended to read as follows:

### Chapter 19.105 GENERAL DEVELOPMENT REGULATIONS

Sections:

- 19.105.010** Buildable lot.
- 19.105.020** Essential public facilities.
- 19.105.030** Lighting regulation.
- 19.105.040** Regulation of work hours.
- 19.105.050** Group homes.
- ~~**19.105.060** Social service transitional housing.~~
- 19.105.070** Family day care.
- 19.105.080** Adult family homes.
- 19.105.090** Regulated wellhead.
- 19.105.100** Repair of site improvements.

Section 13. FWRC 19.105.060 is hereby repealed in its entirety.

Section 14. Chapter 19.230 Sections is hereby amended to read as follows:

### Chapter 19.230 CITY CENTER FRAME (CC-F)<sup>1</sup>

Sections:

- 19.230.010** Office use.
- 19.230.015** Breweries, distilleries, and wineries.
- 19.230.020** Retail use.
- 19.230.030** Entertainment, etc.
- 19.230.040** Vehicle service station.
- 19.230.050** Hotel, convention and trade centers.
- 19.230.055** Emergency housing and shelter.

- 19.230.060 Multifamily dwelling units, senior citizen, or special needs housing.
- 19.230.065 Permanent supportive housing and transitional housing.
- 19.230.070 Group homes.
- ~~19.230.080 Social service transitional housing.~~
- 19.230.090 Schools – Day care facilities, commercial.
- 19.230.100 Hospitals – Convalescent centers – Nursing homes.
- 19.230.110 Parking garages.
- 19.230.120 Government facility, public parks, public transit shelter.
- 19.230.130 Public utility.
- 19.230.140 Personal wireless service facility.
- 19.230.150 Churches.
- 19.230.160 Urban agriculture.

Section 15. FWRC 19.230.080 is hereby repealed in its entirety.

Section 16. Chapter 19.195 Sections is hereby amended to read as follows:

#### Chapter 19.195 SUBURBAN ESTATE (SE)<sup>1</sup>

Sections:

- 19.195.010 Detached dwelling unit.
- 19.195.015 Permanent supportive housing and transitional housing.
- 19.195.020 Public or private stables.
- 19.195.030 Raising agricultural crops.
- 19.195.040 Keeping, raising animals, etc.
- 19.195.050 Other agricultural, livestock uses.
- 19.195.060 Churches, etc.
- 19.195.070 Golf course.
- 19.195.080 Micro-breweries, micro-distilleries, micro-wineries.
- 19.195.090 Day care facilities, commercial – Up to 50 attendees.
- 19.195.100 Schools.
- 19.195.110 Noncommercial sports fields, etc.
- 19.195.120 Community recreation areas.
- 19.195.130 Public transit shelter.
- 19.195.140 Public utility.
- 19.195.150 Government facility.
- 19.195.160 Public parks.
- 19.195.170 Cemeteries.
- 19.195.180 Accessory dwelling units.
- 19.195.190 Personal wireless service facility.

Section 17. Chapter 19.195 of the Federal Way Revised Code is hereby amended to add a

new section 19.195.015 to read as follows:

The following uses shall be permitted in the Suburban Estate zone (SE) zone subject to the regulations and notes set forth in this section:

USE REGULATIONS	USE ZONE CHART								
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS								
	Required Review Process	Minimums				Maximums		Required Parking Spaces	SE ZONE  SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards			Lot Coverage	Height of Structure		
			Front	Side (each)	Rear				
<input type="checkbox"/>	<input type="checkbox"/>								
<u>Permanent supportive housing and transitional housing</u>	<u>Process III</u>	<u>5 acres</u>	<u>30 ft.</u>	<u>20 ft.</u>	<u>20 ft.</u>	<u>10%</u>	<u>30 ft. above average building elevation</u>	<u>See Notes 9 and 10</u>	<u>1. The proposed housing, in excess of 2 units, must be distanced at least 1 mile (5,280 ft.) from any other stand-alone permanent supportive housing or transitional housing facility, as measured from the nearest points of each such property. 2. There shall be no more than 10 residences located within a single structure per lot. 3. The property is situated proximate to, and has convenient access to, public transportation, shopping, health care providers, and other services and facilities frequently utilized by the residents of the property. 4. The housing will be operated under the authority of a reputable governing board, social service, or government agency, or proprietor, to whom staff are responsible and who will be available to city officials, if necessary, to resolve concerns pertaining to the property or residents. 5. The housing will operate under a written community engagement plan, approved by</u>

USE REGULATIONS	USE ZONE CHART							
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS							
	Required Review Process	Minimums			Maximums		Required Parking Spaces	SE ZONE  SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards			Lot Coverage	Height of Structure	
		Front	Side (each)	Rear				
								<p>the governing agency, board, or official, which must address, at a minimum: 1) how the facility will engage with the community; 2) how the facility will respond to community complaints or concerns; and, 3) who is the point of contact for the community. The plan shall be provided to the city prior to occupancy and shall be updated and provided to the city as substantive changes are made to the plan.</p> <p>6. Refer to Chapter 19.125 FWRC, Outdoors, Yards, and Landscaping, for appropriate requirements.</p> <p>7. For sign requirements that apply to the project, see Chapter 19.140 FWRC.</p> <p>8. For community design guidelines that apply to the project, see Chapter 19.115 FWRC.</p> <p>9. Parking spaces shall be provided as follows:</p> <p>Efficiency units – 1.0 per unit + 1 per 2 employees</p> <p>Studio units – 1.25 per unit + 1 per 2 employees</p> <p>One bedroom units – 1.5 per unit + 1 per 2 employees</p> <p>Units with two bedrooms or more – 2.0 per unit + 1 per 2 employees.</p> <p>10. Alternatively, an applicant may choose to submit a</p>

USE REGULATIONS	USE ZONE CHART							
	DIRECTIONS: FIRST, read down to find use ... THEN, across for REGULATIONS							
	Required Review Process	Minimums			Maximums		Required Parking Spaces	SE ZONE  SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards			Lot Coverage	Height of Structure	
		Front	Side (each)	Rear				
								<p><u>parking study in accordance with FWRC 19.130.080(2).</u></p> <p><u>11. The housing will operate under a written operational plan that will include, at a minimum, the following:</u></p> <ul style="list-style-type: none"> <li>a. <u>Residents must be referred by providers of housing and services for people experiencing homelessness. Direct intake of residents at the site, without prior referral, is not allowed.</u></li> <li>b. <u>A description of transit, pedestrian and bicycle access from the subject site to services and schools must be provided to residents.</u></li> <li>c. <u>An operations plan must be provided that addresses the following elements:</u> <ul style="list-style-type: none"> <li>i. <u>Roles and responsibilities of key staff;</u></li> <li>ii. <u>Site/facility management, including a</u></li> </ul> </li> </ul>

USE REGULATIONS	USE ZONE CHART									
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS									
	Required Review Process	Minimums				Maximums		Required Parking Spaces	SE ZONE	SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards			Lot Coverage	Height of Structure			
			Front	Side (each)	Rear					
<input type="checkbox"/>										
										<div><div>security and emergency plan;</div><div>iii. Site/facility maintenance;</div><div>iv. Occupancy policies, consistent with RCW 59.18, including resident responsibilities and a code of conduct that includes, at a minimum, a prohibition on threatening and unsafe behavior; and, the on-site use and sale of illegal drugs;</div><div>v. Access to human and social services, including a staffing plan and expected outcome measures;</div></div>

USE REGULATIONS	USE ZONE CHART							
	DIRECTIONS: FIRST, read down to find use ... THEN, across for REGULATIONS							
	Required Review Process	Minimums			Maximums		Required Parking Spaces	SE ZONE  SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards		Lot Coverage	Height of Structure		
		Front	Side (each)	Rear				
								<p>vi. <u>Procedures for maintaining accurate and complete records.</u></p> <p>d. <u>Providers and/or managing agencies shall have either a demonstrated experience providing similar services to people experiencing homelessness, and/or certifications or academic credentials in an applicable human service field, and/or applicable experience in a related program with people experiencing homelessness.</u></p> <p>e. <u>For health and safety reasons, the sponsor and/or managing agency shall take all reasonable and legal steps to obtain verifiable identification information, including full name and date of birth, from current and prospective residents, and shall keep a log</u></p>

USE REGULATIONS	USE ZONE CHART							
	DIRECTIONS: FIRST, read down to find use ... THEN, across for REGULATIONS							
	Required Review Process	Minimums			Maximums		Required Parking Spaces	SE ZONE  SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards			Lot Coverage	Height of Structure	
		Front	Side (each)	Rear				
<input type="checkbox"/> <input type="checkbox"/>								<p><u>containing this information.</u></p> <p>f. <u>Should the provider become aware of a current or prospective resident who has an active felony warrant, it shall follow a protocol to work with the participant to resolve any outstanding warrants with applicable legal authorities.</u></p>
<p><u>Process I, II, III and IV are described in Chapter 19.55 FWRC, Chapter 19.60 FWRC, Chapter 19.65 FWRC, Chapter 19.70 FWRC respectively.</u></p>								<p><u>For other information about parking and parking areas, see Chapter 19.130 FWRC.</u></p> <p><u>For details of what may exceed this height limit, see FWRC 19.110.050 et seq.</u></p> <p><u>For details regarding required yards, see FWRC 19.125.160 et seq.</u></p>

Section 18. Chapter 19.200 Sections is hereby amended to read as follows:

**Chapter 19.200**  
**SINGLE-FAMILY RESIDENTIAL (RS)<sup>1</sup>**

Sections:

**19.200.010 Detached dwelling unit.**

**19.200.020 Zero lot line townhouse and townhouse (attached) dwelling units.**



- 19.200.040 Manufactured home parks.
- 19.200.045 Permanent supportive housing and transitional housing.
- 19.200.050 Churches, etc.
- 19.200.060 Golf course.
- 19.200.080 Day care facilities, commercial – Up to 50 attendees.
- 19.200.090 Schools.
- 19.200.100 Senior citizen or special needs housing.
- 19.200.110 Noncommercial sports fields, etc.
- 19.200.120 Recreation areas.
- 19.200.130 Public transit shelter.
- 19.200.140 Public utility.
- 19.200.150 Government facility.
- 19.200.160 Public parks.
- 19.200.170 Cemeteries.
- 19.200.180 Accessory dwelling units.
- 19.200.190 Personal wireless service facility.
- 19.200.200 Urban agriculture.

Section 19. Chapter 19.200 of the Federal Way Revised Code is hereby amended to add a new section 19.200.045 to read as follows:

**19.200.045 Permanent supportive housing and transitional housing.**

The following uses shall be permitted in the Single-Family Residential (RS) zone subject to the regulations and notes set forth in this section:

USE REGULATIONS	USE ZONE CHART								RS ZONE	
	DIRECTIONS: FIRST, read down to find use ... THEN, across for REGULATIONS									
	Required Review Process	Minimums				Maximums		Required Parking Spaces		SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards			Lot Coverage	Height of Structure			
			Front	Side (each)	Rear					
<div>☐</div> <div>☐</div>										
Permanent supportive housing and transitional housing	Process III	See Note 1.	20 ft.	10 ft.	20 ft.	See Note 9	30 ft. above average building elevation	See Notes 11 and 12	1. Minimum lot size is as follows: a. In RS 35.0 zones, the minimum lot size is 35,000 sq. ft. b. In RS 15.0 zones, the minimum lot size is 15,000 sq. ft. c. In RS 9.6 zones, the	

USE REGULATIONS	USE ZONE CHART							
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS							
	Required Review Process	Minimums			Maximums		Required Parking Spaces	RS ZONE  SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards		Lot Coverage	Height of Structure		
		Front	Side (each)	Rear				
								<p>minimum lot size is 9,600 sq. ft.</p> <p>d. In RS 7.2 zones, the minimum lot size is 7,200 sq. ft.</p> <p>e. In RS 5.0 zones, the minimum lot size is 5,000 sq. ft.</p> <p>2. The proposed housing, in excess of 2 units, must be distanced at least 1 mile (5,280 ft.) from any other stand-alone permanent supportive housing or transitional housing facility, as measured from the nearest points of each such property.</p> <p>3. There shall be no more than 6 residences located within a single structure per lot.</p> <p>4. The property is situated proximate to, and has convenient access to, public transportation, shopping, health care providers, and other services and facilities frequently utilized by the residents of the property.</p> <p>5. The housing will operate under a written community engagement plan, approved by the governing agency, board, or official, which must address, at a minimum: 1) how the facility will engage with the community; 2) how the facility will respond to community complaints or concerns; and, 3) who is the point of contact for the community. The plan shall be provided to the city prior to occupancy and shall be updated and provided to the</p>

USE REGULATIONS	USE ZONE CHART								
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS								
	Required Review Process	Minimums				Maximums		Required Parking Spaces	RS ZONE  SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards			Lot Coverage	Height of Structure		
			Front	Side (each)	Rear				
<input type="checkbox"/>									<p>city as substantive changes are made to the plan.</p> <p>6. Refer to Chapter 19.125 FWRC, Outdoors, Yards, and Landscaping, for appropriate requirements.</p> <p>7. For sign requirements that apply to the project, see Chapter 19.140 FWRC.</p> <p>8. For community design guidelines that apply to the project, see Chapter 19.115 FWRC.</p> <p>9. Maximum lot coverage is as follows:</p> <p>a. In RS 35.0 = 50%.</p> <p>b. In RS 15.0 = 50%.</p> <p>c. In RS 9.6 = 60%.</p> <p>d. In RS 7.2 = 60%.</p> <p>e. In RS 5.0 = 60%.</p> <p>f. See FWRC 19.110.020(2)(b) for calculation of lot coverage for flag lots.</p> <p>10. The subject property must contain at least 400 sq. ft. of open space per dwelling unit. This includes a minimum of 200 sq. ft. of private open space for each unit and the remainder as usable common open space. Private open space may include yards, patios, and balconies. Type III landscaping 10 ft. in width shall be provided along all arterial rights-of-way. Said landscaping shall be in a separate tract and shall be credited to the common open</p>

USE REGULATIONS	USE ZONE CHART									
	DIRECTIONS: FIRST, read down to find use ... THEN, across for REGULATIONS									
	Required Review Process	Minimums				Maximums		Required Parking Spaces	RS ZONE	SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards			Lot Coverage	Height of Structure			
Front			Side (each)	Rear						
<div><div></div><div></div></div>										<div>space requirement. At least 10 percent of the public open space must be developed and maintained with children's play equipment, except for housing for the exclusive use of persons over 55 years of age, in which case the open space shall be developed with age-appropriate equipment. If the subject property contains four or more units, this required public open space must be in one or more pieces, each having both a length and width of at least 25 ft. In addition, if the subject property contains 20 or more units, at least 50 percent of this required open space must be in one or more pieces each having a length and width of at least 40 ft</div> <div>11. Parking spaces shall be provided as follows:</div> <div>Efficiency units – 1.0 per unit + 1 per 2 employees</div> <div>Studio units – 1.25 per unit + 1 per 2 employees</div> <div>One bedroom units – 1.5 per unit + 1 per 2 employees</div> <div>Units with two bedrooms or more – 2.0 per unit + 1 per 2 employees</div> <div>12. Alternatively, an applicant may choose to submit a parking study in accordance with FWRC 19.130.080(2).</div> <div>13. The housing will operate under a written operational</div>

USE REGULATIONS	USE ZONE CHART									
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS									
	Required Review Process	Minimums				Maximums		Required Parking Spaces	RS ZONE	SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards			Lot Coverage	Height of Structure			
			Front	Side (each)	Rear					
<input type="checkbox"/>										
<input type="checkbox"/>										
										<p>plan that will include, at a minimum, the following:</p> <p>a. Residents must be referred by providers of housing and services for people experiencing homelessness. Direct intake of residents at the site, without prior referral, is not allowed.</p> <p>b. A description of transit, pedestrian and bicycle access from the subject site to services and schools must be provided to residents.</p> <p>c. An operations plan must be provided that addresses the following elements:</p> <p>i. Roles and responsibilities of key staff;</p> <p>ii. Site/facility management, including a security and emergency plan;</p>

USE REGULATIONS	USE ZONE CHART								
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS								
	Required Review Process	Minimums				Maximums		Required Parking Spaces	RS ZONE  SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards			Lot Coverage	Height of Structure		
			Front	Side (each)	Rear				
<div><div></div><div></div></div>								<div><div>iii. <u>Site/facility maintenance;</u></div><div>iv. <u>Occupancy policies, consistent with RCW 59.18, including resident responsibilities and a code of conduct that includes, at a minimum, a prohibition on threatening and unsafe behavior; and, the on-site use and sale of illegal drugs;</u></div><div>v. <u>Access to human and social services, including a staffing plan and expected outcome measures;</u></div><div>vi. <u>Procedures for maintaining accurate and</u></div></div>	

USE REGULATIONS	USE ZONE CHART							
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS							
	Required Review Process	Minimums			Maximums		Required Parking Spaces	RS ZONE  SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards		Lot Coverage	Height of Structure		
		Front	Side (each)	Rear				
								<p><u>complete records.</u></p> <p>d. <u>Providers and/or managing agencies shall have either a demonstrated experience providing similar services to people experiencing homelessness, and/or certifications or academic credentials in an applicable human service field, and/or applicable experience in a related program with people experiencing homelessness.</u></p> <p>e. <u>For health and safety reasons, the sponsor and/or managing agency shall take all reasonable and legal steps to obtain verifiable identification information, including full name and date of birth, from current and prospective residents, and shall keep a log containing this information.</u></p>

USE REGULATIONS	USE ZONE CHART									
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS									
	Required Review Process	Minimums				Maximums		Required Parking Spaces	RS ZONE	SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards			Lot Coverage	Height of Structure			
			Front	Side (each)	Rear					
								</		

Section 20. Chapter 19.220 of the Federal Way Revised Code is hereby amended to add a new section 19.220.105 to read as follows:

**19.220.105 Emergency housing and shelter.**

The following uses shall be permitted in the community business (BC) zone subject to the regulations and notes set forth in this section:



USE REGULATIONS	USE ZONE CHART						
	DIRECTIONS: FIRST, read down to find use ... THEN, across for REGULATIONS						
	Required Review Process	Minimums			Height of Structure	Required Parking Spaces	BC Zone
		Lot Size	Required Yards				
Front	Side (each)		Rear	SPECIAL REGULATIONS AND NOTES			
<div><input type="checkbox"/> <input type="checkbox"/></div> <div>Emergency housing and shelter</div>	Process III	None	5 ft.	See notes 1 and 2  - Except 20 ft. along single-family residential zones  See Note 10	45 ft. above average building elevation (AABE) to 55 ft. AABE  - See Notes 6 and 7	See Notes 13 and 14	1. Minimum side and rear yards shall be 20 feet adjacent to residential zones and 5 ft. adjacent to all other zones. 2. The city may permit these uses only if: a. A stand-alone facility is distanced at least 1,000 ft. from any other stand-alone facility under this classification or public school, as measured from the nearest points of each such property. b. The facility and program secures and maintains all licenses and/or approvals as required by the state. c. The property is situated proximate to, and has convenient access to, public transportation, shopping, health care providers, and other services and facilities frequently utilized by the residents of the property. d. The program will be operated under the authority of a reputable governing board, social service, or government agency, or proprietor, to whom staff are responsible and who will be available to city officials, if necessary, to resolve concerns pertaining to the facility. e. The facility will have staffing, supervision, and security arrangements appropriate to the number of residents and to its hours of operation. f. The facility will not create unreasonable impacts on traffic, public utilities and services or on

USE REGULATIONS	USE ZONE CHART							
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS							
	Required Review Process	Minimums Lot Size	Required Yards			Height of Structure	Required Parking Spaces	BC Zone
			Front	Side (each)	Rear			
								SPECIAL REGULATIONS AND NOTES
								<p><u>nearby residences.</u></p> <p><u>g. The facility is in compliance with applicable health, fire, building, and safety requirements.</u></p> <p><u>h. The housing will operate under a written community engagement plan, approved by the governing agency, board, or official, which must address, at a minimum: 1) how the facility will engage with the community; 2) how the facility will respond to community complaints or concerns; and, 3) who is the point of contact for the community. The plan shall be provided to the city prior to occupancy and shall be updated and provided to the city as substantive changes are made to the plan.</u></p> <p><u>3. The city will determine the maximum number of residents and the number of dwelling units or occupancy rooms or suites permitted in a stand-alone development based on the following criteria:</u></p> <p><u>a. The specific nature of the occupancy and the persons that will be housed in the proposed development.</u></p> <p><u>b. The size of the dwelling units or occupancy rooms or suites and the specific configuration of the facilities within these units, rooms, or suites.</u></p> <p><u>c. The impacts on nearby residential uses of the proposed development.</u></p> <p><u>d. The architecture, site design,</u></p>

USE ZONE CHART							
DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS							
USE REGULATIONS	Required Review Process	Minimums			Height of Structure	Required Parking Spaces	BC Zone <u>                    </u> SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards				
			Front	Side (each)			
<div style="border: 1px solid black; height: 100px; width: 100%;"></div>							<p>and other design features of the proposed development.</p> <p>4. A minimum of one unit and no more than five percent of the total dwelling units in a mixed-use development may be social services transitional housing.</p> <p>5. Floor area requirements, minimum sleeping areas, and bathroom facilities will be determined on a case-by-case basis.</p> <p>6. If approved by the director of community development, the height of a structure may exceed 40 ft. above average building elevation (AABE), to a maximum of 55 ft. AABE and four floors, if all of the following criteria are met:</p> <p style="padding-left: 20px;">a. The increased height is necessary to accommodate the structural, equipment, or operational needs of the use conducted in the building, and/or all ground floor spaces have a minimum floor-to-ceiling height of 13 ft. and a minimum depth of 15 ft.;</p> <p style="padding-left: 20px;">b. Height also complies with note 7;</p> <p style="padding-left: 20px;">c. Height over 40 ft. is set back from nonresidential zones by one additional ft. for each one ft. of height over 40 ft.; and</p> <p style="padding-left: 20px;">d. Rooflines are designed to avoid a predominantly flat and featureless appearance through variations in roof height, forms, angles, and materials.</p>

<div>USE REGULATIONS</div> <div><div><div></div><div></div></div></div>	USE ZONE CHART						
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS						
	Required Review Process	Minimums			Height of Structure	Required Parking Spaces	BC Zone  SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards				
			Front	Side (each)			
						7. Building height may not exceed 30 ft. AABE when located within 100 ft. of a single-family residential zone.	
<div>Process I, II, III and IV are described in Chapter 19.55 FWRC, Chapter 19.60 FWRC, Chapter 19.65 FWRC, Chapter 19.70 FWRC respectively.</div>							<div>For other information about parking and parking areas, see Chapter 19.130 FWRC.</div> <div>For details of what may exceed this height limit, see FWRC 19.110.050 et seq. For details regarding required yards, see FWRC 19.125.160 et seq.</div>

### 19.220.105 Emergency housing and shelter. (Continued)

USE REGULATIONS	USE ZONE CHART						
	DIRECTIONS: FIRST, read down to find use ... THEN, across for REGULATIONS						
	Required Review Process	Minimums			Height of Structure	Required Parking Spaces	BC Zone  SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards				
			Front	Side (each)			
-	-	-	-	-	-	-	8. No maximum lot coverage is established. Instead, the buildable area will be determined by other site development requirements, i.e., required buffers, parking lot landscaping, surface water facilities, etc. 9. For community design guidelines that apply to the project, see Chapter 19.115 FWRC. 10. For landscaping requirements that

USE REGULATIONS	USE ZONE CHART						
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS						
	Required Review Process	Minimums			Height of Structure	Required Parking Spaces	BC Zone  SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards				
	Front		Side (each)	Rear			
							<p>apply to the project, see Chapter 19.125 FWRC.</p> <p>11. For sign requirements that apply to the project, see Chapter 19.140 FWRC.</p> <p>12. Refer to Chapter 19.265 FWRC to determine what other provisions of this title may apply to the subject property.</p> <p>13. Parking spaces shall be provided as follows:</p> <p>Efficiency units – 1.0 per unit + 1 per 2 employees</p> <p>Studio units – 1.25 per unit + 1 per 2 employees</p> <p>One bedroom units – 1.5 per unit + 1 per 2 employees</p> <p>Units with two bedrooms or more – 2.0 per unit + 1 per 2 employees</p> <p>14. Alternatively, an applicant may choose to submit a parking study in accordance with FWRC 19.130.080(2).</p> <p>15. The housing will operate under a written operational plan that will include, at a minimum, the following:</p> <p>a. Residents must be referred by providers of housing and services for people experiencing homelessness. Direct intake of residents at the site, without prior referral, is not allowed.</p> <p>b. A description of transit, pedestrian and bicycle access from the subject site to services and schools must be provided to residents.</p>



USE REGULATIONS	USE ZONE CHART						
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS						
	Required Review Process	Minimums			Height of Structure	Required Parking Spaces	BC Zone  SPECIAL REGULATIONS AND NOTES
		Lot Size	Front	Required Yards Side (each)	Rear		
							<p><u>plan and expected outcome measures;</u></p> <p>vi. <u>Procedures for maintaining accurate and complete records.</u></p> <p>d. <u>Providers and/or managing agencies shall have either a demonstrated experience providing similar services to people experiencing homelessness, and/or certifications or academic credentials in an applicable human service field, and/or applicable experience in a related program with people experiencing homelessness.</u></p> <p>e. <u>For health and safety reasons, the sponsor and/or managing agency shall take all reasonable and legal steps to obtain verifiable identification information, including full name and date of birth, from current and prospective residents, and shall keep a log containing this information.</u></p> <p>f. <u>Should the provider become aware of a current or prospective resident who has an active felony</u></p>





- 19.225.090 Schools – Day care facilities, commercial.  
 19.225.100 Government facility, public parks, public transit shelter.  
 19.225.110 Public utility.  
 19.225.120 Personal wireless service facility.  
 19.225.130 Churches.  
 19.225.140 Urban agriculture.

Section 22. Chapter 19.225 of the Federal Way Revised Code is hereby amended to add a new section 19.225.055 to read as follows:

**19.225.055 Emergency housing and shelter.**

The following uses shall be permitted in the City Center Core (CC-C) zone subject to the regulations and notes set forth in this section:

	USE ZONE CHART						
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS						
		Minimums					CC-C ZONE
	Required Review Process	Lot Size	Required Yards		Height of Structure	Required Parking Spaces	
			Front	Side (each)			
USE REGULATIONS							SPECIAL REGULATIONS AND NOTES
Emergency housing and shelter	Process III	None	20 ft.	5 ft.	70 ft.  or  200 ft.  See Note 5	See Notes 11 and 12	1. Minimum side and rear yards shall be 20 feet along residential zones and 5 ft. along all other zones. 2. The city may permit these uses only if: a. A stand-alone facility is distanced at least 1,000 ft. from any other stand-alone facility under this classification or public school, as measured from the nearest points of each such property b. The facility and program secures and maintains all licenses and/or approvals as required by the state. c. The property is situated proximate to, and has convenient access to, public transportation, shopping, health care providers, and other services and facilities frequently utilized by the residents of the property.



USE REGULATIONS	USE ZONE CHART						
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS						
	Required Review Process	Minimums			Height of Structure	Required Parking Spaces	CC-C ZONE  SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards				
Front	Side (each)		Rear				
<div><div></div><div></div></div>							
<p>Process I, II, III and IV are described in Chapter 19.55 FWRC, Chapter 19.60 FWRC, Chapter 19.65 FWRC, Chapter 19.70 FWRC respectively.</p>							<p>For other information about parking and parking areas, see Chapter 19.130 FWRC.</p> <p>For details of what may exceed this height limit, see FWRC 19.110.050 et seq.</p> <p>For details regarding required yards, see FWRC 19.125.160 et seq.</p>

# **19.225.055 Emergency housing shelter. (Continued)**

USE REGULATIONS	USE ZONE CHART							
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS							
	Required Review Process	Minimums				Height of Structure	Required Parking Spaces	SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards					
Front			Side (each)	Rear				
<input type="checkbox"/> <input type="checkbox"/>								
	-	-	-	-	-	-	-	<p>6. No maximum lot coverage is established. Instead, the buildable area will be determined by other site development requirements, i.e., required buffers, parking lot landscaping, surface water facilities, etc.</p> <p>7. For community design guidelines that apply to the project, see Chapter 19.115 FWRC.</p> <p>8. For landscaping requirements that apply to the project, see Chapter 19.125 FWRC.</p> <p>9. For sign requirements that apply to the project, see Chapter 19.140 FWRC.</p> <p>10. Refer to Chapter 19.265 FWRC to determine what other provisions of this title may apply to the subject property.</p> <p>11. Parking spaces shall be provided as follows:</p> <p>Efficiency units – 1.0 per unit + 1 per 2 employees</p> <p>Studio units – 1.25 per unit + 1 per 2 employees</p> <p>One bedroom units – 1.5 per unit + 1 per 2 employees</p> <p>Units with two bedrooms or more – 2.0 per unit+ 1 per 2 employees</p> <p>12. Alternatively, an applicant may choose to submit a parking study in accordance with FWRC 19.130.080(2).</p> <p>13. The housing will operate under a written operational plan that will include, at a minimum, the following:</p> <p>a. Residents must be referred by providers of housing and services for people experiencing homelessness.</p> <p>Direct intake of residents at the site,</p>

USE ZONE CHART								
DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS								
USE REGULATIONS	Required Review Process	Minimums				Height of Structure	Required Parking Spaces	SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards					
			Front	Side (each)	Rear			
<input type="checkbox"/> <input type="checkbox"/>								<p><u>without prior referral, is not allowed.</u></p> <p>b. <u>A description of transit, pedestrian and bicycle access from the subject site to services and schools must be provided to residents.</u></p> <p>c. <u>An operations plan must be provided that addresses the following elements:</u></p> <ul style="list-style-type: none"> <li>i. <u>Roles and responsibilities of key staff;</u></li> <li>ii. <u>Site/facility management, including a security and emergency plan;</u></li> <li>iii. <u>Site/facility maintenance;</u></li> <li>iv. <u>Occupancy policies, consistent with RCW 59.18, including resident responsibilities and a code of conduct that includes, at a minimum, a prohibition on</u></li> </ul>

USE REGULATIONS	USE ZONE CHART						
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS						
	Required Review Process	Minimums			Height of Structure	Required Parking Spaces	SPECIAL REGULATIONS AND NOTES
		Lot Size	Front	Required Yards Side (each) Rear			
<input type="checkbox"/> <input type="checkbox"/>							<p><u>threatening and unsafe behavior; and, the on-site use and sale of illegal drugs;</u></p> <p>v. <u>Access to human and social services, including a staffing plan and expected outcome measures;</u></p> <p>vi. <u>Procedures for maintaining accurate and complete records.</u></p> <p>d. <u>Providers and/or managing agencies shall have either a demonstrated experience providing similar services to people experiencing homelessness, and/or certifications or academic credentials in an applicable human service field, and/or applicable experience in a related program with people experiencing homelessness.</u></p> <p>e. <u>For health and safety reasons, the sponsor and/or managing agency shall take all reasonable and legal steps to</u></p>

- - - - - - - <b>USE REGULATIONS</b> <div><div></div><div></div></div>	USE ZONE CHART DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS							
	Required Review Process	Minimums				Height of Structure	Required Parking Spaces	
		Lot Size	Required Yards					
			Front	Side (each)	Rear			
SPECIAL REGULATIONS AND NOTES								
								<div>obtain verifiable identification information, including full name and date of birth, from current and prospective residents, and shall keep a log containing this information.</div> <div>f. Should the provider become aware of a current or prospective resident who has an active felony warrant, it shall follow a protocol to work with the participant to resolve any outstanding warrants with applicable legal authorities.</div>
- Process I, II, III and IV are described in Chapter 19.55 FWRC, Chapter 19.60 FWRC, Chapter 19.65 FWRC, Chapter 19.70 FWRC respectively.			-	-	-	-	-	- <div>For other information about parking and parking areas, see Chapter 19.130 FWRC.</div> <div>-</div> <div>-</div> <div>For details of what may exceed this height limit, see FWRC 19.110.050 et seq. For details regarding required yards, see FWRC 19.125.160 et seq.</div>

Section 23. Chapter 19.225 of the Federal Way Revised Code is hereby amended to add a new section 19.225.075 to read as follows:

**19.225.075 Permanent supportive housing and transitional housing.**

The following uses shall be permitted in the City Center Core (CC-C) zone subject to the regulations and notes set forth in this section:

USE REGULATIONS	USE ZONE CHART								
	DIRECTIONS: FIRST, read down to find use ... THEN, across for REGULATIONS								
	Required Review Process	Minimums				Maximums		Required Parking Spaces	CC-C ZONE  SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards			Lot Coverage	Height of Structure		
			Front	Side (each)	Rear				
<input type="checkbox"/> <input type="checkbox"/>									
Permanent supportive housing and transitional housing	Process III	None	10 feet			None	70 ft. or 200 ft.  See Notes 11 and 12	See Notes 16 and 17	<u>1. The proposed housing, in excess of 2 units, must be distanced at least ½ mile (2,640 ft.) from any other stand-alone permanent supportive housing or transitional housing facility, as measured from the nearest points of each such property.</u> <u>2. There shall be no more than 110 residences located within a single facility or complex.</u> <u>3. The property is situated proximate to, and has convenient access to, public transportation, shopping, health care providers, and other services and facilities frequently utilized by the residents of the property.</u> <u>4. The facility or complex will be operated under the authority of a reputable governing board, social service, or government agency, or proprietor, to whom staff are responsible and who will be available to city officials, if necessary, to resolve concerns pertaining to the property or residents.</u> <u>5. The housing will operate under a written community engagement plan, approved by the governing agency, board, or official, which must address, at a minimum: 1) how the facility will engage with the community; 2) how the facility will respond to community complaints or concerns; and, 3) who is the point of contact for the community. The plan shall be provided to the</u>



USE REGULATIONS	USE ZONE CHART								
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS								
	Required Review Process	Minimums			Maximums		Required Parking Spaces	CC-C ZONE  - SPECIAL REGULATIONS AND NOTES	
		Lot Size	Required Yards			Lot Coverage			Height of Structure
			Front	Side (each)	Rear				
<input type="checkbox"/> <input type="checkbox"/>									
								<p>city prior to occupancy and shall be updated and provided to the city as substantive changes are made to the plan.</p> <p>6. Refer to Chapter 19.125 FWRC, Outdoors, Yards, and Landscaping, for appropriate requirements.</p> <p>7. For sign requirements that apply to the project, see Chapter 19.140 FWRC.</p> <p>8. For community design guidelines that apply to the project, see Chapter 19.115 FWRC.</p> <p>9. Where the building is located near right-of-way, the ground floor must consist of non-residential space(s) with a minimum floor-to-ceiling height of 13 ft.; or, residential spaces that contribute an active presence to the streetscape.</p> <p>10. Primary building entries to residential, retail, or parking must face an arterial street with no multifamily residential ground-floor parking visible from arterial streets.</p> <p>11. All buildings, except for related parking structures up to 65 ft. in height (six stories), must be gabled with pitched roofs, unless the building is taller than 35 ft. (three stories) with a rooftop that contributes to the multifamily open space requirements.</p> <p>12. Building height may be increased from the permitted outright height of 70 ft. to 200 ft. in exchange for providing publicly visible streetscape amenities, as defined in FWRC 19.05.190, along</p>	

USE REGULATIONS	USE ZONE CHART									
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS									
	Required Review Process	Minimums				Maximums		Required Parking Spaces	CC-C ZONE	SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards			Lot Coverage	Height of Structure			
Front			Side (each)	Rear						
<div><div></div><div></div></div>										<div><div>the right-of-way; the siting and design of which shall be approved by the director.</div><div>13. The subject property must provide usable open space in a total amount equal to at least 100 sq. ft. per dwelling unit and may include private open spaces such as yards, patios, and balconies, as well as common open spaces such as plazas, playgrounds, recreation rooms, rooftop terraces, p-patches, pools, active lobbies, and atriums. A minimum of 25 percent of the usable open space provided must be common open space. All eligible usable open space shall also meet the requirements specified in FWRC 19.115.115. A fee-in-lieu payment may be utilized for up to 50 percent of the usable open space as specified in FWRC 19.115.115.</div><div>14. Any common open space requirements may be reduced at the discretion of the director, if an open space study documents that less common open space will be adequate to serve the needs of the residents.</div><div>15. Surface parking areas must be located so that they are not visible from arterials or pedestrian oriented walkways. When determined by the director or designee that such requirement is not feasible, surface parking may be</div></div>

USE REGULATIONS	USE ZONE CHART								
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS								
	Required Review Process	Minimums				Maximums		Required Parking Spaces	CC-C ZONE  SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards			Lot Coverage	Height of Structure		
			Front	Side (each)	Rear				
<input type="checkbox"/>									
									<div>screened from public view by a compact evergreen hedge, a solid wall or fence, or in a manner approved by the community development director or designee.</div> <div>16. Parking spaces shall be provided as follows:</div> <div>Efficiency units – 1.0 per unit + 1 per 2 employees</div> <div>Studio units – 1.25 per unit + 1 per 2 employees</div> <div>One bedroom units – 1.5 per unit + 1 per 2 employees</div> <div>Units with two bedrooms or more – 2.0 per unit + 1 per 2 employees</div> <div>17. Alternatively, an applicant may choose to submit a parking study in accordance with FWRC 19.130.080(2).</div> <div>18. The housing will operate under a written operational plan that will include, at a minimum, the following:</div> <div>a. Residents must be referred by providers of housing and services for people experiencing homelessness. Direct intake of residents at the site, without prior referral, is not allowed.</div> <div>b. A description of transit, pedestrian and bicycle access from the subject site to services and schools must be</div>

USE REGULATIONS	USE ZONE CHART							
	DIRECTIONS: FIRST, read down to find use ... THEN, across for REGULATIONS							
	Required Review Process	Minimums			Maximums		Required Parking Spaces	CC-C ZONE
		Lot Size	Required Yards			Lot Coverage	Height of Structure	
			Front	Side (each)	Rear			SPECIAL REGULATIONS AND NOTES
								<p><u>provided to residents.</u></p> <p>c. <u>An operations plan must be provided that addresses the following elements:</u></p> <ul style="list-style-type: none"> <li>i. <u>Roles and responsibilities of key staff;</u></li> <li>ii. <u>Site/facility management, including a security and emergency plan;</u></li> <li>iii. <u>Site/facility maintenance;</u></li> <li>iv. <u>Occupancy policies, consistent with RCW 59.18, including resident responsibilities and a code of conduct that includes, at a minimum, a prohibition on threatening and unsafe behavior; and,</u></li> </ul>

USE REGULATIONS	USE ZONE CHART								
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS								
	Required Review Process	Minimums			Maximums		Required Parking Spaces	CC-C ZONE  SPECIAL REGULATIONS AND NOTES	
		Lot Size	Required Yards			Lot Coverage			Height of Structure
			Front	Side	Rear				
(each)									
<input type="checkbox"/>	<input type="checkbox"/>								
								<div><div>the on-site use and sale of illegal drugs;</div><div>v. Access to human and social services, including a staffing plan and expected outcome measures;</div><div>vi. Procedures for maintaining accurate and complete records.</div><div>d. Providers and/or managing agencies shall have either a demonstrated experience providing similar services to people experiencing homelessness, and/or certifications or academic credentials in an applicable human service field, and/or applicable experience in a related program with people experiencing homelessness.</div><div>e. For health and safety reasons, the sponsor and/or managing agency shall take</div></div>	

USE REGULATIONS	USE ZONE CHART								
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS								
	Required Review Process	Minimums			Maximums		Required Parking Spaces	CC-C ZONE	
		Lot Size	Required Yards			Lot Coverage			Height of Structure
			Front	Side (each)	Rear				
SPECIAL REGULATIONS AND NOTES									
<div><div></div><div></div></div>								<div><div>all reasonable and legal steps to obtain verifiable identification information, including full name and date of birth, from current and prospective residents, and shall keep a log containing this information.</div><div>f. Should the provider become aware of a current or prospective resident who has an active felony warrant, it shall follow a protocol to work with the participant to resolve any outstanding warrants with applicable legal authorities.</div></div>	
<div>Process I, II, III and IV are described in Chapter 19.55 FWRC, Chapter 19.60 FWRC, Chapter 19.65 FWRC, Chapter 19.70 FWRC respectively.</div>								<div>For other information about parking and parking areas, see Chapter 19.130 FWRC.</div> <div>-</div> <div>-</div> <div>For details of what may exceed this height limit, see FWRC 19.110.050 et seq.</div> <div>For details regarding required yards, see FWRC 19.125.160 et seq.</div>	

Section 24. Chapter 19.230 of the Federal Way Revised Code is hereby amended to add a new section 19.230.055 to read as follows:

### 19.230.055 Emergency housing and shelter.

The following uses shall be permitted in the City Center Frame (CC-F) zone subject to the regulations and notes set forth in this section:

USE REGULATIONS	USE ZONE CHART						
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS						
	Required Review Process	Minimums			Height of Structure	Required Parking Spaces	CC-F ZONE
		Lot Size	Required Yards				
Front			Side (each)	Rear			
<input type="checkbox"/> <input type="checkbox"/>							SPECIAL REGULATIONS AND NOTES
<u>Emergency housing and shelter</u>	<u>Process III</u>	<u>None</u>	<u>5 ft.</u>	<u>See notes 1 and 2</u>  <u>See note 8</u>	<u>45 ft. above average building elevation (AABE) to 55 ft. AABE</u>  <u>- See notes 4 and 5</u>	<u>See Notes 11 and 12</u>	<u>1. Minimum side and rear yards shall be 20 feet along residential zones and 5 ft. along all other zones.</u> <u>2. The city may permit these uses only if:</u> <u>a. A stand-alone facility is distanced at least 1,000 ft. from any other stand-alone facility under this classification or public school, as measured from the nearest points of each such property</u> <u>b. The facility and program secures and maintains all licenses and/or approvals as required by the state.</u> <u>c. The property is situated proximate to, and has convenient access to, public transportation, shopping, health care providers, and other services and facilities frequently utilized by the residents of the property.</u> <u>d. The program will be operated under the authority of a reputable governing board, social service, or government agency, or proprietor, to whom staff are responsible and who will be available to city officials, if necessary, to resolve concerns pertaining to the facility.</u> <u>e. The facility will have staffing, supervision, and security arrangements appropriate to the number of residents and to its hours</u>

USE ZONE CHART							
DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS							
USE REGULATIONS	Required Review Process	Minimums			Height of Structure	Required Parking Spaces	<p align="center"><b>CC-F ZONE</b></p> <p><b>SPECIAL REGULATIONS AND NOTES</b></p>
		Lot Size	Required Yards				
			Front	Side (each)			
<div> <div></div> <div></div> </div>							<p>of operation.</p> <p>f. The facility will not create unreasonable impacts on traffic, public utilities and services or on nearby residences.</p> <p>g. The facility is in compliance with applicable health, fire, building, and safety requirements.</p> <p>h. The housing will operate under a written community engagement plan, approved by the governing agency, board, or official, which must address, at a minimum: 1) how the facility will engage with the community; 2) how the facility will respond to community complaints or concerns; and, 3) who is the point of contact for the community. The plan shall be provided to the city prior to occupancy and shall be updated and provided to the city as substantive changes are made to the plan.</p> <p>3. The city will determine the maximum number of residents and the number of dwelling units or occupancy rooms or suites permitted in a stand-alone development based on the following criteria:</p> <p>a. The specific nature of the occupancy and the persons that will be housed in the proposed development.</p> <p>b. The size of the dwelling units or occupancy rooms or suites and the specific configuration of the facilities within these units, rooms, or suites.</p> <p>c. The impacts on nearby residential uses of the proposed development.</p>



USE REGULATIONS	USE ZONE CHART						
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS						
	Required Review Process	Minimums			Height of Structure	Required Parking Spaces	CC-F ZONE
		Lot Size	Required Yards				
Front	Side (each)		Rear	SPECIAL REGULATIONS AND NOTES			
							<p>d. The architecture, site design, and other design features of the proposed development.</p> <p>4. If approved by the director of community development, the height of a structure may exceed 40 ft. above average building elevation (AABE), to a maximum of 55 ft. AABE and four floors, if all of the following criteria are met;</p> <p>a. The increased height is necessary to accommodate the structural, equipment, or operational needs of the use conducted in the building, and/or all ground floor spaces have a minimum floor-to-ceiling height of 13 ft. and a minimum depth of 15 ft.;</p> <p>b. Height also complies with note 5;</p> <p>c. Height over 40 ft. is set back from all residential zones by one additional ft. for each one ft. of height over 40 ft.; and</p> <p>d. Rooflines are designed to avoid a predominantly flat and featureless appearance through variations in roof height, forms, angles, and materials.</p> <p>5. Building height may not exceed 30 ft. AABE when located within 100 ft. of a single-family residential zone.</p>
	</						

<div>USE REGULATIONS</div> <div><div></div><div></div></div>	USE ZONE CHART						
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS						
	Required Review Process	Minimums			Height of Structure	Required Parking Spaces	CC-F ZONE
		Lot Size	Required Yards				
			Front	Side (each)	Rear		
SPECIAL REGULATIONS AND NOTES							
For details of what may exceed this height limit, see FWRC 19.110.050 et seq. For details regarding required yards, see FWRC 19.125.160 et seq.							

<div>USE REGULATIONS</div> <div><div></div><div></div></div>	USE ZONE CHART						
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS						
	Required Review Process	Minimums			Height of Structure	Required Parking Spaces	CC-F ZONE
		Lot Size	Required Yards				
			Front	Side (each)	Rear		
SPECIAL REGULATIONS AND NOTES							
6. No maximum lot coverage is established. Instead, the buildable area will be determined by other site development requirements, i.e., required buffers, parking lot landscaping, surface water facilities, etc. 7. For community design guidelines that apply to the project, see Chapter 19.115 FWRC. 8. For landscaping requirements that apply to the project, see Chapter 19.125 FWRC. 9. For sign requirements that apply to the project, see Chapter 19.140 FWRC. 10. Refer to Chapter 19.265 FWRC to determine what other provisions of this title may apply to the subject property. 11. Parking spaces shall be provided as follows: Efficiency units – 1.0 per unit + 1							

USE REGULATIONS	USE ZONE CHART							
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS							
	Required Review Process	Minimums				Height of Structure	Required Parking Spaces	CC-F ZONE
		Lot Size	Required Yards					
			Front	Side (each)	Rear			
SPECIAL REGULATIONS AND NOTES								
								<div>per 2 employees</div> <div>Studio units – 1.25 per unit + 1</div> <div>per 2 employees</div> <div>One bedroom units – 1.5 per unit + 1 per 2 employees</div> <div>Units with two bedrooms or more – 2.0 per unit + 1 per 2 employees</div> <div>12. Alternatively, an applicant may choose to submit a parking study in accordance with FWRC 19.130.080(2).</div> <div>13. The housing will operate under a written operational plan that will include, at a minimum, the following:</div> <div><div>a. Residents must be referred by providers of housing and services for people experiencing homelessness. Direct intake of residents at the site, without prior referral, is not allowed.</div><div>b. A description of transit, pedestrian and bicycle access from the subject site to services and schools must be provided to residents.</div><div>c. An operations plan must be provided that addresses the following elements:<div><div>i. Roles and responsibilities of key staff;</div><div>ii. Site/facility</div></div></div></div>

USE REGULATIONS	USE ZONE CHART							
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS							
	Required Review Process	Minimums				Height of Structure	Required Parking Spaces	CC-F ZONE
		Lot Size	Required Yards					
			Front	Side (each)	Rear			
SPECIAL REGULATIONS AND NOTES								
								<div><div>management, including a security and emergency plan;</div><div>iii. Site/facility maintenance;</div><div>iv. Occupancy policies, consistent with RCW 59.18, including resident responsibilities and a code of conduct that includes, at a minimum, a prohibition on threatening and unsafe behavior; and, the on-site use and sale of illegal drugs;</div><div>v. Access to human and social services, including a staffing plan and expected outcome measures;</div></div>

USE REGULATIONS	USE ZONE CHART							
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS							
	Required Review Process	Minimums				Height of Structure	Required Parking Spaces	CC-F ZONE  SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards					
			Front	Side (each)	Rear			
<div><div></div><div></div></div>								
								<div><div>vi. Procedures for maintaining accurate and complete records.</div><div>d. Providers and/or managing agencies shall have either a demonstrated experience providing similar services to people experiencing homelessness, and/or certifications or academic credentials in an applicable human service field, and/or applicable experience in a related program with people experiencing homelessness.</div><div>e. For health and safety reasons, the sponsor and/or managing agency shall take all reasonable and legal steps to obtain verifiable identification information, including full name and date of birth, from current and prospective residents, and shall keep a log containing this information.</div><div>f. Should the provider become aware of a current or prospective resident who has an active felony warrant, it</div></div>

USE REGULATIONS	USE ZONE CHART									
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS									
	Required Review Process	Minimums					Height of Structure	Required Parking Spaces	CC-F ZONE  SPECIAL REGULATIONS AND NOTES	
		Lot Size	Required Yards							
			Front	Side (each)	Rear					
									</	

Section 25. Chapter 19.230 of the Federal Way Revised Code is hereby amended to add a new section 19.230.065 to read as follows:

**19.230.065 Permanent supportive housing and transitional housing.**

The following uses shall be permitted in the City Center Frame (CC-F) zone subject to the regulations and notes set forth in this section:

USE REGULATIONS	USE ZONE CHART								
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS								
	Required Review Process	Minimums				Maximums		Required Parking Spaces	CC-F ZONE  SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards			Lot Coverage	Height of Structure		
			Front	Side (each)	Rear				
Permanent supportive housing	Process III	None	10 feet			None	70 ft. or	See Notes	1. The proposed housing, in excess of 2 units, must be distanced at

USE REGULATIONS	USE ZONE CHART							
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS							
	Required Review Process	Minimums			Maximums		Required Parking Spaces	CC-F ZONE SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards			Height of Structure		
			Front	Side (each)	Rear	Lot Coverage		
and transitional housing						85 ft. - See Notes 9 and 10	15 and 16	<p>least ½ mile (2,640 ft.) from any other stand-alone permanent supportive housing or transitional housing facility, as measured from the nearest points of each such property.</p> <p>2. There shall be no more than 110 residences located within a single facility or complex.</p> <p>3. The property is situated proximate to, and has convenient access to, public transportation, shopping, health care providers, and other services and facilities frequently utilized by the residents of the property.</p> <p>4. The facility or complex will be operated under the authority of a reputable governing board, social service, or government agency, or proprietor, to whom staff are responsible and who will be available to city officials, if necessary, to resolve concerns pertaining to the property or residents.</p> <p>5. The housing will operate under a written community engagement plan, approved by the governing agency, board, or official, which must address, at a minimum: 1) how the facility will engage with the community; 2) how the facility will respond to community complaints or concerns; and, 3) who is the point of contact for the community. The plan shall be provided to the city prior to occupancy and shall be updated and provided to the city as</p>

USE REGULATIONS	USE ZONE CHART									
	DIRECTIONS: FIRST, read down to find use ... THEN, across for REGULATIONS									
	Required Review Process	Minimums				Maximums		Required Parking Spaces	CC-F ZONE	SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards			Lot Coverage	Height of Structure			
			Front	Side (each)	Rear					
<input type="checkbox"/>	<input type="checkbox"/>									
										<p>substantive changes are made to the plan.</p> <p>6. Refer to Chapter 19.125 FWRC, Outdoors, Yards, and Landscaping, for appropriate requirements.</p> <p>7. For sign requirements that apply to the project, see Chapter 19.140 FWRC.</p> <p>8. For community design guidelines that apply to the project, see Chapter 19.115 FWRC.</p> <p>9. Building height may be increased from the permitted outright height of 70 ft. to 85 ft. in exchange for providing publicly visible streetscape amenities, as defined in FWRC 19.05.190, along the right-of-way; the siting and design of which shall be approved by the director.</p> <p>10. Structures on property that adjoins a single-family residential zone shall be set back a minimum of 20 ft. from the property line adjacent to the single-family residential zone. The height of structures shall not exceed 30 ft. above average building elevation when located within 100 ft. from such property line, unless the project proposes utilizing an existing building.</p> <p>11. All buildings, except for related parking structures up to 65 ft. in height (six stories), must be gabled with pitched roofs, unless the building is taller than 35 ft. (three stories) with a rooftop that contributes to the multifamily open space requirements.</p>



USE ZONE CHART									
DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS									
USE REGULATIONS	Required Review Process	Minimums			Maximums		Required Parking Spaces	CC-F ZONE - SPECIAL REGULATIONS AND NOTES	
		Lot Size	Required Yards			Lot Coverage			Height of Structure
			Front	Side (each)	Rear				
<input type="checkbox"/> <input type="checkbox"/>								<p>12. Where the building is located near right-of-way, the ground floor must consist of non-residential space(s) with a minimum floor-to-ceiling height of 13 ft.; or, residential spaces that have been designed to contribute to an active presence to the streetscape.</p> <p>13. The subject property must provide usable open space in a total amount equal to at least 100 sq. ft. per dwelling unit and may include private spaces such as yards, patios, and balconies, as well as common open spaces such as plazas, playgrounds, recreation rooms, rooftop terraces, p-patches, pools, active lobbies, and atriums. A minimum of 25 percent of the usable open space provided must be common open space. All eligible usable open space shall also meet the requirements specified in FWRC 19.115.115. A fee-in-lieu option is available for up to 50 percent of the usable open space as specified in FWRC 19.115.115.</p> <p>14. Any common open space requirements may be reduced at the discretion of the director, if an open space study documents that less common open space will be adequate to serve the needs of the residents.</p> <p>15. Parking spaces shall be provided as follows:  Efficiency units – 1.0 per unit + 1 per 2 employees  Studio units – 1.25 per unit + 1</p>	

USE REGULATIONS	USE ZONE CHART								
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS								
	Required Review Process	Minimums				Maximums		Required Parking Spaces	CC-F ZONE  SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards			Lot Coverage	Height of Structure		
			Front	Side (each)	Rear				
<input type="checkbox"/> <input type="checkbox"/>									
									<u>per 2 employees</u> <u>One bedroom units – 1.5 per unit</u> <u>+ 1 per 2 employees</u> <u>Units with two bedrooms or</u> <u>more – 2.0 per unit + 1 per 2</u> <u>employees</u> <u>16. Alternatively, an applicant may</u> <u>choose to submit a parking study in</u> <u>accordance with FWRC</u> <u>19.130.080(2).</u> <u>17. The housing will operate under</u> <u>a written operational plan that will</u> <u>include, at a minimum, the</u> <u>following:</u>  <div style="margin-left: 40px;"> a. <u>Residents must be referred</u>  <u>by providers of housing and</u>  <u>services for people</u>  <u>experiencing homelessness.</u>  <u>Direct intake of residents at</u>  <u>the site, without prior</u>  <u>referral, is not allowed.</u>   b. <u>A description of transit,</u>  <u>pedestrian and bicycle access</u>  <u>from the subject site to</u>  <u>services and schools must be</u>  <u>provided to residents.</u>   c. <u>An operations plan must be</u>  <u>provided that addresses the</u>  <u>following elements:</u>   <div style="margin-left: 40px;"> i. <u>Roles and</u>  <u>responsibilities</u>  <u>of key staff;</u> </div> </div>

USE REGULATIONS	USE ZONE CHART							
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS							
	Required Review Process	Minimums			Maximums		Required Parking Spaces	CC-F ZONE  - SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards			Lot Coverage	Height of Structure	
			Front	Side (each)	Rear			
								ii. <u>Site/facility management, including a security and emergency plan;</u>  iii. <u>Site/facility maintenance;</u>  iv. <u>Occupancy policies, consistent with RCW 59.18, including resident responsibilities and a code of conduct that includes, at a minimum, a prohibition on threatening and unsafe behavior; and, the on-site use and sale of illegal drugs;</u>  v. <u>Access to human and social services, including a staffing plan</u>

USE REGULATIONS	USE ZONE CHART						
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS						
	Required Review Process	Minimums			Maximums		Required Parking Spaces
		Lot Size	Required Yards			Height of Structure	
			Front	Side (each)	Rear	Lot Coverage	CC-F ZONE
							SPECIAL REGULATIONS AND NOTES
							<p>and expected outcome measures;</p> <p>vi. Procedures for maintaining accurate and complete records.</p> <p>d. Providers and/or managing agencies shall have either a demonstrated experience providing similar services to people experiencing homelessness, and/or certifications or academic credentials in an applicable human service field, and/or applicable experience in a related program with people experiencing homelessness.</p> <p>e. For health and safety reasons, the sponsor and/or managing agency shall take all reasonable and legal steps to obtain verifiable identification information, including full name and date of birth, from current and prospective residents, and shall keep a log containing this information.</p>

USE REGULATIONS	USE ZONE CHART								
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS								
	Required Review Process	Minimums			Maximums		Required Parking Spaces	CC-F ZONE  SPECIAL REGULATIONS AND NOTES	
		Lot Size	Required Yards			Lot Coverage			Height of Structure
			Front	Side (each)	Rear				
<input type="checkbox"/>	<input type="checkbox"/>								
								<p>f. <u>Should the provider become aware of a current or prospective resident who has an active felony warrant, it shall follow a protocol to work with the participant to resolve any outstanding warrants with applicable legal authorities.</u></p>	
<p><u>Process I, II, III and IV are described in Chapter 19.55 FWRC, Chapter 19.60 FWRC, Chapter 19.65 FWRC, Chapter 19.70 FWRC respectively.</u></p>								<p><u>For other information about parking and parking areas, see Chapter 19.130 FWRC.</u></p> <p><u>For details of what may exceed this height limit, see FWRC 19.110.050 et seq.</u></p> <p><u>For details regarding required yards, see FWRC 19.125.160 et seq.</u></p>	

Section 26. Chapter 19.240 Sections is hereby amended to read as follows:

### Chapter 19.240 COMMERCIAL ENTERPRISE (CE)<sup>1</sup>

Sections:

- 19.240.010** Manufacturing and production, general.
- 19.240.020** Warehouse – Distribution – Storage facilities – Truck stops – Automotive emissions testing facilities.
- 19.240.030** Commercial photography – Communications – Product testing – Industrial laundry facilities.

- 19.240.040 Hazardous waste treatment and storage – Chemical manufacturing – Gravel batch plant – Transfer station.
- 19.240.050 Vehicle, boat, equipment, and outdoor storage container sales, rental, service, repair – Self-service storage – Tow and taxi lots.
- 19.240.060 Retail – Bulk retail.
- 19.240.070 Retail, general and specialty – Manufacturing and production, limited.
- 19.240.080 Office uses.
- 19.240.085 Permanent supportive housing and transitional housing.
- 19.240.090 Hotels – Motels.
- 19.240.095 Emergency housing and shelter.
- 19.240.100 Business, vocational, trade schools – Day care facilities, commercial – Animal kennels.
- 19.240.110 Entertainment – Generally.
- 19.240.115 Breweries, distilleries, and wineries.
- 19.240.120 Entertainment – Adult entertainment, activity, retail, or use (adult uses).
- 19.240.125 Public utility.
- 19.240.130 Government facilities, public parks, public transit shelter.
- 19.240.140 Personal wireless service facilities.
- 19.240.160 Churches.
- 19.240.170 Urban agriculture.
- 19.240.180 Group homes.

Section 27. Chapter 19.240 of the Federal Way Revised Code is hereby amended to add a new section 19.240.085 to read as follows:

**19.240.085 Permanent supportive housing and transitional housing.**

The following uses shall be permitted in the Commercial Enterprise (CE) zone subject to the regulations and notes set forth in this section:

USE REGULATIONS	USE ZONE CHART							
	DIRECTIONS: FIRST, read down to find use ... THEN, across for REGULATIONS							
	Required Review Process	Minimums			Maximums		Required Parking Spaces	CE ZONE  SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards			Lot Coverage	Height of Structure	
			Front	Side (each)	Rear			
Permanent supportive housing and transitional housing	Process III	None	5 ft.	See Note 12	None	45 ft. above average building elevation	See Notes 13 and 14	1. The proposed housing, in excess of 2 units, must be distanced at least ½ mile (2,640 ft.) from any other stand-alone permanent supportive housing or transitional

USE REGULATIONS	USE ZONE CHART									
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS									
	Required Review Process	Minimums				Maximums		Required Parking Spaces	CE ZONE	SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards			Lot Coverage	Height of Structure			
Front	Side (each)		Rear							
<input type="checkbox"/>	<input type="checkbox"/>									
						(AABE) to 55 ft. AABE and four floors  See Notes 9 and 10			<u>housing facility, as measured from the nearest points of each such property.</u> <u>2. There shall be no more than 110 residences located within a single facility or complex.</u> <u>3. The property is situated proximate to, and has convenient access to, public transportation, shopping, health care providers, and other services and facilities frequently utilized by the residents of the property.</u> <u>4. The facility or complex will be operated under the authority of a reputable governing board, social service, or government agency, or proprietor, to whom staff are responsible and who will be available to city officials, if necessary, to resolve concerns pertaining to the property or residents.</u> <u>5. The housing will operate under a written community engagement plan, approved by the governing agency, board, or official, which must address, at a minimum: 1) how the facility will engage with the community; 2) how the facility will respond to community complaints or concerns; and, 3) who is the point of contact for the community. The plan shall be provided to the city prior to occupancy and shall be updated and provided to the city as substantive changes are made to the plan.</u> <u>6. Refer to Chapter 19.125 FWRC,</u>	

<div style="text-align: center;"> <b>USE REGULATIONS</b>  <input type="checkbox"/>      <input type="checkbox"/> </div>	<b>USE ZONE CHART</b> DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS								
	Required Review Process	Minimums				Maximums		Required Parking Spaces	CE ZONE SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards			Lot Coverage	Height of Structure		
			Front	Side (each)	Rear				
									Outdoors, Yards, and Landscaping, for appropriate requirements. 7. For sign requirements that apply to the project, see Chapter 19.140 FWRC. 8. For community design guidelines that apply to the project, see Chapter 19.115 FWRC. 9. If approved by the director, the height of a structure may exceed 40 ft. above average building elevation (AABE), to a maximum of 55 ft. AABE and four floors, if all of the following criteria are met: a. The increased height is necessary to accommodate the structural, equipment, or operational needs of the use conducted in the building, and/or all ground floor spaces have a minimum floor-to-ceiling height of 13 ft. and a minimum depth of 15 ft.; b. Height complies with note 10; c. Height over 40 ft. is set back from all residential zones by one additional ft. for each one ft. of height over 40 ft.; and d. Rooflines are designed to avoid a predominantly flat and featureless appearance through variations in roof height, forms, angles, and materials. 10. Building height may not exceed 30 ft. AABE when located within 100 ft. of a single-family residential zone. 11. The subject property must provide usable open space in a total



USE REGULATIONS	USE ZONE CHART								
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS								
	Required Review Process	Minimums			Maximums		Required Parking Spaces	CE ZONE  SPECIAL REGULATIONS AND NOTES	
		Lot Size	Required Yards			Lot Coverage			Height of Structure
			Front	Side (each)	Rear				
<input type="checkbox"/> <input type="checkbox"/>									
								<p>amount equal to at least 100 sq. ft. per dwelling unit and may include private spaces such as yards, patios, and balconies, as well as common open spaces such as plazas, playgrounds, recreation rooms, rooftop terraces, p-patches, pools, active lobbies, and atriums. A minimum of 25 percent of the usable open space provided must be common open space. All eligible usable open space shall also meet the requirements specified in FWRC 19.115.115. A fee-in-lieu option is available for up to 50 percent of the usable open space as specified in FWRC 19.115.115.</p> <p>12. Minimum side and rear yards shall be 20 ft. adjacent to single-family residential zones and 5 ft. adjacent to all other zones.</p> <p>13. Parking spaces shall be provided as follows:</p> <p>Efficiency units – 1.0 per unit + 1 per 2 employees</p> <p>Studio units – 1.25 per unit + 1 per 2 employees</p> <p>One bedroom units – 1.5 per unit + 1 per 2 employees</p> <p>Units with two bedrooms or more – 2.0 per unit + 1 per 2 employees</p> <p>14. Alternatively, an applicant may choose to submit a parking study in accordance with FWRC 19.130.080(2).</p> <p>15. The housing will operate under a written operational plan that will include, at a minimum, the</p>	

USE REGULATIONS	USE ZONE CHART								
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS								
	Required Review Process	Minimums				Maximums		Required Parking Spaces	CE ZONE  SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards			Lot Coverage	Height of Structure		
			Front	Side (each)	Rear				
<div> <div></div> <div></div> </div>									
								<p>following:</p> <ul style="list-style-type: none"> <li>a. Residents must be referred by providers of housing and services for people experiencing homelessness. Direct intake of residents at the site, without prior referral, is not allowed.</li> <li>b. A description of transit, pedestrian and bicycle access from the subject site to services and schools must be provided to residents.</li> <li>c. An operations plan must be provided that addresses the following elements: <ul style="list-style-type: none"> <li>i. Roles and responsibilities of key staff;</li> <li>ii. Site/facility management, including a security and emergency plan;</li> <li>iii. Site/facility maintenance;</li> <li>iv. Occupancy policies;</li> </ul> </li> </ul>	

USE REGULATIONS	USE ZONE CHART								
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS								
	Required Review Process	Minimums			Maximums		Required Parking Spaces	CE ZONE  SPECIAL REGULATIONS AND NOTES	
		Lot Size	Required Yards			Lot Coverage			Height of Structure
			Front	Side (each)	Rear				
<div><div></div><div></div></div>									
								<div><div>consistent with RCW 59.18, including resident responsibilities and a code of conduct that includes, at a minimum, a prohibition on threatening and unsafe behavior; and, the on-site use and sale of illegal drugs;</div><div>v. Access to human and social services, including a staffing plan and expected outcome measures;</div><div>vi. Procedures for maintaining accurate and complete records.</div><div>d. Providers and/or managing agencies shall have either a</div></div>	

USE ZONE CHART									
DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS									
USE REGULATIONS	Required Review Process	Minimums			Maximums		Required Parking Spaces	CE ZONE	SPECIAL REGULATIONS AND NOTES
		Lot Size	Required Yards		Lot Coverage	Height of Structure			
			Front	Side (each)					
<input type="checkbox"/> <input type="checkbox"/>									
								<p><u>demonstrated experience providing similar services to people experiencing homelessness, and/or certifications or academic credentials in an applicable human service field, and/or applicable experience in a related program with people experiencing homelessness.</u></p> <p>e. <u>For health and safety reasons, the sponsor and/or managing agency shall take all reasonable and legal steps to obtain verifiable identification information, including full name and date of birth, from current and prospective residents, and shall keep a log containing this information.</u></p> <p>f. <u>Should the provider become aware of a current or prospective resident who has an active felony warrant, it shall follow a protocol to work with the participant to resolve any outstanding warrants with applicable legal authorities.</u></p>	
Process I, II, III and IV are described in								For other information about parking	



USE ZONE CHART						
DIRECTIONS: FIRST, read down to find use ... THEN, across for REGULATIONS						
USE REGULATIONS	Required Review Process	Minimums			Height of Structure	Required Parking Spaces
		Lot Size	Required Yards			
			Front	Side (each)		
<input type="checkbox"/> <input type="checkbox"/>						
					See notes 3 and 4	<div style="border: 1px solid black; padding: 5px; text-align: center; margin-bottom: 10px;"> <b>ZONE CE</b> </div> <p><u>SPECIAL REGULATIONS AND NOTES</u></p> <p>classification or public school, as measured from the nearest points of each such property</p> <p>b. The facility and program secures and maintains all licenses and/or approvals as required by the state.</p> <p>c. The property is situated proximate to, and has convenient access to, public transportation, shopping, health care providers, and other services and facilities frequently utilized by the residents of the property.</p> <p>d. The facility will be operated under the authority of a reputable governing board, social service, or government agency, or proprietor, to whom staff are responsible and who will be available to city officials, if necessary, to resolve concerns pertaining to the facility.</p> <p>e. The facility will have staffing, supervision, and security arrangements appropriate to the number of residents and to its hours of operation.</p> <p>f. The facility will not create unreasonable impacts on traffic, public utilities and services or on nearby residences.</p> <p>g. The facility is in compliance with applicable health, fire, building, and safety requirements.</p> <p>h. The housing will operate under a written community engagement plan, approved by the governing agency, board, or official, which must address, at a minimum: 1) how</p>

USE ZONE CHART							
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USE REGULATIONS	Required Review Process	Minimums			Height of Structure	Required Parking Spaces	<div style="border: 1px solid black; padding: 5px; text-align: center;"> <b>ZONE CE</b> </div>
		Lot Size	Required Yards				
			Front	Side (each)			
<input type="checkbox"/> <input type="checkbox"/>							<p>SPECIAL REGULATIONS AND NOTES</p> <p>the facility will engage with the community; 2) how the facility will respond to community complaints or concerns; and, 3) who is the point of contact for the community. The plan shall be provided to the city prior to occupancy and shall be updated and provided to the city as substantive changes are made to the plan.</p> <p>3. If approved by the director, the height of a structure may exceed 40 ft. above average building elevation (AABE), to a maximum of 55 ft. AABE and four floors, if all of the following criteria are met:</p> <p>    a. The increased height is necessary to accommodate the structural, equipment, or operational needs of the use conducted in the building, and/or all ground floor spaces have a minimum floor-to-ceiling height of 13 ft. and a minimum depth of 15 ft.;</p> <p>    b. Height also complies with note 4;</p> <p>    c. Height over 40 ft. is set back from nonresidential zones by one additional ft. for each one ft. of height over 40 ft.; and</p> <p>    d. Rooflines are designed to avoid a predominantly flat and featureless appearance through variations in roof height, forms, angles, and materials.</p> <p>4. Building height may not exceed 30 ft. AABE when located within 100 ft. of a single-family residential</p>

USE REGULATIONS	USE ZONE CHART									
	DIRECTIONS: FIRST, read down to find use . . . THEN, across for REGULATIONS									
	Required Review Process	Minimums				Height of Structure	Required Parking Spaces	<div>ZONE CE</div>		
		Lot Size	Required Yards							
			Front	Side (each)	Rear					
SPECIAL REGULATIONS AND NOTES										
zone.										
Process I, II, III and IV are described in Chapter 19.55 FWRC, Chapter 19.60 FWRC, Chapter 19.65 FWRC, Chapter 19.70 FWRC respectively.			-	-	-	-	-	For other information about parking and parking areas, see Chapter 19.130 FWRC.  For details of what may exceed this height limit, see FWRC 19.110.050 et seq. For details regarding required yards, see FWRC 19.125.160 et seq.		

### 19.240.095 Emergency housing and shelter. (Continued)

USE REGULATIONS	USE ZONE CHART							
	DIRECTIONS: FIRST, read down to find use ... THEN, across for REGULATIONS							
	Required Review Process	Minimums				Height of Structure	Required Parking Spaces	CE ZONE
		Lot Size	Required Yards					
			Front	Side (each)	Rear			
SPECIAL REGULATIONS AND NOTES								
								5. No maximum lot coverage is established. Instead, the buildable area will be determined by other site development requirements, i.e., required buffers, parking lot landscaping, surface water facilities, etc. 6. For community design guidelines that apply to the project, see Chapter 19.115 FWRC. 7. For landscaping requirements that apply to the project, see Chapter 19.125 FWRC.



USE REGULATIONS	USE ZONE CHART						
	DIRECTIONS: FIRST, read down to find use ... THEN, across for REGULATIONS						
	Required Review Process	Minimums			Height of Structure	Required Parking Spaces	CE ZONE
		Lot Size	Required Yards				
		Front	Side (each)	Rear			SPECIAL REGULATIONS AND NOTES
<input type="checkbox"/> <input type="checkbox"/>							<p>8. For sign requirements that apply to the project, see Chapter 19.140 FWRC.</p> <p>9. Refer to Chapter 19.265 FWRC to determine what other provisions of this title may apply to the subject property.</p> <p>10. Parking spaces shall be provided as follows:</p> <p>Efficiency units – 1.0 per unit + 1 per 2 employees</p> <p>Studio units – 1.25 per unit + 1 per 2 employees</p> <p>One bedroom units – 1.5 per unit + 1 per 2 employees</p> <p>Dwelling units with two bedrooms or more – 2.0 per unit + 1 per 2 employees</p> <p>11. Alternatively, an applicant may choose to submit a parking study in accordance with FWRC 19.130.080(2).</p> <p>12. The housing will operate under a written operational plan that will include, at a minimum, the following:</p> <ul style="list-style-type: none"> <li>a. Residents must be referred by providers of housing and services for people experiencing homelessness. Direct intake of residents at the site, without prior referral, is not allowed.</li> <li>b. A description of transit, pedestrian and bicycle access from the subject site to services and schools must be provided to residents.</li> <li>c. An operations plan must be</li> </ul>

USE REGULATIONS	USE ZONE CHART						
	DIRECTIONS: FIRST, read down to find use ... THEN, across for REGULATIONS						
	Required Review Process	Minimums			Height of Structure	Required Parking Spaces	CE ZONE
		Lot Size	Required Yards				
		Front	Side (each)	Rear			SPECIAL REGULATIONS AND NOTES
<input type="checkbox"/> <input type="checkbox"/>							<p>provided that addresses the following elements:</p> <ul style="list-style-type: none"> <li>i. <u>Roles and responsibilities of key staff;</u></li> <li>ii. <u>Site/facility management, including a security and emergency plan;</u></li> <li>iii. <u>Site/facility maintenance;</u></li> <li>iv. <u>Occupancy policies, consistent with RCW 59.18, including resident responsibilities and a code of conduct that includes, at a minimum, a prohibition on threatening and unsafe behavior; and, the on-site use and sale of illegal drugs;</u></li> <li>v. <u>Access to human and social services, including a staffing plan and expected</u></li> </ul>

USE REGULATIONS	USE ZONE CHART						
	DIRECTIONS: FIRST, read down to find use ... THEN, across for REGULATIONS						
	Required Review Process	Minimums			Height of Structure	Required Parking Spaces	CE ZONE  SPECIAL REGULATIONS AND NOTES
		Lot Size	Front	Side (each)	Rear		
<input type="checkbox"/> <input type="checkbox"/>							<p><u>outcome measures;</u></p> <p>vi. <u>Procedures for maintaining accurate and complete records.</u></p> <p>d. <u>Providers and/or managing agencies shall have either a demonstrated experience providing similar services to people experiencing homelessness, and/or certifications or academic credentials in an applicable human service field, and/or applicable experience in a related program with people experiencing homelessness.</u></p> <p>e. <u>For health and safety reasons, the sponsor and/or managing agency shall take all reasonable and legal steps to obtain verifiable identification information, including full name and date of birth, from current and prospective residents, and shall keep a log containing this information.</u></p> <p>f. <u>Should the provider become aware of a current or prospective resident who has an active felony warrant, it shall follow a protocol</u></p>

USE ZONE CHART DIRECTIONS: FIRST, read down to find use ... THEN, across for REGULATIONS									
USE REGULATIONS <input type="checkbox"/> <input type="checkbox"/>	Required Review Process	Minimums			Height of Structure	Required Parking Spaces	CE ZONE  SPECIAL REGULATIONS AND NOTES		
		Lot Size	Required Yards						
			Front	Side (each)	Rear				
							to work with the participant to resolve any outstanding warrants with applicable legal authorities.		
Process I, II, III and IV are described in <u>Chapter 19.55 FWRC,</u> <u>Chapter 19.60 FWRC,</u> <u>Chapter 19.65 FWRC,</u> <u>Chapter 19.70 FWRC respectively.</u>							For other information about parking and parking areas, see <u>Chapter 19.130 FWRC.</u>  For details of what may exceed this height limit, see FWRC 19.110.050 et seq. For details regarding required yards, see FWRC 19.125.160 et seq.		

Section 29. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance, or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance, or the validity of its application to any other persons or circumstances.

Section 30. Corrections. The City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 31. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 32. Effective Date. This ordinance shall be effective five (5) days after passage and publication as provided by law.

PASSED by the City Council of the City of Federal Way this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF FEDERAL WAY:

\_\_\_\_\_  
JIM FERRELL, MAYOR

ATTEST:

\_\_\_\_\_  
STEPHANIE COURTNEY, CMC, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
J. RYAN CALL, CITY ATTORNEY

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.:

\_\_\_\_\_  
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