



CITY COUNCIL

ANDY RYDER

Mayor

MALCOLM MILLER

Deputy Mayor

LENNY GREENSTEIN

MICHAEL STEADMAN

CAROLYN COX

ED KUNKEL

ROBIN VAZQUEZ

CITY MANAGER

SCOTT SPENCE

LACEY CITY COUNCIL AGENDA

APRIL 21, 2022

6:00 P.M.

REMOTE AND IN PERSON ATTENDANCE

The Lacey City Council meeting will be conducted both remote and in person.

The public may attend the meeting in person in the Council Chambers at Lacey City Hall, 420 College Street SE, Lacey, Washington, or you may view or listen to the meeting by using one of the following platforms:

[YouTube](#), [Facebook](#), Thurston Community Media, Channel 3, or through the Zoom link: https://us02web.zoom.us/webinar/register/WN_Ji-YfEWcQJ-YjKcCb8LGtQ

The public may listen to the meeting via telephone by dialing toll-free: **(888) 788-0099 - Webinar ID 820 3783 2882**

CALL TO ORDER:

1. PLEDGE OF ALLEGIANCE
2. APPROVAL OF AGENDA & CONSENT AGENDA ITEMS*
 - A. [Council Worksession minutes of March 24, 2022](#)
 - B. [Council Meeting minutes of April 7, 2022](#)
 - C. [A motion to approve payment of claims, wages, and transfers for April 1, 2022, through April 13, 2022](#)

**Items listed under the consent agenda are considered to be routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.*

3. PUBLIC RECOGNITIONS AND PRESENTATIONS:

- A. Poet Laurette Cynthia Pratt – April Poetry Month (Cynthia Pratt)
- B. Lacey Youth Council Report (Justin Begley, Youth Mayor)

4. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA**

VERBAL PUBLIC COMMENT

Persons wishing to provide verbal public comment on items NOT on the agenda must preregister to speak at https://us02web.zoom.us/webinar/register/WN_Q8U4ag_gTXecczpDnVHehQ. Instructions and access details will be provided once registration is complete. Registration for verbal public comment closes at 4:00 p.m. on April 21, 2022.

WRITTEN PUBLIC COMMENT

Public comments may also be submitted by email to publiccomment@ci.lacey.wa.us. Written comments will be provided to the City Council electronically prior to the meeting. Comments will not be addressed during the Council meeting; however, comments received will be added to the official record. The commenting period will close at 4:00 p.m. on April 21, 2022

5. PUBLIC HEARING:
6. PROCLAMATIONS:
 - A. [2022 State Legislator Appreciation](#) (*Brian Enslow*)
 - B. [Month of the Military Child](#) (*Vivian Lewis*)
7. REFERRAL FROM PLANNING COMMISSION:
8. REFERRAL FROM HEARINGS EXAMINER:
9. RESOLUTIONS:
 - A. [Resolution No. 1116 – Greg Cuoio Park Phase 1A Grant Application](#) (*Jen Burbidge*)
10. ORDINANCES:
11. MAYOR'S REPORT:
12. CITY MANAGER'S REPORT:
 - A. [Memorandum of Understanding for CDBG 2022-2024](#) (*Shannon Kelley-Fong*)
 - B. [Award Lacey Police Station Design Contract](#) (*Ashley Smith*)
13. STANDING GENERAL COMMITTEE:
 - A. [Utilities Committee](#) (04.04.2022)
14. OTHER BUSINESS:
15. BOARDS, COMMISSIONS AND COMMITTEE REPORTS:
 - A. Mayor Andy Ryder:
 1. Mayors' Forum
 2. Thurston Chamber Shared Legislative Committee
 3. Transportation Policy Board (TPB)
 - B. Deputy Mayor Malcolm Miller:
 1. Economic Development Council (CDC)
 2. Lodging Tax Advisory Committee (LTAC)
 3. Thurston County Coalition Against Trafficking (TCCAT)
 4. Thurston Thrives
 - C. Councilmember Carolyn Cox:
 1. Climate Action Steering Committee
 2. LOTT Clean Water Alliance
 3. Regional Housing Council
 - D. Councilmember Lenny Greenstein:
 1. Emergency Medical Services (EMS)
 2. TCOMM911
 - E. Councilmember Michael Steadman:
 1. Community Action Council
 2. Nisqually River Council
 3. Thurston County Law & Justice Council

F. Councilmember Ed Kunkel:

1. Joint Animal Services Commission (JASCOM)
2. Lacey South Sound Chamber
3. Olympia-Lacey-Tumwater Visitor & Convention Bureau (VCB)
4. Solid Waste Advisory Committee (SWAC)

G. Councilmember Robin Vazquez:

1. Intercity Transit Authority
2. Olympic Region Clean Air Agency (ORCAA)
3. Thurston Regional Planning Council (TRPC)

16. ADJOURN

MINUTES OF THE LACEY CITY COUNCIL WORKSESSION

THURSDAY, MARCH 24, 2022

6:00 P.M. – 8:04 P.M.

REMOTE AND IN-PERSON

To hear the full discussion of a specific topic, or the complete meeting, watch the recorded meeting available on YouTube – <https://youtu.be/bxPbV4wyVr0>

COUNCIL PRESENT: MAYOR RYDER, DEPUTY MAYOR MILLER, COUNCILMEMBERS COX GREENSTEIN, STEADMAN, KUNKEL, VAZQUEZ

STAFF PRESENT: S. SPENCE, S. KELLEY-FONG, D. SCHNEIDER, R. WALK, R. ANDREWS, E. FONTAINE

ACTION: APPROVE WORKSESSION AGENDA

MOTION: MOTION MADE, SECONDED AND CARRIED BY COUNCILMEMBERS GREENSTEIN AND KUNKEL

PUGET SOUND ENERGY STORM PRESENTATION

PRESENTER: BRANDON CAPPS, PUGET SOUND ENERGY LOCAL GOVERNMENT RELATIONS & PUBLIC POLICY REPRESENTATIVE

ACTION: INFORMATION ONLY

Brandon Capps, Puget Sound Energy Local Government Relations & Public Policy Representative, provided a presentation on Puget Sound Energy's (PSE) storm response and system prioritizations.

The presentation highlighted the following topics:

- PSE Infrastructure & Readiness
- Customer Resources
- Power Restoration
- COVID-19 Impacts
- Outage Communications

SOUTH SOUND MILITARY AND COMMUNITIES PARTNERSHIP (SSMCP) UPDATE AND GROWTH COORDINATION PLAN REVIEW

PRESENTERS: BILL ADAMSON, SSMCP PROGRAM MANAGER
MARIA TOBIN, SSMCP PROGRAM COORDINATOR

ACTION: INFORMATION ONLY

Bill Adamson, SSMCP Program Manager, and Maria Robin, SSMCP Program Coordinator, presented an update on the South Sound Military and Communities Partnership (SSMCP) and membership benefits.

The partnership consists of more than 50 members of cities, counties, the Nisqually Indian Tribe, Joint Base Lewis-McChord, state, regional, corporate, and non-profit organizations, that are dedicated to fostering outcomes that are mutually beneficial to the South Sound region. SSMCP focuses on the intersection of issues between local governments and the military community.

Bill Adamson also presented a review of the 2022 JBLM Growth Coordination Plan and highlighted the draft recommendations for the 2023-24 SSMCP Work Plan. Topics included the following:

- Support development of and access to on and off-base housing
- Advocate for occupational licensure portability
- Pursue funding for I-5 Corridor Improvements
- Measure and communicate the economic benefits of JBLM to the region
- Support improvements to family and child care provider communications and connections
- Support Behavior Health Care initiatives such as the North Clear Zone
- Address military family food insecurity as an element of financial readiness/literacy
- Pursue funding to conduct a Military Installation Resilience (climate change) study

Data and statistics regarding JBLM's service member population growth, business leader survey demographics, economic impact analysis, transportation impacts and overview of the 2022 legislative agenda were also reviewed.

TREE REGULATIONS REVISIONS (LMC 14.32)

STAFF: RICK WALK, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
RYAN ANDREWS, PLANNING MANAGER

ACTION: INFORMATION ONLY

Proposed revisions to Lacey Municipal Code (LMC) 14.32 for tree permit exemptions were presented at the February 22, 2022, Land Use Committee meeting. The item was also presented to the full Council at the March 17, 2022, City Council meeting. During the March 17th, City Council meeting, Council directed staff to bring the item to a Worksession for further discussion.

If adopted, the proposed permit language contained in LMC 14.32.050.D. will still allow for individual lots to be exempt from land clearing permit requirements, provided the tree density minimums of four (4) trees per 5,000 square feet are maintained either with the number of trees retained on site or through replanting to meet the minimum ratio. This will still allow for typical tree removals to receive over-the-counter permits for removals. The only additional requirement would be for requests of more than five (5) trees to be removed on a lot. For those requests, the applicant must have a tree report completed by the City's arborist. The report will allow the arborist to provide additional field education and outreach while also assessing the individual site and surroundings.

Council requested language be added to the proposed ordinance to address HOA open space and commercial property owner concerns.

Staff reviewed existing requirements in comparison with the proposed amendments. Council expressed support with the direction of the proposed ordinance.



MINUTES OF A REGULAR MEETING OF THE LACEY CITY COUNCIL THURSDAY, APRIL 7, 2022, REMOTE AND IN PERSON

To hear Council's full discussion of a specific topic, or the complete meeting, watch the video-stream available on YouTube – <https://www.youtube.com/watch?v=Srmdc2ShY-4>

CALL TO ORDER

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

1. PLEDGE OF ALLEGIANCE

Mayor Ryder led the Pledge of Allegiance.

Council Present:

Mayor Andy Ryder
Deputy Mayor Malcolm Miller
Councilmember Carolyn Cox (*remote*)
Councilmember Lenny Greenstein
Councilmember Michael Steadman (*remote*)
Councilmember Ed Kunkel
Councilmember Robin Vazquez

Staff Present:

Shannon Kelley-Fong, Assistant City Manager
Robert Almada, Chief of Police
Jen Burbidge, Parks, Culture & Recreation Director
Joe Svoboda, City Prosecutor
Troy Woo, Finance Director
Peri Edmonds, City Clerk

2. APPROVAL OF AGENDA AND CONSENT AGENDA

Consent Agenda Items:

- A. Council Worksession minutes of March 10, 2022.
- B. Council Meeting minutes of March 17, 2022.
- C. A motion to approve payment of claims, wages and transfers for March 10, 2022, through March 31, 2022.

COUNCILMEMBER GREENSTEIN MOVED TO APPROVE THE AGENDA AND CONSENT AGENDA. COUNCILMEMBER KUNKEL SECONDED. MOTION CARRIED.

3. PUBLIC RECOGNITIONS AND PRESENTATIONS

- A. **Public Service Award-Ken Balsley:** Jen Burbidge, Parks, Culture & Recreation Director, thanked Mr. Balsley for his service on the Board of Park Commissions, and Mayor Ryder presented him with the Distinguished Public Service Award.

4. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

Public Comments:

Virtual - The deadline to pre-register to speak remotely was 4:00 p.m. the day of the meeting. No verbal public comments were provided.

In Person - No one signed up to speak at the meeting.

Written Public Comments - The deadline to submit written public comments was 4:00 p.m. the day of the meeting. Written comments are not addressed during the meeting; however, they are added to the official record. Thirteen public comments were received and will be made part of the meeting record.

5. PUBLIC HEARING

6. PROCLAMATIONS

- A. **Earth Month Proclamation.** Mayor Ryder and Council proclaimed the month of April 2022 as Earth Month. Linsey Fields, Water Resource Specialist, provided a presentation on Earth Month.
- B. **Arbor Month Proclamation.** Mayor Ryder and Council proclaimed the month of April 2022 as Arbor Month. Linsey Fields, Water Resource Specialist, provided a presentation on Arbor Day.
- C. **Child Abuse Awareness and Prevention Month.** Mayor Ryder and Council proclaimed the month of April 2022 as Child Abuse Awareness and Prevention Month. Shelly Willis, Executive Director, Family Education and Support Service, accepted the proclamation.

7. REFERRAL FROM PLANNING COMMISSION

8. REFERRAL FROM HEARINGS EXAMINER

9. RESOLUTIONS

10. ORDINANCES

- A. **Ordinance No. 1619 – 2022 Budget Amendment.** Troy Woo, Finance Director, presented Ordinance No. 1619 relating to the 2022 Budget Amendments.

COUNCILMEMBER GREENSTEIN MOVED TO APPROVE ORDINANCE NO. 1619 FOR THE 2022 BUDGET AMENDMENTS. COUNCILMEMBER KUNKEL SECONDED. MOTION CARRIED.

11. MAYOR'S REPORT

Mayor Ryder announced he has been invited to the Nisqually Tribe on Monday with other elected officials to discuss the Nisqually River bridge over I-5 and need for a long-term solution due to the risk of flooding.

Mayor Ryder recognized Planning Commissioner Peg Evans-Brown in the audience.

12. CITY MANAGER'S REPORT

Shannon Kelley-Fong, Assistant City Manager, announced the launch of the City's new website, along with the new Parks, Culture & Recreation website.

13. STANDING COMMITTEES

- A. Finance & Economic Development Committee
Mayor Ryder reported on the March 22, 2022, meeting.
- B. Land Use Committee
Councilmember Cox reported on the March 22, 2022, meeting.
- C. General Government & Public Safety Committee
Councilmember Greenstein reported on the March 22, 2022, meeting.

14. OTHER BUSINESS

15. BOARDS, COMMISSIONS AND COMMITTEE REPORTS

- A. Mayor Ryder
1. Mayor's Forum – **report made**
 2. Thurston Chamber Shared Legislative Committee – **no report**
 3. Transportation Policy Board – **report made**
- B. Deputy Mayor Miller
1. Economic Development Council (EDC) – **report made**
 2. Lodging Tax Advisory Committee (LTAC) – **no report**

3. Thurston County Coalition Against Trafficking (TCCAT) – **no report**
 4. Thurston Thrives – **no report**
- C. Councilmember Cox
1. Climate Mitigation Steering Committee – **report made**
 2. LOTT Clean Water Alliance – **no report**
 3. Regional Housing Council – **report made**
- D. Councilmember Greenstein
1. Emergency Medical Services (EMS) – **no made**
 2. TCOMM911 – **no report**
- E. Councilmember Steadman
1. Community Action Council – **no report**
 2. Nisqually River Council – **no report**
 3. Thurston County Law & Justice – **no report**
- F. Councilmember Kunkel
1. Joint Animal Services Commission (JASCOM) – **report made**
 2. Lacey South Sound Chamber – **report made**
 3. Olympia-Lacey-Tumwater Visitor & Convention Bureau (VCB) – **no report**
 4. Solid Waste Advisory Committee (SWAC) – **no report**
- G. Councilmember Vazquez
1. Intercity Transit – **no report**
 2. Olympic Region Clean Air Agency – **report made**
 3. Thurston Regional Planning Council – **report made**

16. ADJOURN

Mayor Ryder adjourned the Council Meeting at 7:14 p.m.

MAYOR: _____

ATTESTED BY CITY CLERK: _____

DATE APPROVED: _____



LACEY CITY COUNCIL MEETING

April 21, 2022

SUBJECT: Disbursement Approval

RECOMMENDATION: By motion, approve payment of claims, wages, and transfers.

STAFF CONTACT: Troy Woo, Finance Director 

ORIGINATED BY: Troy Woo, Finance Department

BACKGROUND:

The action requested of the City Council is by motion to approve payment of claims, wages and transfers for 4/1/2022 through 4/13/2022. The disbursements consist of the following:

Checks:	<u>Week of</u>	<u>Beg. Check No.</u>	<u>End. Check No.</u>	<u>Amount</u>
	*3/31/2022	262780	262782	1,430.64
	4/1/2022	262783	262856	131,162.13
	4/8/2022	262857	262932	1,197,755.83

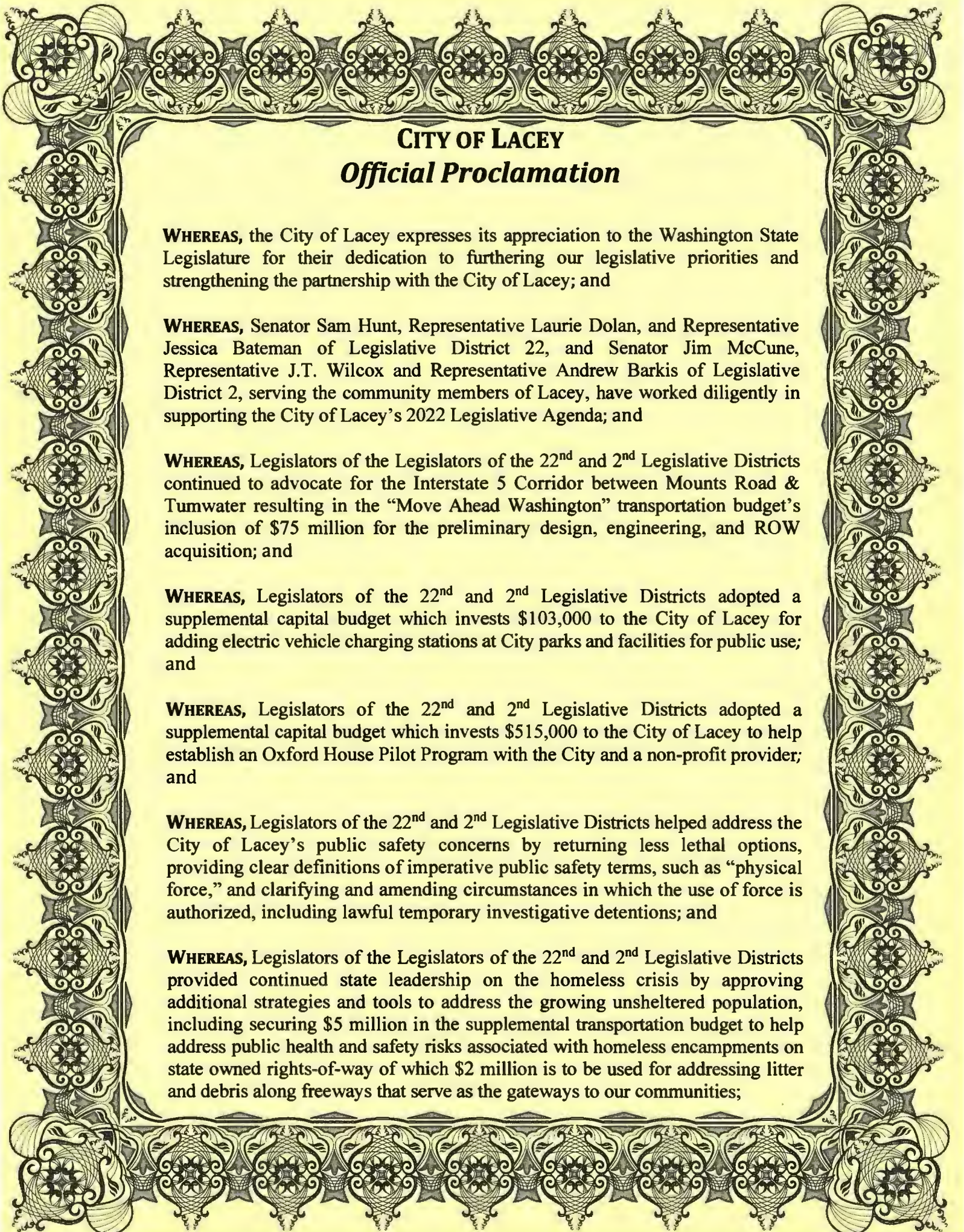
Electronic Transfers:	<u>Week of</u>	<u>Amount</u>
	*3/31/2022	1,465,628.61
	*3/31/2022	21,748.17
	3/31/2022	240.00
	4/1/2022	267,619.17
	4/7/2022	5,279.66
	4/8/2022	94,752.38
	4/8/2022	276.00
	4/8/2022	119,313.61
	*4/8/2022	41,327.25
	4/11/2022	14,206.45
	4/11/2022	61.95

Payroll:	<u>Month Ended:</u>	<u>Wages</u>
	*3/31/2022	1,568,701.02

* Disbursements for employee out-of-pocket deductions and employee benefits

Significant Disbursements:

<u>Vendor</u>	<u>Amount</u>	<u>Description</u>
Holt Services, Inc.	\$ 52,278.30	Well 4 Test Well
MurraySmith, Inc.	\$ 81,174.70	PH Treat.,Madrona Wells,Liftstation3
Active Construction	\$ 851,272.17	Capitol City Golf Course Ph. 2
Sofford Excavating	\$ 216,635.73	Museum and Cultural Center



CITY OF LACEY

Official Proclamation

WHEREAS, the City of Lacey expresses its appreciation to the Washington State Legislature for their dedication to furthering our legislative priorities and strengthening the partnership with the City of Lacey; and

WHEREAS, Senator Sam Hunt, Representative Laurie Dolan, and Representative Jessica Bateman of Legislative District 22, and Senator Jim McCune, Representative J.T. Wilcox and Representative Andrew Barkis of Legislative District 2, serving the community members of Lacey, have worked diligently in supporting the City of Lacey's 2022 Legislative Agenda; and

WHEREAS, Legislators of the Legislators of the 22nd and 2nd Legislative Districts continued to advocate for the Interstate 5 Corridor between Mounts Road & Tumwater resulting in the "Move Ahead Washington" transportation budget's inclusion of \$75 million for the preliminary design, engineering, and ROW acquisition; and

WHEREAS, Legislators of the 22nd and 2nd Legislative Districts adopted a supplemental capital budget which invests \$103,000 to the City of Lacey for adding electric vehicle charging stations at City parks and facilities for public use; and

WHEREAS, Legislators of the 22nd and 2nd Legislative Districts adopted a supplemental capital budget which invests \$515,000 to the City of Lacey to help establish an Oxford House Pilot Program with the City and a non-profit provider; and

WHEREAS, Legislators of the 22nd and 2nd Legislative Districts helped address the City of Lacey's public safety concerns by returning less lethal options, providing clear definitions of imperative public safety terms, such as "physical force," and clarifying and amending circumstances in which the use of force is authorized, including lawful temporary investigative detentions; and

WHEREAS, Legislators of the Legislators of the 22nd and 2nd Legislative Districts provided continued state leadership on the homeless crisis by approving additional strategies and tools to address the growing unsheltered population, including securing \$5 million in the supplemental transportation budget to help address public health and safety risks associated with homeless encampments on state owned rights-of-way of which \$2 million is to be used for addressing litter and debris along freeways that serve as the gateways to our communities;

providing \$45 million in the operating budget for rental assistance, and eviction prevention; and providing \$383 million in the capital budget for rapid and supportive housing efforts across the state; and

NOW, THEREFORE, I, Andy Ryder, Mayor of the City of Lacey, on behalf of the Lacey City Council and on behalf of the community of Lacey, do hereby pay tribute to the Legislators of the 22nd and 2nd Legislative Districts

***SENATOR SAM HUNT, SENATOR JIM MCCUNE,
REPRESENTATIVE LAURIE DOLAN, REPRESENTATIVE
JESSICA BATEMAN, REPRESENTATIVE ANDREW
BARKIS AND REPRESENTATIVE J.T. WILCOX***

for their outstanding service, dedication, and commitment to the community members of Lacey and urge all community members to join us in extending our appreciation for their public service.



Mayor Andy Ryder
April 21, 2022

CITY OF LACEY

Official Proclamation

WHEREAS, thousands of brave Americans demonstrate their courage and commitment to freedom by serving the Armed Forces of the United States both on Active Duty and in the National Guard and Reserves; and

WHEREAS, the City of Lacey values and embraces partnerships with the military community through a variety of means and is part of the South Puget Sound Region designated a "Great American Defense Community" by the Association of Defense Communities; and

WHEREAS, many North Thurston Public School District students have parents who have served or currently serve in the military and live in Lacey; and

WHEREAS, these children and youth are a source of pride and honor to our community and it is only fitting that we take time to recognize their contributions, celebrate their spirit, and let our former and active U.S. armed forces personnel know that while they are taking care of us we are taking care of their children; and

WHEREAS, since 1986, communities around the world have celebrated the Month of the Military Child in April, providing an opportunity for us to pay tribute to military children and youth for their commitment, struggles, and unconditional support of our troops, because when parents serve in the military, their kids serve, too; and

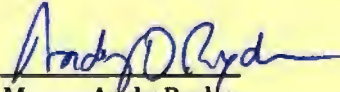
WHEREAS, a month-long salute to military children and youth will encourage the local community to provide direct support to military children and families,

NOW, THEREFORE, I, Mayor Andy Ryder, do hereby proclaim April 2022 as:

Month of the Military Child

and invite all City of Lacey community members to observe the month by wearing purple each Friday in April and connecting with military families and communities to honor, thank, and support all military children and youth.




Mayor Andy Ryder
April 21, 2022



LACEY CITY COUNCIL MEETING

April 21, 2022

SUBJECT: Greg Cuoio Park Phase 1A Grant Applications Authorization

RECOMMENDATION: Pass resolution to authorize ability and flexibility to apply for up to three Washington State Recreation and Conservation Office (RCO) Grant Categories.

STAFF CONTACT: Scott Spence, City Manager *SS*
Jen Burbidge, Parks, Culture & Recreation Director *JB*

ORIGINATED BY: Parks, Culture & Recreation Department

ATTACHMENTS:

1. [Resolution No. 1116](#)
2. [Phase 1A Concept Design](#)
3. [Formal Application](#)

FISCAL NOTE: Grants under consideration will require a match. Matching requirements will be 50% of the total received from the grantor. Design and construction dollars already identified for this project will satisfy this requirement. For reference, the initial construction phase of the Greg Cuoio Park & Greenways Master Plan Phase 1A is estimated to be between \$3,000,000 to \$5,000,000.

PRIOR REVIEW: City Council Worksessions where Greg Cuoio Park & Greenways Master Plan (GCPGMP) and Phase 1A development was discussed: June 24, 2021, August 26, 2021, October 14, 2021, and January 13, 2022.

Final approval of GCPGMP was on February 3, 2022 and approval of the construction design contract for Phase 1A development was March 3, 2022.

BACKGROUND:

After approving the final Greg Cuoio Park & Greenways Master Plan (GCPGMP), City Council asked staff to move forward with development of an initial Phase 1A of the park project in order to provide access and amenities that were prioritized by the community.

There are three funding categories this project could potentially qualify for:

- Washington Wildlife & Recreation Program – Local Parks (up to \$500,000)
- Land and Water Conservation Fund (up to \$2,000,000)
- Youth Athletic Facilities (for Phase 1 of the Disc Golf Course – up to \$350,000)

As staff completes the application process, and reviews the requirements of the funding categories, more details will be known on how much the Greg Cuoio Park Phase 1A project could qualify for in state grants.

A resolution is required by the governing body in order to proceed with authorization to apply for funds.

ADVANTAGES:

1. Funding opportunity
2. Ensure the lands are used for outdoor recreation in perpetuity

DISADVANTAGES:

1. Each grant requires a match requirement but this requirement can be met with construction funds already identified for the project.
2. State grants will require additional conditions such as restricting the future use of property to parks and recreation activities only. In this specific instance, however, this is the intended use of the Greg Cuoio Park Phase 1A project.

RESOLUTION NO. 1116

CITY OF LACEY

A RESOLUTION OF THE CITY OF LACEY AUTHORIZING THE APPLICATION FOR FUNDING ASSISTANCE MANAGED BY THE WASHINGTON STATE RECREATION AND CONSERVATION OFFICE FOR THE GREG CUOIO PARK PHASE 1A PROJECT.

NOW, THEREFORE, BE IT RESOLVED that:

1. The City of Lacey ("City") intends to apply for funding assistance managed by the Washington State Recreation and Conservation Office ("Office") for the Greg Cuoio Park Phase 1A project ("Project").
2. The City Manager or designee is the authorized representative/agent of the City of Lacey and is authorized to execute any and all documents related to the grant and to legally bind the City with respect to the Greg Cuoio Park Phase 1A Project for which we seek grant funding assistance managed through the Office.
3. The City has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. The City understands and acknowledges that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. The City acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to act and sign on behalf of the organization.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. The City understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. The City further understands that prior to our authorized representative/agent executing any of the documents listed above, the RCO may make revisions to its

sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative/agent as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative/agent executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.

8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. The City acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. The City acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
12. This resolution is deemed to be part of the formal grant application to the Office.
13. The City warrants and certifies that this resolution was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

PASSED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON,

this ____ day of _____, 2022.

CITY COUNCIL

By _____

Mayor

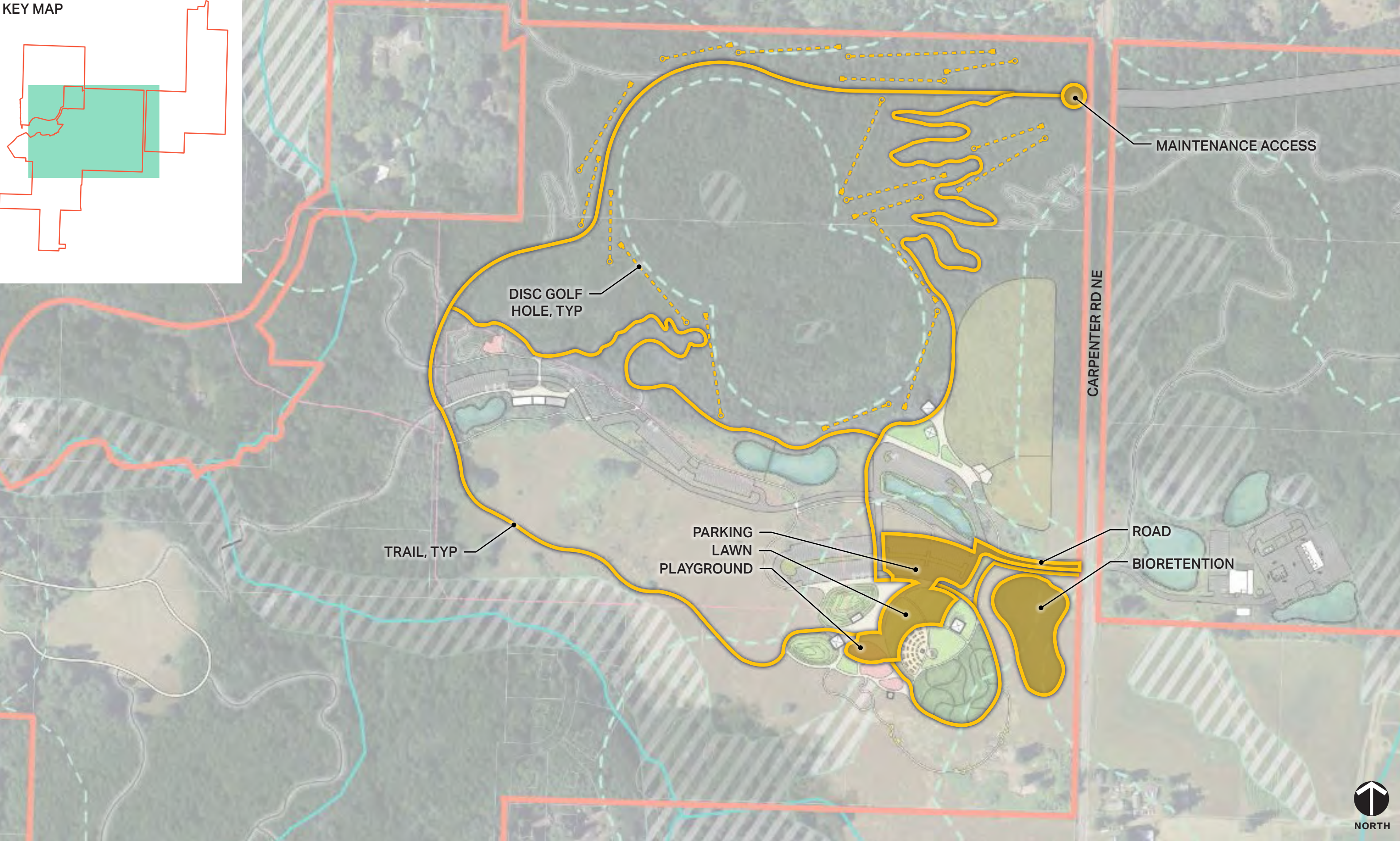
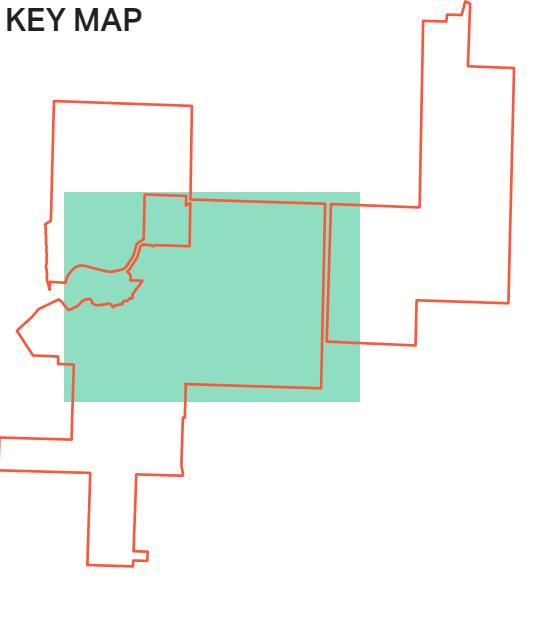
Attest:

Approved as to form:

City Clerk

City Attorney

KEY MAP



GREG CUOIO PARK & GREENWAYS | PHASE 1A IMPROVEMENTS
JANUARY, 2022



Applicant Resolution/Authorization

Organization Name (sponsor) _____

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) _____

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	
Project contact (day-to-day administering of the grant and communicating with the RCO)	
RCO Grant Agreement (Agreement)	
Agreement amendments	
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date _____

On File at: _____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: _____ Date: _____

Washington State Attorney General's Office

Approved as to form Brian Toller 2/13/2020
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.



LACEY CITY COUNCIL MEETING

April 21, 2022

SUBJECT: Community Development Block Grant Governance Memorandum of Understanding for 2022 to 2024

RECOMMENDATIONS: Adopt the proposed Memorandum of Understanding between Thurston County and the cities of Lacey and Tumwater for Governance, Decision Making and Administration of the Community Development Block Grant Program, 2022-2024

STAFF CONTACT: Scott Spence, City Manager *SS*
Shannon Kelley-Fong, Assistant City Manager *SKF*

ORIGINATED BY: City Manager's Department

ATTACHMENTS: 1. [Memorandum of Understanding between Thurston County and the cities of Lacey and Tumwater for Governance, Decision Making and Administration of the Community Development Block Grant Program, 2022-2024 \("CDBG MOU 2022-2024"\)](#)

FISCAL NOTE: Determines CDBG allocation for years 2022-2024. Under this MOU the City would be able to set criteria for projects in Lacey in 2023. It is anticipated that there will be \$980,000 for CDBG projects in 2023, after administrative costs are deducted by Thurston County. Thurston County would provide administrative functions for CDBG funding and projects.

PRIOR REVIEW: December 9, 2021
July 22, 2021
June 3, 2021
June 25, 2015

BACKGROUND:

The following provides a brief overview of the Community Development Block Grant (CDBG) program, the City of Lacey's ("City") participation with CDBG programming, and recommendations for the current CDBG MOU 2022-2024.

Community Development Block Grant Overview:

The CDBG Entitlement Program provides annual grants on a formula basis to entitled cities and counties to develop viable urban communities by providing decent housing and a suitable living

environment, and by expanding economic opportunities, principally for low- and moderate-income persons. The program is authorized under Title 1 of the Housing and Community Development Act of 1974 (HCDA).

The U.S. Department of Housing and Urban Development (HUD) awards grants to entitlement communities to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services.

Entitlement communities develop their own programs and funding priorities. However, grantees must give maximum feasible priority to activities which benefit low- and moderate-income persons. A grantee may also carry out activities, which aid in the prevention or elimination of slums or blight. Additionally, grantees may fund activities when the grantee certifies that the activities meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. CDBG funds may not be used for activities, which do not meet one of these national objectives.

Eligible entitlement communities are:

- Principal cities of Metropolitan Statistical Areas (MSAs)
- Other metropolitan cities with populations of at least 50,000
- Qualified urban counties with populations of at least 200,000 (excluding the population of entitled cities)

HUD determines the amount of each entitlement community's annual funding allocation using a statutory dual formula, which includes several measures of community needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth lag in relationship to other metropolitan areas.

CDBG Funding Formulas:

After CDBG funds are allocated to Section 7 special-purpose activities, of the remaining CDBG funds 70% are allocated to entitlement communities, and 30% are allocated to states for distribution to non-entitlement communities, e.g., CDBG small city grants.

Funds are awarded to entitlement communities based on the higher yield from one of two weighted formulas, Formula A and Formula B.

Formula A is based on each jurisdiction's percentage share of population, poverty, and housing over-crowdedness relative to all entitlement jurisdictions. Each entitlement community's share = $0.25(\text{pop}/\text{total pop}) + 0.50(\text{pov}/\text{total pov}) + 0.25(\text{overcrowded}/\text{total overcrowded})$.²¹

Formula B allocates funds based on each jurisdiction's weighted relative share of poverty, housing built before 1940, and the lag in population growth rate relative to the total for all entitlement communities. Each entitlement community's = $0.30(\text{pov}/\text{total pov}) + 0.50(\text{age of housing}/\text{total age of housing}) + 0.20(\text{pop lag}/\text{total pop lag})$.

Figure 1: CDBG Formula

Entitlement Communities		States (Nonentitlements)	
<u>Formula A</u>	<u>Formula B</u>	<u>Formula A</u>	<u>Formula B</u>
25% * population	20% * growth lag	25% * population	20% * population
50% * poverty	30% * poverty	50% * poverty	30% * poverty
25% * overcrowding	50% * pre-1940 housing	25% * overcrowding	50% * pre-1940 housing
Metropolitan denominators except for growth lag. Grant is larger of two formulas less a pro rata reduction.		State nonentitlement total denominators. Grant is larger of two formulas less a pro rata reduction.	

CDBG funds may be used for activities which include, but are not limited to:

- acquisition of real property;
- relocation and demolition;
- rehabilitation of residential and non-residential structures;
- construction of public facilities and improvements, such as water and sewer facilities, streets, neighborhood centers, and the conversion of school buildings for eligible purposes;
- public services, within certain limits;
- activities relating to energy conservation and renewable energy resources; and
- provision of assistance to profit-motivated businesses to carry out economic development and job creation/retention activities.

Each activity must meet one of the following national objectives for the program: benefit low- and moderate-income persons, prevention or elimination of slums or blight, or address community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community for which other funding is not available.

Table I. CDBG Eligible Activities by General Categories

General Categories	Eligible Activities
Planning, Administrative and Technical Assistance	- comprehensive planning and related activities; - administrative costs associated with carrying out the requirements of the program, as well as other HUD programs; - provision of technical assistance to public or nonprofit entities; - payment of the non-federal share of other federal grant programs; - development and implementation of energy conservation and use strategies.
Public works and public facilities	- acquisition and rehabilitation of real property that may be used for public works, open space acquisition, historic preservation, or other public purposes; - acquisition, construction, reconstruction, or installation of public works, public facilities, neighborhood facilities, senior centers, centers for the handicapped, recreation facilities, and street lights; - removal of architectural barriers to the elderly and handicapped.
Economic Development and Neighborhood Revitalization	- payment to for-profit entities in support of economic development; - assistance to neighborhood-based organizations, including community development corporations, in support of economic development, housing assistance; or neighborhood revitalization activities; - assistance, including loans and grants, to non-profit entities in acquiring real property, or acquiring or rehabilitating public facilities, site improvements, utilities, or commercial and industrial facilities and improvements; - micro-lending; - brownfield redevelopment; - creation of revolving loan funds.
Public Services	public services (limited to no more than 15% of an entitlement community or state's annual allocation).
Housing related activities	- rehabilitation of housing owned and occupied by low and moderate income persons; - repair of housing units acquired through tax foreclosures; - assistance to facilitate homeownership among low- and moderate-income persons; - housing services, including counseling, in connection with the HOME program; - lead-based paint abatement.
Acquisition, demolition, and disposition of real property	- Acquisition of real property; - disposal of real property; - code enforcement in deteriorated or blighted areas; - clearance, demolition, and rehabilitation and renovation of privately and publicly owned buildings, including closed public schools.

Generally, the following types of activities are ineligible:

- acquisition, construction, or reconstruction of buildings for the general conduct of government;
- political activities;
- certain income payments; and
- construction of new housing (with some exceptions).

Over a 1, 2, or 3-year period, as selected by the grantee, not less than 70 percent of CDBG funds must be used for activities that benefit low- and moderate-income persons.

Public Participation. A CDBG grantee must develop and follow a detailed plan which provides for, and encourages, public participation and which emphasizes participation by persons of low- or moderate-income, particularly residents of predominantly low- and moderate-income neighborhoods, slum or blighted areas, and areas in which the grantee proposes to use CDBG funds.

The plan must:

- provide the public with reasonable and timely access to local meetings, information, and records related to the grantee's proposed and actual use of funds;
- provide for public hearings to obtain public views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance;
- provide for timely written answers to written complaints and grievances; and
- identify how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate.

Overview of Lacey CDBG Participation: Prior to 2013, the City of Lacey ("City") competed for CDBG funds through Washington State's Small Cities CDBG program.

In 2012, the Lacey City Council authorized the City Manager to enter into an Interlocal Cooperation Agreement (ILA) with Thurston County to participate in and receive funds under the CDBG program as an Urban County Entitlement Program for the years 2013-2015 ("Thurston County Urban County CDBG program"). The City Council also authorized the City Manager to enter into a Memorandum of Understanding (CDBG MOU) with Thurston County for the governance of the program.

Per the original CDBG MOU, CDBG funding rotated every three years among Thurston County (including south county communities of Bucoda, Rochester, Tenino, and Yelm), the City of Lacey, and the City of Tumwater. The City of Olympia is a standalone entitlement community and as such, receives funding directly from HUD. The CDBG MOUs for the two subsequent funding cycles, 2016-2018 and 2019-2021, followed the same structure. Notably, the proposed CDBG MOU 2022-2024, also continues to follow the same general structure, see **Attachment 1**.

At the time of the initial CDBG MOU, the City did not qualify as a standalone CDBG entitlement community. Per the HCDA, to qualify as an entitlement community as a metropolitan city a jurisdiction must have a population of at least 50,000. In 2012, the City had an estimated population of 43,600 per the State of Washington Office of Financial Management (OFM) population estimates. The City is likely to have become eligible to qualify for metropolitan city status around 2018, see **Table A**. Notably, HUD uses U.S. Census Bureau population projections for CDBG programing, not OFM

estimates. With a current population of 53,526 per the 2020 Census, the City qualifies as a metropolitan city and can in the future become a standalone entitlement city, similar to the City of Olympia.

TABLE A							
OFM Estimates & Census Population for Lacey							
	2010 Census	2012 Population Estimate	2014 Population Estimate	2016 Population Estimate	2018 Population Estimate	2020 Population Estimate	2020 Census
Lacey	42,393	43,600	45,320	47,540	50,170	52,910	53,526

In 2015, the Lacey City Council authorized the City Manager to enter into an amended ILA to continue this partnership for 2016-2018. The amended ILA incorporated language updates that were required by HUD regarding the selling, trading, or transferring of CDBG funds among cities, counties, units of local government, Tribes, and insular areas. This agreement included language allowing for a three-year automatic extension, which was utilized for the 2019-2021 CDBG funding cycle.

At the time of this automatic extension, the City was likely eligible to qualify for metropolitan city status. The City elected to not pursue becoming a standalone entitlement community due to concerns over the costs of administering the program and concerns for the status of the overall Thurston County Urban County CDBG program. Regarding the latter concern, it was the City's understanding at the time that if the City were to leave the Thurston County Urban County CDBG program, the total population of the remaining member jurisdictions would be less than 200,000. Based on the HCDA, most Urban County CDBG programs must have populations of at least 200,000 to qualify to receive CDBG funds, however certain Urban County programs with less than 200,000 may qualify if collectively certain conditions are met.

In Spring 2021, Thurston County initiated the process of determining if jurisdictions wanted to participate in the Thurston County Urban County CDBG program for an additional three-year period from 2022 to 2024. At that time, Thurston County provided the City with an updated MOU for this period that was modeled after the previous CDBG MOUs. With this MOU, the allocation method of past agreements did not change, each entity would continue to receive CDBG grant funds in an amount equal to the annual allocation of CDBG funds after a 20% administrative fee is applied on a rotating three-year basis.

The City performed extensive research on the advantages and disadvantages of CDBG options available to the City, which at the time consisted of:

- 1) Continue as a member in the Thurston County CDBG Urban County.
- 2) Leave the Thurston County CDBG Urban County program and become a standalone entitlement community.
- 3) Renegotiate the terms of the MOU to allow the City additional time to evaluate options moving forward.

A more detailed review of the above options was provided at the Lacey City Council Regular meeting on June 3, 2021.

As part of the City's CDBG analysis, the City and Thurston County representatives worked with the HUD Field Office to discuss the potential impacts of the City becoming an entitlement community. HUD sent the City a letter in late June that provided confirmation that the City qualified as an entitlement community. HUD also communicated that the remaining jurisdictions in the Thurston County Urban County CDBG program would continue to qualify as an Urban County without Lacey's participation.

During the review of the City's options, the Lacey City Council expressed an interest in pursuing Option 3 with a focus on having a CDBG MOU that directed more funding toward affordable housing programs and services. While working on this potential change to the MOU structure with the other partner entities, on July 22 2021, the Lacey City Council authorized the City Manager to enter into an Interlocal Cooperation Agreement (ILA) with Thurston County to continue participation in the Thurston County Urban County CDBG program.

Affordable Housing remains one of the most pressing issues in the Thurston County community. According to the Washington State Department of Commerce, nearly 1 in 3 Thurston County households spend more than 30 percent of their income on housing. The concept of an annual set-aside of CDBG funds for Affordable Housing programs was to provide a more consistent and standardized approach to funding services that impact all of Thurston County.

Staff met with representatives from the Thurston County Urban County CDBG to design a CDBG MOU that provided consistent funding for affordable housing efforts over the next three year cycle. The City ultimately proposed a new CDBG MOU 2022-2024 that:

- 1) Continued the rotation of funds on an annual basis between Thurston County (2022), Lacey (2023), and Tumwater (2024).
- 2) Continued to provide Thurston County twenty percent (20%) of the total CDBG funds to administer the CDBG program annually.
- 3) After deducting Thurston County administration costs (see #2), over the three-year period set-aside fifty percent (50%) of the remaining CDBG funds for affordable housing efforts, including on-going affordable housing programs and other affordable housing efforts. After deducting administration costs, allocations for affordable housing efforts for each jurisdiction were allocated as follows:
 - a. **Thurston County = 30%**, 15% for Affordable housing efforts, and 15% for On-going affordable housing programs.
 - b. **Lacey = 60%**, 40% for Affordable housing efforts, and 20% for On-going affordable housing programs.
 - c. **Tumwater = 60%**, 40% for Affordable housing efforts, and 20% for On-going affordable housing programs.
- 4) **On-going affordable housing programs** were to be programs selected in the first year (2022) by a committee composed of one representative member from each signatory agency, and one representative from south county incorporated and unincorporated jurisdictions. Once selected, these programs were to consistently be provided CDBG funding in 2022, 2023, and 2024.
- 5) **Affordable housing efforts** were defined as projects or programs that are CDBG eligible and increase or maintain affordable housing stock or affordable housing options in Thurston County, including, but not limited to:
 - a. Rental unit rehabilitation.
 - b. Homeowner unit rehabilitation.
 - c. Homebuyer assistance.
 - d. Utility rehabilitation that helps maintain existing housing stock.
 - e. New housing construction done by a community-based development organization.
 - f. Weatherization rehabilitation.

- g. Increased housing options for seniors or unaccompanied youth.
- h. Infrastructure improvements that help maintain existing housing stock.

A more in-depth overview of this proposed CDBG MOU 2022-2024 was provided at the Lacey City Council Worksession on December 9, 2021. Notably, at this time, this proposed CDBG MOU 2022-2024 had broad consensus with representatives from Thurston County, south county cities, Tumwater, and Lacey. However, at this time, this concept is no longer viable as it now lacks the broad consensus it previously experienced.

Current Proposed CDBG MOU 2022-2024: Given the lack of consensus for the CDBG MOU 2022-2024 with affordable housing set-asides, the recommendation is to return to a CDBG MOU structured similar to previous CDBG MOUs, see **Attachment 1**.

Like previous CDBG MOUs, the CDBG MOU 2022-2024 would:

- 1) Continue the rotation of funds on an annual basis between Thurston County (2022), Lacey (2023), and Tumwater (2024).
- 2) Continue to provide Thurston County twenty percent (20%) of the total CDBG funds to administer the CDBG program annually

If the CDBG MOU 2022-2024 is adopted by the City, Thurston County, and the City of Tumwater, the funding rotation would be as identified in **Table B**. The City would next receive CDBG funds in 2023.

Table B	
YEAR	Entity receiving CDBG funds
2012	Tumwater
2013	Thurston County and south cities
2014	Lacey
2015	Tumwater
2016	Thurston County and south cities
2017	Lacey
2018	Tumwater
2019	Thurston County and south cities
2020	Lacey
2021	Tumwater
2022	Thurston County and south cities
2023	Lacey
2024	Tumwater

In 2021, the Thurston County CDBG Urban County program received \$1,228,051 in CDBG funds. Of this amount, twenty percent (20%) or \$245,610 went to Thurston County for program administration.

After deducting administration costs, approximately \$982,441 of CDBG funds were available for Tumwater projects. Using 2021 as a base for the years 2022-2024, **Table C** provides an overview of anticipated Thurston County CDBG Urban County funds for the term of the agreement. Over the next three years, it is estimated that \$980,000 would be allocated for Lacey projects in 2023. The City would be obligated to remain in the Thurston County CDBG Urban County program until 2024.

Fiscal impact: This program requires City staff time. The City would determine funding criteria for 2023 projects within Lacey. As such, the City could require that a certain amount of CDBG funding be allocated to affordable housing efforts within the city.

TABLE C				
Estimated Thurston County CDBG Urban County Allotments for 2022-2024				
Year	2022	2023	2024	Total 2022-2024
CDBG Funding	\$1,228,051	\$1,228,051	\$1,228,051	\$3,684,153
CDBG Funding less TC Admin (20%)	\$982,441	\$982,441	\$982,441	\$2,947,322
Distribution per entity				
Lacey		\$982,441		\$982,441
Tumwater			\$982,441	\$982,441
UGA Projects				\$0
Thurston County and south cities	\$982,441			\$982,441
TC Admin	\$245,610	\$245,610	\$245,610	\$736,831

RECOMMENDATION:

1. Adopt the proposed CDBG MOU for 2022 to 2024, **Attachment 1**, at the April 21, 2022, Lacey City Council meeting.

Advantages:

- a) The proposed CDBG MOU for 2022 to 2024 provides a governance structure for the duration of the upcoming CDBG cycle. Thurston County would like to have an MOU in place before June 2022.
- b) The City would determine funding criteria for projects within Lacey in 2023. As such, the City could require that a certain amount of CDBG funding be allocated to affordable housing efforts within the city.

Disadvantages:

- c) Consistent funding for affordable housing efforts is not required under this agreement over the three year period. However, jurisdictions could elect to support affordable housing efforts during their respective funding years.

ALTERNATIVE OPTION: The alternative option described below is not recommended.

2. Do not adopt the proposed CDBG MOU for the 2022 to 2024. Work with the City of Tumwater and Thurston County to determine a set-aside for affordable housing for 2022 and 2023 that would only require the Lacey and Tumwater to do so.

Advantages:

- a) If a new agreement were reached, funds could be allocated to affordable housing efforts in Year 2023 and 2024 of this funding cycle.

Disadvantages:

- b) This Alternative Option becomes unnecessary if the City of Lacey and the City of Tumwater each set aside funding for affordable housing efforts independently as part of their respective application and selection processes.
- c) Thurston County would like an MOU in place prior to June. A new agreement would take additional staff time to prepare.
- d) The governing bodies of the City of Tumwater and Thurston County are adopting the proposed CDBG MOU 2022-2024 at their respective meetings in April.

MEMORANDUM OF UNDERSTANDING
for Governance, Decision Making and Administration of the
Community Development Block Grant Program

This memorandum of understanding (MOU) is entered into triplicate originals between Thurston County (hereinafter the "County"), a political subdivision of the State of Washington, and the cities of Lacey and Tumwater (hereinafter the "Cities"), municipal corporations within Thurston County, for purposes of defining a governance, decision making and administrative structure to manage the Community Development Block Grant (hereinafter the "CDBG") entitlement funding. These CDBG funds are referenced in the Interlocal Cooperation Agreement To Participate In And Receive Funds Under The Federal Community Development Block Grant Entitlement Program: Program Years 2022-2024 (Agreement) between the County and the Cities to participate and receive funds under the federal CDBG entitlement program.

WHEREAS, the County and the Cities have agreed to pursue funding from the Department of Housing and Urban Development (HUD) for CDBG;

WHEREAS, the County and the Cities recognize the need to create a governance/administrative structure to manage CDBG funding in a fair and equitable way with particular attention paid to meeting both urban and rural needs;

NOW THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

- I. The County shall be the administrator of the CDBG Entitlement Program in accordance with the provisions of the Agreement referenced above.
- II. Decisions for the division of CDBG funding for each year within the three-year term of the agreement shall rotate on an annual basis, with south county and unincorporated county having the authority to select CDBG funded projects in Year 1, Lacey in Year 2 and Tumwater in Year 3. Projects selected for an award in south county and unincorporated county shall be made by a committee consisting of equal representation from incorporated and unincorporated jurisdictions. Provided, however, that over the three- year term of the Agreement, each of the parties shall receive CDBG grant funds in an amount equal to the annual allocation of CDBG grant funds less 20% of the grant that will be applied toward the County's administrative costs, unless specifically waived by a party to this agreement.
- III. This Memorandum of Understanding will terminate in coordination with the end date of the Agreement.
- IV. This Memorandum of Understanding creates no separate legal entity.
- V. Prior to its entry into force, this Memorandum of Understanding shall be filed with the Thurston County Auditor's Office or posted upon the websites of the County and Cities as provided by RCW 39.34.040.

VI. This Memorandum of Understanding shall be governed by the laws of the State of Washington as to interpretation and performance. The parties agree that venue for enforcement of any provisions shall be the Superior Court of Thurston County.

VII. This Agreement shall be effective upon the signature by the last of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by the dates and signature herein under affixed. The persons signing this MOU on behalf of the parties represent that each has authority to execute this MOU on behalf of the party entering into this MOU.

Thurston County

City of Lacey

Carolina Mejia, Chair of Board

Scott Spence, City Manager

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Deputy Prosecuting Attorney

Attorney

City of Tumwater

Debbie Sullivan, Mayor

Date: _____

Approved as to form:

Attorney



LACEY CITY COUNCIL MEETING

April 21, 2022

SUBJECT: New Police Station Design

RECOMMENDATION: Motion to award Lacey Contract Number PW 2022-13 to KMB Architects from Olympia, Washington in the amount of \$658,474.00

STAFF CONTACT: Scott Spence, City Manager *SS*
Scott Egger, P.E., Public Works Director *SE*
Robert Almada, Chief of Police *RA*
Robert Hollis, Deputy Chief of Police
Ashley Smith, P.E., Capital Projects Engineer *AS*

ORIGINATED BY: Public Works Department

ATTACHMENTS: 1. [Professional Services Agreement PW 2022-13](#)

FISCAL NOTE: Funding is provided through source fund 301-0101-514.60-04, LPDNPF. The contract value is \$658,474.00.

The additional budgeted amount of \$100,000 includes project management, survey, and arborist review. Remaining design will be dependent on approval in the 2023 budget and/or public funding.

A budget amendment will be needed in 2022.

PRIOR REVIEW: The New Police Station project was discussed most recently at the February 10, 2022, Council Worksession and is a Council priority project.

BACKGROUND:

This contract provides for schematic design services of the new Lacey Police Station. Schematic design (30%) includes rough construction drawings that offer a general overview of the project's basic features and construction cost estimates, allowing confirmation that the concept is feasible and fits within the project budget. Schematics will include site plan, roadway and frontage improvements, utilities, building elevations, and the complete description and locations of all building code elements, such as the HVAC, plumbing, and

electrical systems. These designs do not include additional information like special features or specific interior design elements.

KMB Architects and their team of sub-consultants will provide architectural and engineering services for this project. The attached Professional Service Agreement includes geotechnical services, preliminary stormwater design, utility design, and construction plans to include but not limited to: code compliance, demolition, roadway, illumination, civil, architectural, structural, fire, mechanical, electrical, lighting, security, landscaping and irrigation, including details. A cost estimate will be submitted for review with the completion of each design phase.

This fee estimate is based on the Washington State OFM A/E Fee Schedule for a roughly 40,000 SF facility with estimated construction cost of \$28M. If the scope of the project is significantly changed, the consultant may choose to renegotiate their fees. An additional services fee has been included in the amount of \$58,895.00 for preliminary designs of the proposed training facility and firing range that are not included in the initial construction proposal at this time. Incorporating this work will allow for comprehensive site planning and project cost estimating.

Plans and Specifications suitable for bidding (60%, 90%, and 100%), permitting and construction grant assistance, bid support and coordination, and construction administration support will be negotiated and contract amended dependent on available funding.

Members of the KMB and Roth Sheppard design team will participate in the Community Advisory Panel (CAP) and assist the City in moving this project forward to construction. In addition, KMB and their team will provide project renderings of the selected conceptual design for public distribution.

The project was advertised via a Request for Qualifications (RFQ) in February 2022 in accordance with chapter 39.80 RCW. KMB Architects of Olympia, Washington was considered to be the most qualified firm.

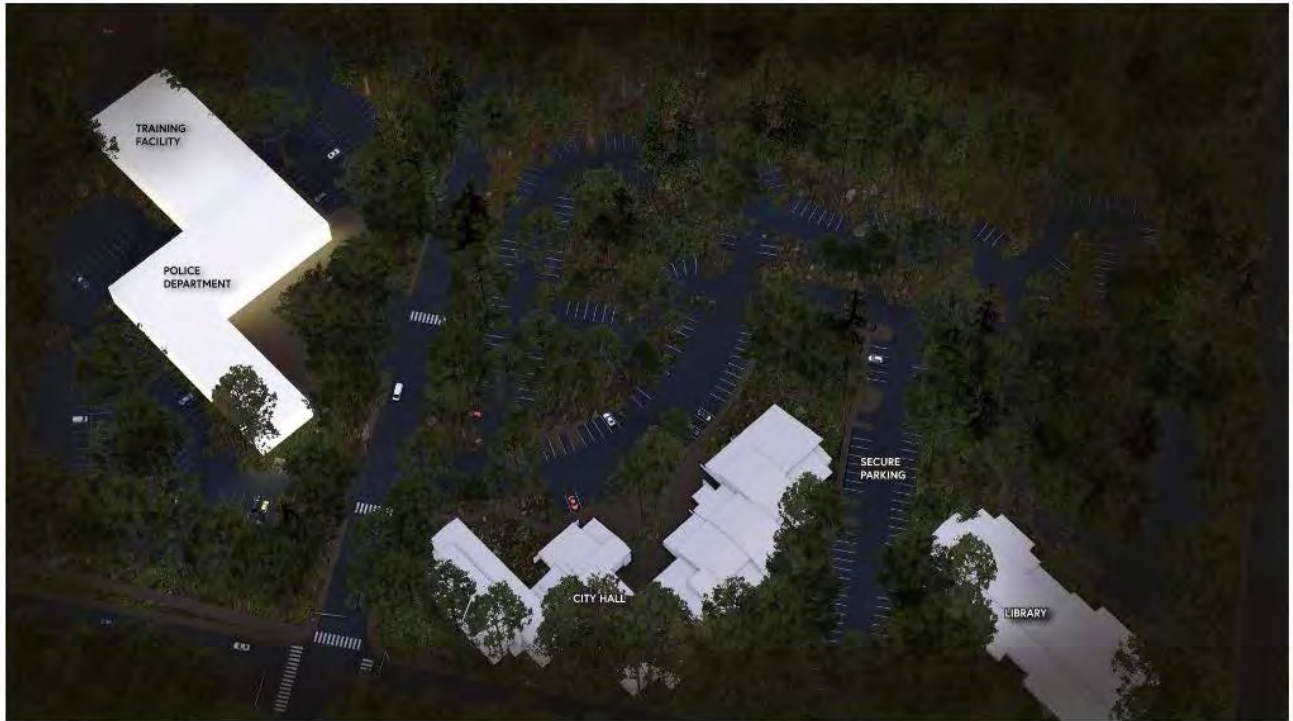
ADVANTAGES:

1. KMB Architects and their team of sub-consultants are qualified and capable of performing the work.
2. KMB Architects has completed work for the City with favorable outcomes, including the Police Space Needs Analysis and Facility Master Plan.
3. Continuing work with KMB will provide a reduced project schedule and cost savings due to the firm's familiarity with the project and site.

DISADVANTAGES:

1. None noted.
-

PRELIMINARY CONCEPTS:



AERIAL VIEW OF SITE PLAN



VIEW FROM 3RD AND COLLEGE

**PROFESSIONAL SERVICES AGREEMENT
PW 2022-13
NEW POLICE STATION**

THIS AGREEMENT is made by and between the City of Lacey, a code City of the State of Washington, hereinafter "City" and KMB Architects, hereinafter "Consultant," jointly referred to as "Parties."

IN CONSIDERATION of the terms and conditions contained herein, the Parties agree as follows:

1. **Work to Be Performed.** Consultant shall provide all labor, services, and material to satisfactorily complete the Scope of Services, attached as Exhibit A.
 - A. **Administration.** The City Manager or designee shall administer and be the primary contact for Consultant. Prior to commencement of work, Consultant shall contact the City Manager or designee to review the Scope of Services, schedule, and date of completion. Upon notice from the City Manager or designee, Consultant shall commence work, perform the requested tasks in the Scope of Services, stop work, and promptly cure any failure in performance under this Agreement.
 - B. **Representations.** City has relied upon the qualifications of Consultant in entering into this Agreement. By execution of this Agreement, Consultant represents it possesses the ability, skill, and resources necessary to perform the work and is familiar with all current laws, rules, and regulations which reasonably relate to the Scope of Services. No substitutions of agreed-upon personnel shall be made without the prior written consent of City.

Consultant represents that the compensation as stated in paragraph 3 is adequate and sufficient for the timely provision of all professional services required to complete the Scope of Services under this Agreement.

Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Consultant shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in City-furnished information.
 - C. **Standard of Care.** Consultant shall exercise the degree of skill and diligence normally employed by professional consultants engaged in the same profession, and performing the same or similar services at the time such services are performed.
 - D. **Modifications.** City may modify this Agreement and order changes in the work

whenever necessary or advisable. Consultant shall accept modifications when ordered in writing by the City Manager or designee, so long as the additional work is within the scope of Consultant's area of practice. Compensation for such modifications or changes shall be as mutually agreed between the Parties. Consultant shall make such revisions in the work as are necessary to correct errors or omissions appearing therein when required to do so by City without additional compensation.

2. **Term of Contract.** This Agreement shall be in full force and effect upon execution and shall remain in effect until completion of all contractual requirements have been met as determined by City. Consultant shall complete its work by March 31st, 2023, unless the time for performance is extended in writing by the Parties.

Either Party may terminate this Agreement for material breach after providing the other Party with at least 10 days' prior notice and an opportunity to cure the breach. City may, in addition, terminate this Agreement for any reason by 10 days' written notice to Consultant. In the event of termination without breach, City shall pay Consultant for all work previously authorized and satisfactorily performed prior to the termination date.

3. **Compensation and Method of Payment.**

- A. The City shall pay Consultant for the performance of those services designated in Exhibit "A," an amount not to exceed \$658,474.00. If the description of services on Exhibit "A" designates additional services which may be requested by the City, said additional services will be paid for by the City at the rate set forth on Exhibit "A," which sum may exceed the "not to exceed" amount set forth above; however, said services will only be performed and compensated by the City after the City has directed such performance in writing.
- B. Payment by the City for services will only be made after the services have been performed, a voucher or invoice is submitted in the form specified by the City, and the same is approved by the appropriate City representative. Payment may be made on a monthly or other periodic basis and may be made on the basis of an estimate of the percentage of contract completion accomplished if said procedure is approved by the City.
- C. If an hourly rate of compensation or other means of measurement is set forth on Exhibit "A," the parties intend that said measurement shall be used up to the "not to exceed" figure set forth above.
- D. The City reserves the right to withhold payment under this Agreement for that portion of the work (if any) which is determined in the reasonable judgment of the City Manager or designee to be noncompliant with the Scope of Services, City standards, City Code, and federal or state standards.

4. **Notice.** Notices other than applications for payment shall be given in writing as follows:

TO THE CITY:

Name: Ashley Smith
Phone: (360) 413-4310
Address: 420 College St SE
Lacey, WA 98503

TO THE CONSULTANT:

Name: Bill Valdez
Phone: (360) 352-8883
Address: 906 Columbia St SW
Olympia, WA 98501

5. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and local laws and regulations. Consultant warrants that its designs, construction documents, and services shall conform to all federal, state, and local statutes and regulations.

6. **Title VI Assurances.**

- A. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the City, 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 Agreement.
- B. The Consultant, with regard to the work performed during this Agreement, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this Agreement covers a program set forth in Appendix B of the Regulations.

7. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions.**

- A. By executing this Agreement, the Consultant certifies to the best of its knowledge and belief that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three-year period preceding this proposal 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;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

8. **Relationship of the Parties.** It is understood and agreed that Consultant shall be an independent contractor and not the agent or employee of City, that City is interested in only the results to be achieved, and that the right to control the particular manner, method, and means in which the services are performed is solely within the discretion of Consultant. Any and all employees who provide services to City under this Agreement shall be deemed employees solely of Consultant. The Consultant shall be solely responsible for the conduct and actions of all its employees under this Agreement and any liability that may attach thereto.
9. **Ownership of Documents.** All drawings, plans, specifications, and other related documents prepared by Consultant under this Agreement are and shall be the property of City, and may be subject to disclosure pursuant to chapter 42.56 RCW or other applicable public record laws. The written, graphic, mapped, photographic, or visual documents prepared by Consultant under this Agreement shall, unless otherwise provided, be deemed the property of City. City shall be permitted to retain these documents, including reproducible camera-ready originals of reports, reproduction quality mylars of maps, and copies in the form of computer files, for the City's use. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, drawings, images, or other material prepared under this Agreement, provided that Consultant shall have no liability for the use of Consultant's work product outside of the scope of its intended purpose.
10. **Records.** The City or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all of Consultant's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine, make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and record of matters covered by this Agreement for a period of three years from the date final payment is made hereunder.

11. **Insurance.** Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, employees, or subcontractors.
 - A. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types described below:
 1. Automobile liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Commercial general liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury, and advertising injury. City shall be named as an additional insured under Consultant's commercial general liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. Workers' compensation coverage as required by the industrial insurance laws of the State of Washington.
 4. Professional liability insurance appropriate to Consultant's profession.
 - B. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:
 1. Automobile liability insurance with a minimum combined single limit for bodily injury and property damage of no less than \$1,000,000 per accident.
 2. Commercial general liability insurance shall be written with limits no less than \$1,000,000 for each occurrence, and \$2,000,000 for general aggregate.
 3. Professional liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
 - C. **Other Insurance Provisions.** The policies are to contain, or be endorsed to contain, the following provisions for automobile liability, professional liability, and commercial general liability insurance:
 1. Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by City shall be in excess of Consultant's insurance and shall not contribute with it.
 2. Consultant shall fax or send electronically in .pdf format a copy of insurer's

cancellation notice within two business days of receipt by Consultant.

3. If Consultant maintains higher insurance limits than the minimums shown above, City shall be insured for the full available limits of commercial general and excess or umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Consultant.
 4. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of the Agreement, upon which the City may, after giving at least five business days' notice to Consultant to correct the breach, immediately terminate the Agreement, or at its sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.
- D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- E. Evidence of Coverage. As evidence of the insurance coverages required by this Agreement, Consultant shall furnish acceptable insurance certificates to the City Clerk at the time Consultant returns the signed Agreement, which shall be Exhibit C. The certificate shall specify all of the parties who are additional insureds, and shall include applicable policy endorsements, and the deduction or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to City. Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.
12. Indemnification and Hold Harmless. Consultant shall, at its sole expense, defend, indemnify, and hold harmless City and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, attorney's fees, costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors, or omissions in the services provided by Consultant, Consultant's agents, subcontractors, subconsultants, and employees to the fullest extent permitted by law, subject only to the limitations provided below.

Consultant's duty to defend, indemnify, and hold City harmless shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of City or City's agents or employees pursuant to RCW 4.24.115.

Consultant's duty to defend, indemnify, and hold City harmless against liability for damages arising out of such services caused by the concurrent negligence of (a) City or City's agents or employees, and (b) Consultant, Consultant's agents, subcontractors, subconsultants, and employees shall apply only to the extent of the

negligence of Consultant, Consultant's agents, subcontractors, subconsultants, and employees.

Consultant's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liability to which it applies, City's personnel-related costs, reasonable attorneys' fees, the reasonable value of any services rendered by the office of the City Attorney, outside consultant costs, court costs, fees for collection, and all other claim-related expenses.

Consultant specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that Consultant's waiver of immunity under this provision extends only to claims against Consultant by City, and does not include, or extend to, any claims by Consultant's employees directly against Consultant.

Consultant hereby certifies that this indemnification provision was mutually negotiated.

13. **Waiver.** No officer, employee, agent, or other individual acting on behalf of either Party has the power, right, or authority to waive any of the conditions or provisions of this Agreement. A waiver in one instance shall not be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law shall be taken and construed as cumulative and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.
14. **Assignment and Delegation.** Neither Party shall assign, transfer, or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without prior written consent of the other Party.
15. **Maintain Critical Staff.** The parties agree that key project management and critical support staff are of utmost importance for the successful completion of the Agreement. For purposes of this Agreement the following are determined to be key project management and/or critical support staff:
 - A. Bill Valdez, PE, DBIA
 - B. Bryan Beley, AIA
 - C. Tyler Joseph, AIA
 - D. Brian Berryhill, AIA

Any changes in key management and/or critical support staff must be submitted in writing and approved the City prior to initiating the change. In the event any Key

Project Management and/or Critical Support Staff are no longer directing and/or are involved with the project without written authorization, the City shall determine that as a violation of the Agreement and the Consultant is subject to termination in accordance with Article 23 "Severability" of the Agreement.

16. **Subcontracts.** Except as otherwise provided herein, Consultant shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of City.
17. **Confidentiality.** Consultant may, from time-to-time, receive information which is deemed by City to be confidential. Consultant shall not disclose such information without the prior express written consent of City or upon order of a court of competent jurisdiction.
18. **Jurisdiction and Venue.** This Agreement is entered into in Thurston County, Washington. Disputes between City and Consultant shall be resolved in the Superior Court of the State of Washington in Thurston County. Notwithstanding the foregoing, Consultant agrees that it may, at City's request, be joined as a party in any arbitration proceeding between City and any third party that includes a claim or claims that arise out of, or that are related to Consultant's services under this Agreement. Consultant further agrees that the Arbitrator(s)' decision therein shall be final and binding on Consultant and that judgment may be entered upon it in any court having jurisdiction thereof.
19. **Cost and Attorney's Fees.** The prevailing party in any litigation or arbitration arising out of this Agreement shall be entitled to its attorney's fees and costs of such litigation (including expert witness fees).
20. **Entire Agreement.** This written Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto.
21. **Anti-kickback.** No officer or employee of City, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.
22. **Business Registration.** Consultant shall register with the City as a business prior to commencement of work under this Agreement if it has not already done so.
23. **Severability.** If any section, sentence, clause, or phrase of this Agreement should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause, or phrase of this Agreement.

The Parties have executed this Agreement this day of _____, 20____.

CITY OF LACEY

CONSULTANT:

By: _____
Scott Spence
City Manager

By: _____
Bill Valdez, PE, DBIA
Principal-in-Charge

Approved as to form:

David Schneider
City Attorney



Proposal Memorandum

Date: April 8, 2022

To: Ashley Smith, PE, PMP – Capital Projects Manager
City of Lacey, Public Works
420 College Street SE
Lacey, WA 98503

From: Bill Valdez, PE, DBIA – Partner

Project: New Lacey Police Department Facility

Subject: Fee Proposal – A/E Basic Design Professional Services, 30% Schematic Design

KMB Job No.: TBD

Copied to: Project File; Paul Faul - Business Manager, Brian Berryhill, AIA – Partner, Roth Sheppard

Dear Ms. Smith,

KMB architects is pleased to present this fee proposal for architectural and engineering (A/E) basic design services for the New Lacey Police Department Facility project. This Professional Services proposal only encompasses the scope of work through 30% Schematic Design as defined in the project Request for Qualifications document advertised on February 11, 2022.

Project Understanding

The Lacey Police Department moved into its current location in 1985. The 18,250 square foot facility has been remodeled several times, with additional space added for a new locker room. The number of law enforcement and civilian personnel working in the facility has grown considerably since 1985, and continued growth is expected to be concurrent with increases in Lacey's population and business activity.

KMB architects and law enforcement specialist Roth Sheppard, completed a Space Needs Assessment and Facility Master Plan study in 2020. An existing site scheme was explored in comparison to a potential new site option, situated north, adjacent to the existing City Hall campus. The needs assessment program estimated the new building would be roughly 40,224 square feet. With the building size, high level site analysis, and similar facility case studies, preliminary construction cost estimates between the explored options were developed. The construction cost of a new police facility was estimated at \$28,000,000.

The City of Lacey has decided to proceed with the design of a new police facility on the adjacent property.

Scope of Services

KMB architects proposes to provide basic design services through 30% Schematic Design as outlined by the tasks below.

Task 1 – Data Review and Collection

- Review all pertinent City provided data
- Meet with City Engineering and Police staff
- Prepare preliminary project schedule
- Make site visit to observe proposed project location
- Attend Pre-submission Conference

- Attend monthly Community Advisory Panel meetings
- Identify survey needs or additional information needed to complete Task 2:
 - o City arborist to provide tree report.
 - o City to provide topographic survey to support design and boundary line adjustment.
 - o Conduct critical area studies as needed, likely to include but not limited to: wetland, stream, mazama pocket gopher.
 - o Conduct geotechnical studies as needed to support design.
 - o Conduct traffic studies as needed to support design.
 - o Analyze stormwater impacts and mitigation.
 - o Analyze regulatory constraints including but not limited to: Thurston County Critical Areas Ordinance, Thurston County-Lacey UGA Zoning Code and Development Standards, City of Lacey Zoning Code and Development Standards, and other applicable federal, state, or local regulations.

Task 2a – Plans

- Provide complete construction plans including code compliance, overall site plan, demolition, roadway, channelization, illumination, civil, architectural, structural, fire, mechanical, electrical, lighting, security, landscaping and irrigation and any other plans including details required for construction per Development Guidelines, International Building and Fire Codes, and any other applicable codes. Provide assistance and any revisions needed throughout the Site Plan Review process. Provide structural calculations and assistance with obtaining necessary permits. Obtain coverage under Construction Stormwater General Permit. Provide complete off-site construction plans including right-of way plan improvements, demolition, roadway, traffic signaling, off-site illumination, off-site civil, off-site utility, right of way landscaping and irrigation and any other plans including details required for construction.
 - o Plans shall be submitted to the City for review and approval at 30% completion, 60% completion, and 90% completion. One electronic copy of review documents shall be provided via e-mail or on USB drive.
 - o Plans will undergo an approval process by the Community Advisory Panel (CAP) and City Council at each stage of development.
 - o One electronic copy of final documents shall be provided via e-mail or on USB drive. Four hard copies of the final full size plans and two hard copies of the structural calculations shall be submitted to the building department for approval.

Task 2b – Specifications, Bidding, and Contract Documents (not included in scope of services for 30% Schematic Design)

Task 2c – Construction Cost Estimate

- Provide a cost estimate that includes a summary of overall cost, an itemization of materials, labor, and equipment costs for each project component, including markups and contingencies, and an estimated project construction time schedule.
 - o Construction cost estimate shall be submitted to the City for review and approval at 30% completion, 60% completion, and 90% completion before proceeding.
 - o One electronic copy shall be provided via e-mail or on USB drive for each stage.

Task 3 – Prepare Renderings

- Provide renderings of selected conceptual design for public distribution.
 - o For purposes of the public involvement process and funding, the consultant will develop digital renderings of the facility and site for publishing.
 - o A vetting process will take place at the 30% and 60% review by City staff, CAP, and include a City Council Study Session.
- Data and information identified in Tasks 1 and 2 shall be summarized in applicable tables and graphics as needed.

The following outlines the proposed project team:

A. Principal-in-Charge:	Bill Valdez, PE, DBIA – Partner, KMB architects
B. Project Manager:	Bryan Beley, AIA – Associate, KMB architects
C. Architects and Law Enforcement Expertise:	Brian Berryhill, AIA – Partner, Roth Sheppard Tyler Joseph, AIA – Project Manager, Roth Sheppard
D. Civic Designer:	Ruben Nunez – Associate, KMB architects
E. Structural Engineering:	Jason Tornquist, PE, SE – Principal, tk1sc
F. Mechanical, Electrical, and Plumbing (MEP):	Chris Caffee, PE, LEED AP – Principal, BCE Engineers Ben Hedin, PE – Principal, BCE Engineers
G. Civil Engineering:	Ben Enfield, PE – Associate, KPFF Consulting Engineers
H. Landscape Architecture:	Gareth Loveridge – Principal, Swift Company
I. Geotechnical Engineering:	Bill Halbert – Principal, Insight Geologic
J. Cost Estimating:	Jon Bayles – Principal, JMB Consulting Group

Proposed Fee

The following represents KMB architects' requested compensation for 30% Schematic Design. KMB architects used the Washington State Office of Financial Management and Department of Enterprise Services Conditions of Agreement as a initial basis for defining expectations of scope, services, and deliverables. The project team understands we will be entering into a Professional Services Agreement with the City of Lacey using the City of Lacey Standard Form of Agreement. The actual proposed fee and fee percentage breakdown provided below is based on a 40,224 GSF schedule B building (police) and is based on the project MACC of \$28,000,0000.

A. Basic Design Services, 30% Schematic Design (6.86%)		
a. Architectural		\$ 278,325
i. KMB architects	\$ 160,822	
ii. Roth Sheppard	\$ 107,215	
b. Structural Engineering (tk1sc)		\$ 65,000
c. Mechanical, Electrical, and Plumbing (BCE)		\$ 64,569
d. Basic Services Subtotal		\$ 397,606
B. Additional Services, 30% Schematic Design		
a. MEP Energy Modeling (BCE)		\$ 8,500
b. Enhanced Low Voltage System Design (BCE)		\$ 1,600
c. Civil Engineering (KPFF)		\$ 50,850
d. Landscape Architecture (Swift)		\$ 53,000
e. Geotechnical Survey and Report (Insight)		\$ 19,700
f. Cost Estimating (JMB)		\$ 14,800
g. Training Facility (Training Room, Firing Range, Training Classroom)		\$ 58,895
h. Additional Services Subtotal		\$ 207,345
C. Services by others, not included in the Scope of Services of this proposal unless designated otherwise		
a. Site Survey, by City		
b. Tree Survey, by City		
c. Additional Traffic Study & analysis beyond the January 2020 SCJ Alliance Traffic Study		
d. Interior Furnishing, FF&E design, purchasing, and installation		

e. Special studies as requested by AHJ or City of Lacey		
D. KMB architects Administrative Mark up of Consultant Services – 10%	\$	38,523
E. Design Team Direct Expenses (billed as actual cost plus 1.1 multiplier)	\$	15,000

(Assumptions are based on submitted project schedule including in-person meetings and charettes with stakeholders, site & facility tours, in-person meetings with CAP, and in-person meetings with the community. Assumes three (3) in-person meetings with RothSheppard which will include travel and meal expenses. Mileage includes mileage to meetings at the current federal rate.)

a. Printing Costs	\$	250
b. Meals	\$	2,000
c. Travel (Airlines, Hotel, Car rental, Gas)	\$	7,000
d. Mileage	\$	1,750
e. Miscellaneous Direct Costs & Consultant Costs	\$	4,000
F. Grand Total 30% Schematic Design Services	\$	658,474

Fee Adjustment: The proposed fee based on the assumed \$28 million maximum allowable construction budget. If the actual allowable construction budget increases or actual construction costs exceed the budget, KMB architects and our consultant team members reserves the right to negotiate a fee adjustment for fair compensation.

Draft Schedule

The following is the anticipated schedule and meeting dates for the performance of the above proposed basic design services. All meeting dates are subject to change based on the availability of project stakeholders and design team members.

Task 1 – Data Review and Collection

Initial Meeting with CAP	April 20, 2022
Notice to Proceed	April 22, 2022
Draft Project Schedule Submittal	April 24, 2022
Kick-off meeting	April 28, 2022
Design Meeting with CAP	May 5, 2022
Site & Building Tours	May 17, 2022

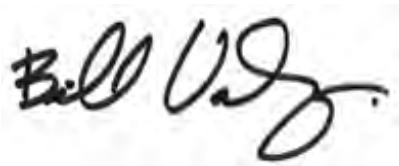
Task 2 – Plans and Renderings

Charette #1 - Problem Statement and Context Review	June 2, 2022
Charette #2 - Concept Charette	June 21, 2022
Charette #3 - Concept Refinement Charette	July 7, 2022
Meeting #1 – Opportunities, Draft Owner's Project Requirements	July 28, 2022
General Land Use and Site Plan Submission	July 28, 2022
Meeting #2 – Plans and Massing	August 11, 2022
Council Study Session Update	August 25, 2022
Meeting #3 – Systems, Plan and Massing Refinement	August 25, 2022
Meeting #4 – Materiality and Systems Refinement	September 8, 2022
Meeting #5 – Design and Material Refinement	September 22, 2022
Meeting #6 – Schematic Design Estimate Review	October 6, 2022

Council Study Session Update	October 13, 2022
Schematic Design Submittal	October 20, 2022
Final Plans & Specifications Submittal	January 5, 2023
Task 3 – Renderings & Graphic Imagery	
Schematic Design Image Study & Imagery Boards	July 28, 2022
Schematic Design Initial Massing Concepts	August 11, 2022
Schematic Design Final Massing Concepts	August 25, 2022
Site & Massing Community Engagement Boards	September 8, 2022
Schematic Design Draft Renderings Submittal	September 22, 2022
Interim Community Engagement Boards	September 29, 2022
Schematic Design Final Rendering Submittal	October 20, 2022
Final Community Engagement Boards	October 27, 2022

Thank you for the opportunity to provide these professional services. Please call with any questions regarding the scope of work, proposed fee, and/or draft schedule. We are very much looking forward to continuing our work with the City of Lacey and the Lacey Police Department.

Sincerely,
KMB architects

A handwritten signature in black ink, appearing to read "Bill Valdez". The signature is stylized with a large, looped "B" and a cursive "Valdez".

Bill Valdez, PE, DBIA – Partner

Attachments: KPFF Consulting Engineers Civil Engineering Proposal – April 1, 2022
tk1sc Engineering / Consulting Proposal and Professional Service Agreement – April 1, 2022
BCE Engineers MEP Proposal – April 1, 2022
Swift Company Landscape Architecture Scope of Work – April 6, 2022
JMB Consulting Group Request for Basic Services – March 26, 2022
Insight Geologic, Inc. Scope of Work – April 6, 2022



April 1, 2022

KMB
906 Columbia St SW Suite 400
Olympia, WA 98501

Attn: Bill Valdez

RE: Lacey Police Station – MEP Proposal – PreDesign Through Schematic Design

Dear Bill,

Thank you for the opportunity to work with you on the Lacey Police Station. This looks like a fun and challenging project. The scope of work consists of Design for a new 40,000 sf Police Building. It is our understanding that the Training Facility and Parking Garage that are mentioned in the PreDesign study are not part of the current scope. The Design Scope includes Schematic Design (30% level) as noted in the Tasks of the RFQ – New Police Facility 2.11.22 document. It is understood that the Design Development through Construction Documents are part of a follow-on design phase.

MEP Scope Outline:

The basic mechanical scope consists of designing the HVAC, plumbing and associated control systems. Fire protection design is limited to coordinating space requirements, design of the sprinkler riser and preparation of performance specifications. The scope of the mechanical utilities work is limited to fire sprinkler service, storm, waste and domestic water within five feet of the building. All else is considered outside the scope of our work, including the design of any grease interceptors, oil/water separators and sand sediment filtration tanks.

The basic electrical scope consists of designing power, lighting (and associated controls), and low voltage systems for the Building and impacted Site. The low voltage system designs for audio visual, data network communication, intercom/paging, and similar systems are described under the extended services. We will also provide the electronic security systems design with specific input from KMB. Fire alarm design will include device layout for coordination purposes and a performance specification.

The basic services agreement covers formal submittal packages for 50% SD and 100% SD (30% total design). Any additional formal submittals will be considered outside the basic scope of work and additional compensation will be negotiated at that time. Informal coordination PDF sets can be provided at any time upon request.

We anticipate (6) meetings with the client and roughly (6) additional internal coordination meetings with the design team.

Design Development through Construction Period Services are provided in a separate proposal.

Revit (3D) effort for this project is included within the basic services fee structure. We will limit Revit model updates to a maximum of once every two weeks throughout the design process. Any requirements to support greater design elements per submittal than required by the B101 guideline or a requirement to support increased model updates may result in additional fees beyond basic services. Please note that we will not be able to accommodate model updates that occur less than (1) week before major deadlines. If changes are substantial, we may require more than (1) week to properly update the backgrounds, review the changes, and update the design.

As part of the bidding phase, BCE will issue drawing updates in lieu of addendum verbiage as necessary.

MEP Expanded Services:

Whole Building Energy Modeling is included as an optional expanded service. A detailed energy model will be provided that includes the building envelope, orientation, mechanical systems and lighting. We will provide up to five (5) parametric envelope models to optimize insulation vs selected mechanical systems.

Telecommunication design includes cable television/data/voice outlet layouts, data network design, riser diagrams, telecommunication room elevations, utility coordination, interdisciplinary coordination, specifications and narratives. Enhanced design, detailing and owner coordination is required to ensure the proper set of systems is installed. We have included (1) separate meeting with the owner to help program and implement the telecommunications system as part of the Schematic Design Process. It is anticipated that the owner will furnish and install network switches, servers, rack-mounted UPS systems and similar active electronics.

Electronic Security System design includes intrusion alarm, access control and CCTV systems. Enhanced design, detailing and owner coordination is required to ensure the proper layout and quantities of devices are provided. We have included (1) separate meeting with the owner to help program and implement the systems as part of the Schematic Design Process.

Audio Visual design includes locating A-V devices such as monitors, speakers, amplifiers, system inputs, and similar equipment on the plans. Detailing and selecting equipment for typical systems (ie. video teleconferencing equipment for conference rooms, information displays in lobbies, teaching walls in training rooms, and televisions in break rooms) is also included. In-depth coordination with the owner, architect and interior designer will be provided and includes (1) separate meetings to help program and implement Audio Visual requirements within the building as part of the Schematic Design Process.

The above low voltage systems designs are included in a lump sum total below.

MEP Fee Breakdown:

We propose to perform the above listed basic services and expanded services for a fixed fee as follows:

$(40,224\text{sf of new building}) \times (\$130/\text{sf MEP Construction Costs}) \times (6.86\% \text{ from State Fee Schedule for } \$28\text{M MACC, Schedule B}) \times 0.18 \text{ (SD \%)} = \$64,569$

Energy Modeling: \$8,500

Enhanced Low Voltage Systems Design (SD): \$1,600

Total Fee (SD): \$74,669

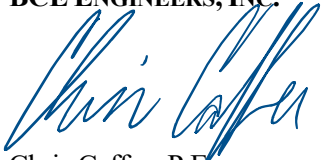
Exclusions:

- o Mechanical design outside of the building perimeter
- o Detailed Fire Alarm or Fire Sprinkler design (assumed to be Bidder-Designed based on criteria docs)
- o REVIT Model updates within 1 week of an official design submittal.
- o Grease interceptor, Oil/ Water separator, or solids interceptor design.
- o Commissioning services (can be provided under a separate cover)
- o Detailed Cost Estimating (review of MEP estimates by others is included)
- o Acoustic evaluation of mechanical and electrical systems.
- o Seismic bracing calculations and drawings.
- o Smoke Control Engineering
- o Attendance of any additional on-site or conference call meetings other than listed above.
- o As-Built drafting.
- o LEED or similar sustainability documentation

Thank you for the opportunity to provide our design services for this project. Please review the information and if you have any questions or need further information, please feel free to give me a call.

Sincerely,

BCE ENGINEERS, INC.

A handwritten signature in blue ink, appearing to read "Chris Caffee", is written over the company name.

Chris Caffee, P.E.
Principal

April 1, 2022

Mr. Bill Valdez, PE, DBIA
Partner
KMB Architects
906 Columbia St. SW, Suite 400
Olympia, Washington

Re: **Lacey Police Facility**
Engineering / Consulting Proposal and Professional Service Agreement

Dear Bill,

Thank you for the opportunity to collaborate with your firm on this project.

We are pleased to provide this proposal to furnish engineering / consulting services for the project referenced above. Our total fee is **\$65,000.00** the details of which is provided in Exhibit B in this document.

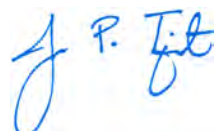
Please contact me if you have any questions and/or comments regarding this proposal.

If you find the scope and fees acceptable, please execute this agreement accepting the terms and conditions stated herein. If we are directed to proceed prior to execution of contract, the terms set forth in our proposal / agreement shall prevail until such time as an agreement is fully executed.

This proposal will remain open for thirty (30) days from April 1, 2022

Sincerely,

tk1sc

A handwritten signature in blue ink, appearing to read 'J. P. Tornquist'.

Jason Tornquist, PE, SE
Principal | Structural Engineer

Lacey Police Facility

Engineering / Consulting Proposal and Professional Service Agreement

April 1, 2022

Page 1

PROFESSIONAL SERVICES AGREEMENT ("PSA")
Between **tk1sc** (SUBCONSULTANT) and ARCHITECT / PRIME CONSULTANT (CLIENT)

This Agreement is entered into effective April 1, 2022, to provide engineering / consulting services for the project named Lacey Police Facility described in Exhibit "A", between KMB Architects (Client) and **tk1sc**.

1. Subconsultant will:
 - a. Provide those Basic Services set forth in the attached Exhibit "C" / "C(s)" and such other related additional services as the parties may mutually agree.
 - b. Direct all Project communications to and through Client, unless Client indicates or directs otherwise.
 - c. Assist as reasonably requested in Client's Project coordination.
 - d. Subconsultant will maintain the insurance program set forth in Exhibit "D".
2. Client will compensate Subconsultant for Basic Services pursuant to Exhibit "B" and for additional services pursuant to Subconsultant's then current fee schedule, or as the parties may mutually agree at the time the services are undertaken.
3. This Agreement is subject to the terms and conditions printed on the following page.

KMB Architects (Client) finds the scope and fees acceptable and by executing below has agreed to accept the terms and conditions stated herein. If **tk1sc** is directed to proceed prior to execution of this professional services agreement, the terms set forth in our proposal / agreement shall prevail until such time as an agreement is fully executed by both parties. If tk1sc's services are provided at the direction of the client, but in the absence of an executed agreement, the terms set forth in this Professional Services Agreement shall prevail.

tk1sc

Jason Tornquist, PE, SE
Principal
Lic. #47450

KMB Architects (Client)

Name (Signature Above): _____
Title: _____
Client Project No.: _____

Attachments Professional Service Agreement
EXHIBIT A – PROJECT DESCRIPTION
EXHIBIT B – COMPENSATION
EXHIBIT C – ENGINEERING AND CONSULTING SCOPE OF SERVICES DESCRIPTIONS
EXHIBIT C (SE) –STRUCTURAL ENGINEERING SCOPE OF SERVICES
EXHIBIT D – INSURANCE / TERMS AND CONDITIONS

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Lacey Police Facility

Engineering / Consulting Proposal and Professional Service Agreement – Exhibit A

April 1, 2022

Page 1

EXHIBIT A – PROJECT DESCRIPTION**Description of Project**

Project Name:	Lacey Police Facility
Address:	City of Lacey Public Works 420 College Street SE
City / State:	Lacey, WA 98503
Project Type:	Government: County/City
Square Footage:	40,000 SF
Project Description:	New foot police station.

-----END-----

Lacey Police Facility

Engineering / Consulting Proposal and Professional Service Agreement – Exhibit B

April 1, 2022

Page 1

EXHIBIT B – COMPENSATION

- A. Compensation for the scope of services in accordance with the attached exhibit(s) shall be based upon the following fixed fee(s):

Engineering / Consulting Services: **\$ 65,000.00**

- B. Reimbursable expenses are in addition to the compensation listed above and shall include costs for reproductions (copies, binding, blueprints, CADD plotting), mileage, parking costs, postage and messenger delivery charges, transportation (auto rental, taxi, bus, airfare), meals, and lodging, plus other expenses incurred in connection with out-of-town travel (must be approved by Client). Also, they may include costs associated with photographic production techniques, renderings, models, mockups, etc. (with client approval), plus any additional insurance coverage or limits, including professional liability insurance that is requested by Client in excess of that normally carried. Billing for allowed reimbursable expenses will be as follows: **Cost plus 15%**

Lacey Police Facility

Engineering / Consulting Proposal and Professional Service Agreement – Exhibit B

April 1, 2022

Page 2

- C. For additional services, such as changes to the scope of work after commencement of Contract Documents or preparation of record drawings of existing conditions, the Client shall pay the Engineer on an **hourly** basis as follows:

M/E/P/S Engineering	Rate	Project Coordinator	Rate	Technology Consulting	Rate	Energy & Sustainability	Rate
Designer	\$105	Project Assistant	\$95	Systems Designer	\$105	Analyst	\$105
Engineer I	\$125	Project Coordinator I	\$110	Systems Engineer I	\$125	Consultant I	\$125
Engineer II	\$140	Project Coordinator II	\$130	Systems Engineer II	\$140	Consultant II	\$140
Senior Engineer	\$160	Project Sr. Coordinator	\$145	Sr. Systems Engineer	\$160	Senior Consultant	\$160
Associate	\$175			Associate	\$175	Associate	\$175
Senior Associate	\$195			Senior Associate	\$195	Senior Associate	\$195
Director	\$210			Director	\$210	Director	\$210
Senior Director	\$230			Senior Director	\$230	Senior Director	\$230
Principal	\$245			Principal	\$245	Principal	\$245
Senior Principal	\$265			Senior Principal	\$265	Senior Principal	\$265

Lighting Studio	Rate	Commissioning	Rate	Fire Protection	Rate	BIM	Rate
Assistant Designer	\$100	Assistant	\$100	Technician	\$110	Generalist	\$100
Designer I	\$115	Technician	\$115	Consultant I	\$130	Specialist I	\$120
Designer II	\$130	Authority	\$135	Consultant II	\$150	Specialist II	\$135
Senior Designer	\$145	Senior Authority	\$150	Senior Consultant	\$165	Sr. Specialist	\$150
Associate	\$165	Associate	\$165	Associate	\$185		
Senior Associate	\$180	Senior Associate	\$185	Senior Associate	\$205		
Director	\$195	Director	\$200	Director	\$225		
Senior Director	\$210	Senior Director	\$215	Senior Director	\$240		
Principal	\$225	Principal	\$235	Principal	\$260		
Senior Principal	\$240	Senior Principal	\$250	Senior Principal	\$280		

The above hourly rate schedules are firm for twelve months from date of execution of contract with an annual escalation of 5% thereafter.

-----END-----

Lacey Police Facility

Engineering / Consulting Proposal and Professional Service Agreement – Exhibit C

April 1, 2022

Page 1

EXHIBIT C – ENGINEERING AND CONSULTING SCOPE OF SERVICES DESCRIPTIONS

Professional Services

We will provide full-service engineering / consulting services.

Engineering / Consulting Basic Scope of Services Options

Based upon the indicated Professional Services, the following specific Scope of Services options are included in this scope.

Scope Included	Basic Engineering / Consulting / Design Service Description
☐	Mechanical Engineering services.
☐	Electrical Engineering services.
☐	Plumbing Engineering services.
☒	Structural Engineering services.
☐	Architectural Lighting Design services.
☐	Utility Company Coordination services.
☐	Energy & Sustainability Consulting services.
☐	Fire Protection Engineering services.
☐	Renewables services.
☐	Low Voltage System Design services.

Project Specific Scope Clarifications

tk1sc proposes to provide structural engineering services through 30% design for the new Lacey Police Station. Our proposed scope includes:

- Participation in meetings and charrettes with key stakeholders to identify project goals and requirements that will inform or impact the design.
- Development of code-mandated structural design criteria.
- Assistance to the owner and design team in the development of structural design criteria beyond code-minimum requirements (seismic resiliency, blast resistance, progressive collapse, etc.).
- Development of a geotechnical requirement memorandum for requirements of a geotechnical study and report (study and report to be prepared by an owner-retained party).
- Preliminary discussions and coordination with the Authority Having Jurisdiction, if required.
- Development of a maximum of three alternate design concepts for exploration and pricing with the design team. Deliverables for concept packages to include narratives and conceptual drawing sketches suitable for design review, coordination, and pricing.
- Coordination with the design team, owner, and cost estimator to refine concept packages and aid in the development of a single design direction.
- Development of 30% drawings and specifications for the selected design concept.
- Participation in weekly meetings with the design team.
- Coordination with pre-construction or construction management team, if required.
- Participation in a single round of value analysis or value engineering review, if required.

Lacey Police Facility

Engineering / Consulting Proposal and Professional Service Agreement – Exhibit C

April 1, 2022

Page 2

This scope is proposed for the police station facility through 30% design only. Full design services through 100% Construction Documents, Construction Administration, and project close-out will be provided in a future proposal. If the previously discussed training facility is added to the project scope, tk1sc will provide an additional proposal for design services related to that scope.

Engineering / Consulting Sub-Consultants

Sub-consultants are not proposed for this project.

Engineering / Consulting Design and Construction Administration Phases

Phases Included	Phase Descriptions
☒	Feasibility / Programming Phase services.
☒	Schematic Design Phase services.
☐	Design Development Phase services.
☐	Construction Document Phase services (includes Building Department services).
☐	Construction Administration Phase services (includes Bidding services).

Engineering / Consulting Design Phase Meeting(s)

Design Meeting(s): Twenty-five meeting(s), as noted above.

Construction Administration Phase Visit(s)

CA Visit(s): None – future phase

Engineering / Consulting Permit Packages and Construction Phase(s)

Number of Permit Package(s): None – future phase

Number of Construction Phase(s): None – future phase

-----END-----

Lacey Police Facility

Engineering / Consulting Proposal and Professional Service Agreement – Exhibit C(SE)

April 1, 2022

Page 1

EXHIBIT C (SE) –STRUCTURAL ENGINEERING SCOPE OF SERVICES

A. Schematic Design Services:

1. Confer with the Architect, Owner, and other Consultants to determine design criteria, design and scope of work.
2. Participate in design coordination and integration meetings to discuss design solutions that meet the design intent.
3. Provide preliminary calculations and schematic sizing of critical building structural elements and shear-wall or braced frame systems.
4. Prepare schematic plans in the consultant's standard format and level of detail.
5. Coordinate with Architect and provide drawing layout of all structural columns, bracing and walls.
6. Provide additional detailing notes and sizing of structural elements at areas of architecturally expressed areas or areas requiring additional coordination.
7. Provide schematic framing and foundation plans.
8. Prepare outline specifications in the consultant's standard format and level of detail.

B. Optional Additional Services Available at an Additional Fee:

1. Services resulting from significant changes in the scope of the project's features.
2. Opinions of probable cost.
3. Out of area travel.

C. Services Not Included:

1. All backgrounds, and requested architectural details, are to be provided by the Architect in CAD ".dwg" or ".rvt" format.
2. Detailed cost estimates – although coordination with the project's cost estimator is included.
3. Dimensions and elevations for building geometry. This proposal assumes that all critical dimensions of all scope related devices will be documented on the architectural drawings.
4. Site structures including retaining walls, landscape features, and fencing unless specifically included in separate scope of services document Exhibit C.
5. Plan Check fees, Permit fees, Utility Company fees, or fees of any kind.
6. Contracting.

-----END-----

Lacey Police Facility

Engineering / Consulting Proposal and Professional Service Agreement – Exhibit D

April 1, 2022

Page 1

EXHIBIT D – INSURANCE / TERMS AND CONDITIONS

A. Minimum limits and conditions of insurance required:

1. Professional Liability Insurance - \$2 million each claim / \$4 million aggregate, including limited contractual liability coverage.
2. Workers Compensation Insurance - As required by state law. In addition, consultant waives all rights against Architect and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability insurance obtained by consultant.
3. Employers Liability Insurance
 - a. Each Accident \$1,000,000
 - b. Disease - Policy Limit \$1,000,000
 - c. Disease - Each Employee \$1,000,000
4. Commercial General Liability Insurance
 - a. Commercial General Liability Insurance (CGL) with a limit of \$1 million each occurrence and \$2 million aggregate.
 - b. Client shall be included as an additional insured under the CGL policy using "blanket or specific additional insured wording or attached to the certificate of insurance". Consultant's insurance shall be primary.
5. Commercial Automobile Liability Insurance
 - a. Business automobile coverage will be written with a minimum limit of \$1 million for each accident.
 - b. The automobile liability policy shall include coverage for owned automobiles (where applicable) as well as non-owned and hired automobile coverages.

B. Policies shall be written by an insurance company "admitted" to do business in the State of California with a minimum rating by A.M. Best & Company of A-X.

C. Certificates of Insurance evidencing the above coverages shall be provided to the Client. Each certificate shall provide a 30-day written notice of cancellation, except 10 days' notice for non-payment of premium.

TERMS AND CONDITIONS OF PROPOSAL / PROFESSIONAL SERVICES AGREEMENT ("PSA")
Between tk1sc (ENGINEER / SUBCONSULTANT) and ARCHITECT / PRIME CONSULTANT (PRIME CONSULTANT/CLIENT)

1. Engineer will provide Architect/Prime Consultant with monthly invoices accurately reflecting as appropriate the progress of the services and/or current expenditures of professional time, and reimbursable expenses which shall be reimbursed on the same terms as Architect/Prime Consultant is entitled pursuant to the Prime Agreement. Each invoice shall be due and payable on the earlier of 10 days after Architect/Prime Consultant's receipt of related Project payments or 90 days after the invoice date. If Architect/Prime Consultant allows an invoice to become delinquent, then interest will accrue from the invoice date at 10% per annum, compounded annually, or the highest rate allowed by law, whichever is lower, with payments applied first to accrued interest. Engineer's fee shall be equitably adjusted in the event of significant changes in the Prime Agreement or the Project's scope or scheduling or should Architect/Prime Consultant expressly request expedited service.
2. At Architect/Prime Consultant's direction or request, Engineer will provide the following additional services at its then current standard hourly fee rates or on such other terms as the Parties agree at the time the services are undertaken: (i) revisions to instruments of service where such revisions are inconsistent with prior Architect/Prime Consultant approval or due to substantial changes in Engineer's instructions, or to amendments to or changes in the interpretation of the laws and regulations applicable to the Project or to conditions of which Engineer had not been timely informed; (ii) evaluating and responding to contractor proposals, substitution submittals, change order requests or the like beyond that fairly call for by the Basic Services; (iii) services necessitated by inadequate or improper contractor performance, unreasonable contractor requests and claims and/or construction accidents or losses; and (iv) such other services as the Parties may mutually agree.
3. Engineer's services will be performed in a timely manner consistent that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality, and Engineer will use its professional efforts to meet any reasonable Project turnaround times or schedule; but in no event will Engineer be liable or responsible for delays beyond its reasonable control.
4. Toward the mutual goal of a successful project, Architect/Prime Consultant shall make reasonable efforts to cooperate with Engineer including without limitation: (i) designating a single Project Manager with appropriate authority; (ii) providing appropriate information regarding Project conditions and requirements; (iii) responding to Engineer's questions and requests for information and approval within a reasonable time; (iv) reviewing Engineer's work for appropriateness and accuracy such as basic design, specific site locations, coordination and compliance with Project requirements, and promptly notifying Engineer of any problems or concerns; (v) refraining from authorizing or allowing deviations from Engineer's instruments of service or the use of Engineer's un-finalized instruments of service for cost estimating or otherwise without Engineer's knowledge and consent; and (vi) providing appropriate subconsultant coordination.
5. Engineer's services will be performed in accordance with generally and currently accepted engineering principles and practices as embodied in the standard procedures and protocols of Engineer and its subconsultants, and without warranties, express or implied. In particular, Engineer will use its professional judgment in interpreting and applying the requirements of all laws applicable to the Project including without limitation laws concerning energy conservation, accessibility and functionality standards; but compliance with any law as it may eventually be interpreted by others cannot be guaranteed. Further, the use of such terms as "certified," "warrant," "verify," "confirm," "make certain," "assure," and "ensure," or the like will not constitute a guarantee, but rather a representation of professional opinion or judgment.
6. Upon payment of related fees and costs, Architect/Prime Consultant its client shall be granted a perpetual, royalty-free and transferable nonexclusive license to use the drawings, specifications, calculations, and other instruments of service prepared by or on behalf of Engineer pursuant to this Agreement for any and all purposes consistent with the Prime Agreement. Any electronic documents that are provided will be in Engineer's standard formats and conventions with no guarantee of compatibility with any particular software or hardware, or of the absence of viruses or other harmful materials; and any use with or conversion to other formats or conventions, or with any particular software or hardware will be at the user's sole risk. In the event of a conflict between Engineer's signed construction documents and electronic files, the hard copy construction documents shall govern.
7. Engineer will undertake professional responsibility for only the engineering services expressly undertaken pursuant to this Agreement, and not otherwise. Engineer will not be legally liable for the providing of or the failure to provide environmental, acoustical, or civil engineering services, or any specialty consulting services such as cost estimating, food service, kitchen, lab, hospital, industrial, LEED certification, data/communications, or audio/visual consulting, even if information from others is incorporated into Engineer's instruments of service for ease of reference or otherwise. Further, and without limitation, Engineer will not be responsible for delays or other matters beyond its reasonable control; for inaccurate information provided to it by Architect/Prime Consultant or other reasonably reliable sources or for unverified assumptions directed or accepted by Architect/Prime Consultant; for site or other conditions of which it was not informed; for hazardous materials or toxic substances at the Project site; for the specification of products or equipment for purposes consistent with the manufacturer's published literature; for materials and equipment decisions made by others; for construction means, methods, techniques, sequences or procedures including without limitation safety precautions and programs; for the timeliness or quality of contractor performance; or for actions or inaction of others including utility companies, other consultants, contractors and governmental or quasi-governmental agencies.
8. In order to control the risks inherent in Engineer's professional undertaking pursuant to this Agreement, Engineer's services are intended to be performed fully and solely by and on behalf of Engineer. Unless this Agreement is terminated for Engineer's material breach, if Architect/Prime Consultant prevents or frustrates Engineer's full performance of the basic services or any undertaken additional services, or without Engineer's express consent causes or allows recorded or unrecorded modifications to or deviations from the requirements or recommendations of Engineer's instruments of service or the use for any purpose of un-finalized instruments of service, then in addition to Engineer's common law rights, Architect/Prime Consultant shall release and indemnify Engineer and its affiliated entities and individuals to the fullest extent allowed by law from and against any and all claims, costs, losses and/or liability concerning or related to the affected services or the use of modified, deviated from or un-finalized instruments of service.
9. Engineer and Architect/Prime Consultant acknowledge that each is a business entity, and to the fullest extent allowed by law each expressly waives any right to assert any claim for damages or indemnification against the other's affiliated individuals concerning the Project and/or this Agreement. Engineer and Architect/Prime Consultant waive against each other any claim for consequential and/or economic damages which either might have against the other or the other's affiliated entities and individuals concerning this Agreement or its termination. Further and in any event, Architect/Prime Consultant agrees to limit the total aggregate liability concerning or related to the Project of Engineer and Engineer's subconsultants, if any, and their respective affiliated entities and individuals, on any and all legal and equitable theories and concerning all kinds and causes of loss to the fullest extent allowed by law as to Architect/Prime Consultant and all third parties to the lesser of (a) twice Engineer's professional services fee; or (b) the amount of the Engineer's insurance identified in Exhibit D. In light of the limited ability of Engineer to affect the risks inherent in the Project, except to the extent of any active negligence or willful misconduct by Engineer, and in addition to Engineer's common law rights, Architect/Prime Consultant shall to the fullest extent allowed by law release and indemnify Engineer and its affiliated entities and individuals concerning any and all claims, liability, expenses and/or losses related to the Project. In any event, Engineer's liability to Architect/Prime Consultant shall be limited in the same manner and to the same extent as Architect/Prime Consultant's liability is limited to others.
11. This Agreement supersedes all negotiations and prior agreements concerning the Project and is intended as a complete and exclusive statement of the entire agreement between the Parties concerning the Project. Neither Party may assign or transfer any interest in or right under this agreement without the written consent of the other. The Parties will strive to maintain a good working relationship throughout the duration of the Project; and because of the importance of a good working relationship, either Party may terminate this Agreement by giving written notice to the other provided only that such notice is given in the good faith belief that the working relationship is unsatisfactory. If Architect/Prime Consultant allows an invoice to become delinquent, then Engineer may suspend its performance under this Agreement and withhold or withdraw any instruments of service or related licenses with no liability for so doing. No deductions shall be made from Engineer's compensation on account of problems or losses for which Engineer has not been held legally liable. This Agreement is being entered into in Orange County, California; and it shall be interpreted and enforced under and pursuant to the laws of the State of California. No failure to exercise or delay in exercising any right under this Agreement shall be construed as a waiver; and no waiver of a breach of any term of this Agreement shall be construed as a waiver of any subsequent breach of the same or similar terms. In the event of any dispute or legal action concerning this Agreement, each party shall bear its own attorney's fees. In the event that this Agreement is for any reason terminated, then its indemnity and other risk allocation provisions shall remain in full force and effect. In the event that any provision of this Agreement shall be prohibited by law, then that provision shall not be void, but rather shall be interpreted as operating only to the fullest extent as allowed by law; and in the event that any provision should be invalid or unenforceable, then the remaining provisions shall remain valid and binding. This Agreement shall be binding upon and inure to the benefit of the parties and their affiliated entities and individuals; but except as expressly provided herein, this Agreement is not intended to create any rights in any third parties.
12. Condo Conversion: If the Project is converted from an apartment project, as presently contemplated by the parties, to a project involving condominium or co-op ownership, then the other provisions of this Agreement notwithstanding, Architect/Prime Consultant shall to the fullest extent permitted by law, and even in situations involving actual or alleged "design defects" or "active negligence" by one or more indemnitees, release, indemnify and hold harmless Engineer and its affiliated entities and individuals, and each of them, from and against whatever claims, costs, losses and/or liability may arise concerning the services performed or undertaken pursuant to this Agreement or concerning the Project; provided, however, that no indemnification obligation shall apply to any indemnitee concerning that indemnitee's sole negligence or willful misconduct. These provisions shall survive the termination of this Agreement; and in the event that any portion of these provisions shall be prohibited by law, then these provisions shall not be void, but rather shall be interpreted as applying only to the fullest extent allowed by law.



April 1, 2022

Mr. William J. Valdez, PE, Partner
KMB Architects
906 Columbia Street SW, Suite 400
Olympia, WA 98501

Subject: City of Lacey Police Department New Facility
Civil Engineering Proposal – Through 30% Phase (Schematic Design)

Dear Bill:

KPFF is pleased to provide you with the following scope of work to assist the KMB team with the City of Lacey Police Department project. This proposal is provided for civil engineering services through the completion of the Schematic Design (30%) phase. Based on our understanding of the project from our involvement in the feasibility study, discussions with you, and review of the information you have provided, we understand the KPFF scope to include the following efforts outlined below.

SCOPE OF WORK

TASK 1 – CIVIL ENGINEERING THROUGH 30% PHASE (SCHEMATIC DESIGN)

- 1.1 Project coordination with design team and project kick-off meeting.
- 1.2 Review documents provided by the City and KMB and gather background documents for reference for 30% civil design.
- 1.3 Attend site tour with City and design team.
- 1.4 Prepare the following preliminary documents for the Development of Options (3 minimum):
 - o Preliminary water improvement
 - o Preliminary sanitary sewer improvement
 - o Analysis of Storm Drainage Requirements
 - o Preliminary storm drainage improvement
 - o Preliminary parking and site vehicle circulation options (assist KMB)
 - o Preliminary site grading
- 1.5 Attend City of Lacey Pre-Submission Conference.
- 1.6 Prepare pro / con matrix for civil components of the preliminary development options.
- 1.7 Attend the following meetings (total time assumed at 2.5 hours per meeting):
 - o 30% Design Meeting #1 – Opportunities, Draft Owner's Project Requirements

- o 30% Design Meeting #2 – Plans and Massing
 - o 30% Design Meeting #3 – Systems, plans, and massing refinement
 - o 30% Design Meeting #5 – Design and Material Review
 - o Schematic Design Package Review Comments Meeting
- 1.8 Develop the following Schematic Design Package components:
- o 30% Water Improvement Plans
 - o 30% Sanitary Sewer Improvement Plans
 - o 30% Storm Drainage Improvement Plans
 - o 30% Site Grading Plans
 - o 30% Site Parking and Vehicle Circulation Plans (assist KMB)
 - o 30% Memo with SD civil design narrative
- 1.9 Prepare final 30% Civil documents per final 30% review comments from Stakeholder and design team review and comments.

ASSUMPTIONS/EXCLUSIONS

In addition to any assumptions previously made in this proposal, the following assumptions have been made in preparation of this scope of work:

1. Any scope of work requested or required that is not specifically identified in one of the tasks above may be considered an additional service. Prior to completing any such work, KPFF will discuss with you the need and impact on the scope and fee.
2. We have assumed that KMB will develop preliminary schematic site parking and site layout plans. KPFF assumes we will assist KMB with these layouts.
3. Topographic survey of the site will be provided by others.
4. A site base map in AutoCAD format with survey information will be provided to KPFF for use in 30% design plans.
5. KPFF will not providing cost estimating for this task. All cost estimating will be provided by other design team members.
6. Technical specifications will not be developed for the 30% phase deliverable.
7. Deliverables will be provided to KMB in electronic PDF format. KPFF will not need to provide paper copies of deliverables.

FEES

We propose to provide the above services for a lump-sum fee in accordance with the terms and conditions of the Master Agreement between KPFF and KMB dated January 2, 2020.

Task 1 – Civil Engineering Through 30% Phase (Schematic Design) \$50,850

Total

\$50,850

Bill Valdez
April 1, 2022
Page 3

We appreciate the opportunity to work with you on this project. Please provide a task order contract for signature upon your review and approval. If you have any questions concerning this proposal, please feel free to call me at (360) 292-7230 or email ben.enfield@kpff.com.

Sincerely,

A handwritten signature in black ink that reads "Ben Enfield". The signature is written in a cursive, flowing style.

Ben Enfield, PE
Civil Engineer / Associate

BEE

Enclosure

65400

April 06, 2022

DRAFT v2

Bill Valdez
KMB
811 First Ave
Suite 220
Seattle, WA 98104

LACEY POLICE DEPARTMENT - Landscape Architecture Scope of Work

Dear Bill,

We are excited to provide the Landscape Architecture and Site Design consulting services for the **LACEY POLICE DEPARTMENT** project. Includes are phases for **TASK 1 + TASK 2 + TASK 3**.

Scope assumptions are based upon the following shared files:

- RFQ - New Police Facility 2.11.22
- March 23 email and schedule: 220303_Lacey Police_DesignSchedule_R1
- 210122_Lacey PD Document_FINALrev
- Lacey Municipal Complex
- March 31 and April 05 video calls with KMB confirming Option 2 as 'Basis of Design' and the development of the new (wooded) site.

SCHEDULE ASSUMPTIONS:

- Swift scope and fee document to KMB Architects April 01, 2022
- NTP for Swift Company: April 28, 2022
- First: 30% (Schematic Design Phase) Design Services Phase through Project Funding in Spring 2023 (Due to KMB architects by 1:00 PM April 1, 2022)
- Second: 60% (Design Development), 90% (Permitting), 100% CD's Bidding, Construction & Post Construction Phases (Due to KMB architects by April 8, 2022)
- Site Tour: May 19, 2022
- Schematic Design: June 16, 2022 – November 17, 2022.
- Design Development: March 30, 2023 – August 10, 2023
- Construction Documents: June 22, 2023 – November 23, 2023
- Construction Administration: 2024-2025

GENERAL INCLUSIONS + ASSUMPTIONS:

- Exterior open spaces, walkways, drives, and parking lots are assumed to be entirely on-grade. Swift Company design scope will include all site areas between buildings, vehicle curbs and project boundaries. Swift will collaborate with KMB and KPFF on parking lot configuration and overall site planning layout.
- Coordinate with other project design consultants including architectural, civil, structural, and lighting.
- KMB Architects shall lead all permitting submittal processes.
- Construction cost estimate will be generated by others and reviewed for comment by Swift.
- Meetings:
 - Task 1: Assume (3) team meetings and (1) Client meeting.
 - Task 2: SD Phase (30%): Assume (3) team meetings and (2) Client meetings.
 - Task 3: DD Phase (60%): Assume (3) team meetings and (2) Client meetings.
 - Task 3: CD Phase (90%): Assume (3) team meetings and (1) Client meeting.
- KMB Architects shall provide Swift Company with current base 2-D CAD files, 3-D models in either/both Sketchup and Rhino or Revit.
- KMB Architects shall develop client presentation renderings as required. Swift Company shall provide support, content, review, and comment.
- Swift Company shall develop all site drawing documents (including construction documents in later phase) in 2D AutoCAD format and use 3-D (Rhino) models for coordination purposes in the Design Phase.

DESIGN TEAM COORDINATION + ASSUMPTIONS:

- Design team shall utilize the provided concept plans, programming, and input from City Staff and Community Advisory Panel (CAP) to prepare constructible plans and specifications for the building and the site.
 - Option 2 – New Site is the current basis of design.
- Develop site design that provides opportunities for community engagement.
- KMB will assist with permitting, bidding, and construction administration. Swift shall support
- KMB will work with the City to facilitate discussions with the CAP and key stakeholders throughout the public process. Swift shall support.

TASK 1:

- Site visit to observe proposed project location, existing adjacent buildings and open space, and surrounding context.
- City arborist to provide tree report. Swift shall coordinate review and report content.
- City to provide topographic survey to support design and boundary line adjustment.
- Design team shall conduct critical area studies as needed, likely to include but not limited to: wetland, stream, mazama pocket gopher. Swift shall review and comment.
- Design team shall conduct geotechnical studies. Swift shall review and comment.
- Design team shall conduct traffic studies. Swift shall review and comment.
- Design team shall conduct analyze stormwater impacts and mitigation. Swift shall review, comment, and support site strategies.
- Analyze regulatory constraints including but not limited to: Thurston County Critical Areas Ordinance, Thurston County-Lacey UGA Zoning Code and Development Standards, City of Lacey Zoning Code and Development Standards, and other applicable federal, state, or local regulations. Swift shall support in relevant site scope.

TASK 1: Data Review and Collection (6 weeks)
1. Phase start-up/CAD drawing setup
2. Code Review and Site Context Research
3. Design Team Coordination MTGS (2)
4. Arborist Report (draft coordination and comment)
5. Site Analysis Review and Diagram Mark-ups
6. Site Visit (1)

TASK 2 – 30% DESIGN (SCHEMATIC PHASE):

- Design team shall provide Schematic Design plans including: overall site plan, tree protection, parking lot layout, pedestrian plazas and walkways, and planting areas that follow Development Guidelines, International Building Codes, and any other applicable codes.
 - Universal accessibility to the building entries, walkways, and plazas.
 - Safe edges, steps, and surfaces that meet current design code for elevations, vertical drops, handrails, and access and egress routes.
 - Swift Company and KMB Architects shall collaborate on design of exterior lighting design concept. Specification and documentation of all lighting elements shall be in Lighting Designer / Electrical Engineering scope.
- Design team shall provide assistance and any revisions needed throughout the Site Plan Review process.
- Design team shall submit plans to the City for review and approval at 30% completion. KMB shall lead and collate. Swift to provide content for site and landscape requirements.
 - Plans will undergo an approval process by the Community Advisory Panel and City Council at each stage of development.

TASK 2C – COST ESTIMATE SUPPORT:

Swift shall provide support to KMB to review preliminary cost estimating.

TASK 2: Schematic Design Phase (15 weeks)
1. Phase start-up/CAD drawing setup
2. Research and Analysis, Site Visit, Permit Requirements
3. Site Programming and Design: plaza, parking lots, walkways, planting and tree protection areas
4. Coordination with Consultant Team / Multidisciplinary Work
5. Deliverable Preparation: plans, model views, diagrams, image boards, narrative
6. 3-Modelling (RHINO coordination of plaza w/ buildings)
7. Client Meetings and Presentations (2)
8. Phase Cost Estimate Review and Comment
9. Review and Coordination of Owner Review Comments

TASK 3 – RENDERING SUPPORT (SD Phase):

Swift shall provide support to KMB to develop renderings of selected conceptual design for public distribution.

<i>TASK 3: 60% Design Phase (Design Development - 14 weeks)</i>
1. Phase startup/CAD updates
2. Research and Analysis, Site Visit, Permit Confirmation
3. Design Effort
Site and Grading Design
Planting and Irrigation design
Tree Protection Plan
Furnishing and detail design
4. Coordination with Consultant Team / Multidisciplinary Work
Coordination with Owner
Coordination with Civil
Coordination with Architect
Coordination with Team
5. Deliverable Preparation
Site overview plan
Site materials plans
Planting / Irrigation / Soils plan
Site Sections and Details
Tree Protection Plan
3D RHINO model updates
Rendering/ presentation preparation
Outline Specifications
6. Client Meetings and Presentations (2)

<i>TASK 3: 60% Design Phase (Construction Documents - 18 weeks)</i>
1. Phase startup/CAD updates
2. Final design refinement
Site design
Grading review
Planting design
Irrigation design
Site furnishings and detailing
3. Coordination with Consultant Team / Multidisciplinary Work
4. Construction document deliverable preparation:
Tree and plant protection plan
Site materials / layout plans
Enlarged plans

Soils plans
Planting plans
Irrigation plans
Site details
Irrigation details/schedule
Planting details/schedule
Landscape and Site Specifications
5. Building Permit submittal support
6. Client Meetings (1)
7. Phase Cost Estimate Review and Comment

<i>TASK 3: Bidding + IFC Document Phase (duration TBD 2024)</i>
1. Assist during bid period (email correspondence)
2. RFI/Addendum preparation
3. Assist in review of bids & substitution requests
4. IFC Drawings and Specifications (assume minor edits)

<i>TASK 3: Construction Administration Phase (duration TBD 2024 - 2025)</i>
1. Coordination
Design team
Contractor
Client
2. Meetings and Site Inspections
Pre-construction meeting (1)
On-site inspections/meetings: site layout, hardscape and furnishings (6)
On-site inspections/meetings: soil preparation and planting (3)
On-site inspections/meetings: irrigation (2)
Punch List (1)
Final Inspection (1)
3. Submittal review and response
4. RFI review and response
5. Substitution requests
6. Warranty review walk (1)

PHASE DELIVERABLES:

30% (Schematic Design)

- Overall context plan (rendered + black/white)
- (1) Site plan at TBD scale (rendered + B/W)
- Site sections (if needed to provide of scale and spatial relationships)
- 3-D views (if needed to provide of scale and spatial relationships)
- Concept / materials / precedent image boards
- Basis of design narrative.

60% (Design Development)

- Overall site plan (rendered + black/white)
- (4-6) site plans at TBD scale (rendered + B/W)
- (4-6) site sections and details (provide of scale and spatial relationships)
- 3-D views (if needed to provide of scale and spatial relationships)
- Draft landscape and site specifications.
- Basis of design narrative.

90% (Construction Documents)

- Overall site plan (black/white)
- (10-12) site plans at TBD scale (rendered + B/W)
- (10-12) sections and details Concept / materials / precedent image boards
- Landscape and site specifications.
- Permit Set

EXCLUSIONS:

Swift Company recognizes the potential evolution of project program and scope. Swift Company is prepared to evaluate the defined site scope with respect to exclusions to provide additional services required to complete items listed below if applicable. This proposal excludes the following activities unless otherwise noted. If scope is added or modified and extends beyond the estimate fee range, then an ASR can be provided if scope is determined by the Owner / KMB Architects to be required:

- Special presentations, presentation models or promotional materials and special interest group or community presentations other than those specifically included herein or in Owner provided scoping documentation.
- Bond and funding efforts including but not limited to public engagement, open houses, or coordination meetings.
- Water Feature and related mechanical systems.
- Permitting: Building permit excluded. TBD at later phase.
- LEED or other external sustainability metric submittals.
- Irrigation pumps and rainwater harvesting systems.
- Surveying of existing site conditions or systems.
- Project delays and stop-starts beyond the schedule provided and assumed in the attached draft schedule.
- Travel time and expense for meetings not located in Seattle.

FEE PROPOSAL:

Swift Company fee schedule for hourly rates for 2022 is as follows:

- Principal \$235.00
- Professional Staff #1 \$170.00
- Professional Staff #2 \$150.00
- Professional Staff / Clerical #3 \$110.00

Reimbursable expenses will be invoiced with a multiple of 1.10.

The Scoping / Concept Phase shall determine the extent of work and the complexity of the design development. The fees for each phase provide estimated ranges with a proposed time and materials and not-to-exceed amount. Fee to be evaluated and confirmed at end of Scoping / Concept phase.

The fee for services shall be as follows:

- **TASK 1: Data Review + Collection Phase = \$ 11,500**
- **TASK 2: Schematic Design (30%) Phase = \$ 41,500**
- **TASK 3: 60% Design Phase = \$ 70,500**
- **TASK 3: 90% Design Phase = \$ 77,500**
- **TASK 3: Bidding + IFC Document Phase = \$ 8,500**
- **TASK 3: Construction Admin Phase = \$ 35,000**
- **FEE TOTAL = \$ 244,500**
- **Reimbursable Estimate = \$ 4,000**

- Reimbursable expenses are in addition to base fee. Reimbursable include but are not limited to deliveries, travel within the Puget Sound area, printing and duplication services, and other costs of practice. The reimbursable expenses assume that Swift shall deliver digital files and print copies for phase delivery to KMB Architects.
- KMB Architects shall distribute digital sets of drawings, reports, presentation materials, and specifications to consultant team.

SCOPE AND FEE APPROVAL

Signature

Date

Bill Valdez / KMB Architects

March 26, 2022

Bill Valdez
KMB ARCHITECTS
906 Columbia Street SW, Suite 400
Olympia, Washington 98501
+1 (360) 352-8883

CITY OF LACEY, WA
POLICE DEPARTMENT
LACEY, WASHINGTON

REQUEST FOR
BASIC SERVICES
R0

Dear Bill:

Thank you for inviting us to submit an offer for construction cost consulting services on this project.

We understand that the general scope of the project shall be the planning and for the development and construction of the new Police facility for the City of Lacey, WA. We understand the budget for construction is \$28MM.

SCOPE OF SERVICES

For this project we propose the following basic service work items:

WORK ITEM #1

1 Construction Cost Estimating

- 1.1 Prepare a single opinion of probable construction cost for no more than one potential option for the proposed recommendations at the following phases of design:
 - 1.1.1 30% Design/Schematic Design
- 1.2 Each opinion shall consist of no more than one section including the respective building and site work, for the option.
 - 1.2.1 No more than three alternative systems studies for each of the options.
 - 1.2.2 Cost opinions shall be presented in the Unifomat II format.
- 1.3 No in-person meetings and no site visits are included for this work item. It is assumed any meeting or conferencing shall take place via telephone and/or internet-based solutions. Two 1-hr virtual meetings are included for a total of two hours.

SUMMARY OF FEES

Task		Cost Estimating Schedule	
		Start	Finish
Programming/Facility Condition Assessment Phase	Excluded		
Schematic Design Phase	\$ 14,800	Jul-22	Aug-22
Design Development Phase	Excluded		
Construction Document Phase	Excluded		
Bidding Assistance	Excluded		
Construction Administration	Excluded		
Reimbursable expense allowance	\$ -	Jul-22	Aug-22
TOTAL - Fixed Fee Plus Expenses	\$ 14,800	Jul-22	Aug-22

QUALIFICATIONS

JMB Consulting Group maintains the following insurance coverage. Additional insurance requirements can be provided at additional cost.

General Liability and Hired/Non-Owned Auto:	\$1,000,000 per claim; \$2,000,000 aggregate
Professional Liability:	\$1,000,000 per claim; \$2,000,000 aggregate

The fees are valid for ninety days from the date of this proposal. Should our understanding of the scope or any of the above tasks be deleted from our scope of services, we reserve the right to adjust the above fees, to reflect possible resultant changes to the scope of the remaining service.

The fee assumes that drawings, specifications and reports required for the performance of our work will be provided both in hard copy and electronically (drawings shall be in a standardized scalable pdf format), at no cost to JMB Consulting Group LLC. This offer assumes our deliverables shall be provided electronically and that no printed copies are required.

Reimbursable expenses, including printing, reprographics charges, travel beyond a 100-mile round trip of this office and interstate-shipping charges will be charged at cost, no multiplier.

ADDITIONAL SERVICES

Except as noted above, all other services, including additional estimates, cash flow models, development or coordination of project costs, revisions to completed estimates, use of different estimating formats, additional meeting attendance, value engineering, life cycle costing, reconciliation with cost estimates prepared by other parties beyond that specifically included above, or bidding and construction phase services shall be additional services.

Unless otherwise agreed prior to the work being carried out, our fees for any additional services will be based on time expended at our normal billing rates prevailing at the time the work is carried out. Valid through calendar year 2022, these hourly rates are:

Principals	\$205.00
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Associates

\$165.00

We look forward to the opportunity of assisting you on this particular project. If you have any questions regarding these fees, or the scope of our services, please do not hesitate to contact us.

Sincerely,



Jon Bayles, Principal
JMB CONSULTING GROUP LLC

Confirmation of Agreement:

This letter correctly sets out the scope and fees for services to be provided by JMB Consulting Group LLC for this project.

File: FP CoLey PD 210 R0



April 6, 2022

March 6, 2021

KMB Architects
906 Columbia Street SW, Suite 400
Olympia, Washington 98501
Attention: Bill Valdez, Bryan Beley

Proposal
Geotechnical and Stormwater Investigation
Proposed City of Lacey Police Department Building
College Street SE
Lacey, Washington
Project No. 913-005-01

INTRODUCTION

Insight Geologic is pleased to provide this proposal to conduct an investigation of subsurface conditions at the location of the proposed new Lacey Police Department building located in Lacey Washington. The project site consists of eleven acres of land located north of the existing City Hall and current Lacey Police Department building.

The site is currently undeveloped and heavily wooded. We understand that the proposed building will include a 48,000 square foot two-story building with associated parking lots and access roads. Stormwater runoff for the development is to be infiltrated on-site.

We have worked on a number of projects in the area and have developed an understanding of the subsurface conditions including the possibility of shallow glacial till at the site.

SCOPE OF SERVICES

The purpose of our services will be to evaluate subsurface conditions as they pertain to stormwater infiltration and geotechnical parameters. The specific tasks to be conducted are as follows:

Geotechnical Investigation

1. Provide for the location of subsurface utilities on the site. We propose to do this by notifying the "One Call" system and by utilizing a private utility location service, as appropriate.
2. Conduct a site reconnaissance to evaluate and mark proposed test pit and drilling locations at the site, and for track-mounted drilling rig access.
3. Provide for limited clearing that may be required to access the proposed drilling locations with the drilling rig.

April 6, 2022

4. Excavate a series of exploratory test pits in the areas of parking lots and access roads using a small, track-mounted excavator. The test pits will be excavated to a depth of approximately 8 feet below ground surface and backfilled at the end of the day. We propose conducting approximately eight (8) test pits on-site.
5. Drill three (3) borings in the location of the proposed two-story police facility to depths of 30 feet.
6. Collect representative soil samples from the test pits and borings for laboratory analysis.
7. Log the soils exposed in the test pits and borings in general accordance with ASTM D2487-06.
8. Provide for laboratory testing of the soils. We anticipate that gradation analyses will be needed to evaluate bearing capacity and assist with soil classification.
9. Prepare a report summarizing our field activities including our recommendations for site preparation and grading, bearing capacity, seismic class, temporary and final cut slopes, earth pressures, suitability of the on-site soils for use as fill and initial infiltration rates.

Stormwater Investigation

10. We will attempt to locate nearby groundwater information the Department of Ecology and other readily accessible databases to evaluate depth to groundwater for the development of storm water infiltration rates. We anticipate that groundwater or glacial till is within 15 feet of the ground surface.
11. Drill two (2) borings in the locations of the proposed stormwater infiltration gallery to depths of 20 feet. The borings will be drilled using a track-mounted drilling rig.
12. Install two (2), 2-inch diameter monitoring wells constructed of PVC casing. The wells will be finished inside locking steel covers installed flush with the surrounding grade.
13. Maintain logs of the soil encountered in the boreholes. Soils will be described in general accordance with the Unified Soil Classification System and presented on the field logs.
14. Conduct grain-size analyses on selected soil samples from the borings to determine design storm water infiltration rates for the project.
15. Provide preliminary infiltration rates for the soils using the "Detailed Method" as described in the Manual.
16. Provide for the analysis of cation exchange capacity of the soils to evaluate the treatment capability for stormwater disposal. We anticipate two samples in each of the gallery locations.
17. Prepare a report for review by the City of Lacey summarizing our design infiltration rate and estimated high groundwater elevations.

Please note that if shallow till is encountered, or if shallow groundwater is encountered, the City of Lacey may require the monitoring of winter water levels over the course of the wet season. Winter water level monitoring is not included in our budget below but can be provided under separate cover if requested.

April 6, 2022

SCHEDULE AND BUDGET

We are prepared to begin work on your project immediately upon receiving your written notification to proceed. The final schedule will be determined by the subcontracted drillers availability. We anticipate that two days will be required for the geotechnical and stormwater field activities.

We propose to conduct our services on a time-and-materials basis in accordance with our Standard Schedule of Charges under the terms presented in our General Conditions, which are attached and are a part of this proposal. Please review the terms of this agreement carefully and contact us with any questions you may have or if you desire to modify the terms of our agreement. Note specifically that our professional liability is limited to \$50,000 for this project, unless otherwise negotiated.

We anticipate that our fee to complete our services as outlined above will be approximately \$19,700. Of this fee, approximately \$11,000 is budgeted for the subcontracted driller and clearing activities and we assume that the client will pay these invoices directly to avoid our handling fee.



April 6, 2022

We appreciate the opportunity to be of service to you on this project. If you have any questions regarding our proposed scope of work or other aspects of this proposal, please call. Our authorization to proceed may be indicated by returning one copy of our proposal signed in the space provided.

Respectfully Submitted,
INSIGHT GEOLOGIC, INC.



William E. Halbert L.H.G., L.E.G.
Principal

Attachments

The scope of services and terms described herein are accepted and Insight Geologic, Inc. is authorized to proceed.

_____	by	_____
Organization		*Signature
_____		_____
Date		Name Printed
()		_____
Phone		Email

*Individual with contracting authority and responsible for payment of Insight Geologic, Inc's services

INSIGHT GEOLOGIC, INC.
2022
SCHEDULE OF CHARGES

COMPENSATION

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

Personnel Category

Principal	\$175/hour
Project Manager	\$150/hour
Staff Engineer/Scientist	\$125/hour
Technician	\$ 87/hour
CAD Technician	\$ 85/hour
Word Processor	\$ 55/hour
Project Assistant 1	\$ 65/hour

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Expert Witness fees for Principals will be billed at two times the above rates. Staff time spent in depositions, trial preparation and court or hearing testimony will be billed at one and one-half times the above rates. Time spent after normal working hours, on weekends, or on holidays, at the specific request of Client, will be charged at the above rates plus 25 percent. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule; when traveling by public carrier, a maximum charge of eight hours per day will be made.

Equipment

Generator, per day (1 day min.)	\$ 70.00
Miscellaneous geotechnical field equipment, including water measurement and sampling equipment, hand augers, and sand cone compaction testing equipment, per equipment item, per day	\$ 50.00
Single-channel data logger, per logger, per day (1 day min.)	\$100.00
Vehicle usage, per mile, or \$50/day, whichever is greater	\$ 1.25
Gas detection and oxygen meters, per meter, per day (1 day min.)	\$ 75.00
Field water quality testing equipment, per day (1 day min.)	\$ 75.00
Ground water development and sampling pumps, per day (1 day min.)	\$ 50.00
Vapor extraction field test equipment, per day	\$300.00
Air sparging field test equipment, per day	\$300.00
Excavator/operator, per day	\$650.00
Specialized equipment will be quoted on a per-job basis	

In-House Disposable Field Supplies

Routinely used field supplies stocked in-house by Insight Geologic, Inc. at current rates, list available upon request.

Geotechnical Laboratory Tests

Testing for geotechnical soil characteristics at current rates, list available upon request.

Per Diem

Per diem (may be charged in lieu of subsistence and lodging)	\$ 160.00
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All rates are subject to change upon notification.

OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

INSIGHT GEOLOGIC, INC.
2022
LABORATORY SCHEDULE OF CHARGES

<u>TYPE OF TEST</u>	<u>UNIT PRICE*</u>
Soil Index and Classification Tests	
Soil Description (ASTM D2488-90)	\$ 20
Moisture Content	
Oven (ASTM D2216-90)	\$ 35
Moisture/Density	
Rings	\$ 30
Shelby Tubes, waxed chunk	\$ 50
Tubes (liners), chunk	\$ 45
Particle Size Analysis	
Percent Passing No. 200 (D1140-54)	\$ 85
Sieve (ASTM D422-63, C136-95a includes minus 200 Wash, Dry Sieve)	\$ 115
Hydrometer Only (ASTM D422-63, minus #10 fraction)	\$ 160
Combined Sieve and Hydrometer (ASTM D422-63)	\$ 290
Organic Content (ASTM D2974)	\$ 95
Specific Gravity (ASTM D854-83)	\$ 85
Shrinkage Factor (ASTM D4943-95)	\$ 90
Soil Resistivity	\$ 50
pH of Soil (ASTM 4972-95a)	\$ 50
Soluble Sulfates (US EPA 375.4)	\$ 50
Sulfides	\$ 45
Eades pH Test (to determine the percentage of lime to add to soil for lime/soil cement)	\$125
Atterberg Limits (ASTM D4318-84)	\$160
Nonplastic	\$ 80
Compaction (ASTM D1557-91/D698-90, AASHTO T-180, Methods A, B and C)	
1 point	\$150
3 point	\$320
Aggregate and Rock Tests	
Sand Equivalent (AASHTO T 176-86)	\$ 95

*Please contact us regarding test procedures which are not listed or for tests on contaminated soils. Negotiated unit rates or hourly rates will be charged for these procedures.

GENERAL CONDITIONS

DEFINITIONS

The words and phrases listed below have the following meanings when used in this Agreement:

“Agreement” means the complete agreement between Client and Insight Geologic, Inc., and consists of all of the following: 1) The Proposal, including the Scope of Services contained within it; 2) These General Conditions and its attached Schedule of Charges, as applicable; 3) Any documents expressly incorporated by reference into the Proposal or General Conditions; 4) Any modifications to this Agreement, if mutually agreed to by the parties in writing.

“Client” means the individual(s) or entity that has entered into this Agreement with Insight Geologic, Inc.

“Insight Geologic” means Insight Geologic, Inc., a Washington corporation, and any of its employees, officers and directors. Insight Geologic, Inc. is sometimes referred to as “us,” “we” or “our” throughout this Agreement.

“Scope of Services” means the sum total of all of our activities and all of the Instruments of Service undertaken or provided pursuant to this Agreement.

“Excluded Services” means those services that we are not providing under this Agreement, which includes any services recommended to Client and which Client chooses not to include in our Scope of Services.

INTEGRATED WRITTEN AGREEMENT

This Agreement represents the entire and integrated agreement between Client and Insight Geologic and supersedes all prior communications, negotiations, representations or agreements, either written or oral between the parties. No agreement or understanding varying or extending this Agreement shall bind either party, other than by a subsequent written agreement, signed by Client and Insight Geologic.

STANDARD OF CARE AND WARRANTY DISCLAIMER

Insight Geologic will endeavor to perform its professional services with that degree of care and skill ordinarily exercised under similar conditions by professional consultants practicing in the same discipline at the same time and location. No warranty or guarantee, either express or implied, is made or intended by this Agreement or by any report, opinion, or other Instrument of Service provided pursuant to this Agreement.

CLIENT FURNISHED INFORMATION AND OBLIGATIONS

Client will provide Insight Geologic with the following: a description of the property; the locations of any underground utilities, facilities or structures on or adjacent to the property which could impact our work; and the nature and location of any known or suspected hazardous materials that may exist on the property. Client will defend, indemnify and hold Insight Geologic and our agents and subcontractors harmless from any damage to underground utilities, facilities or structures known by Client to exist and not specifically or correctly identified to us. Insight Geologic is neither responsible nor liable for the creation, existence, or presence of any hazardous materials, including asbestos, present at the work site prior to or during the performance of this Agreement, except any hazardous materials generated solely by us, our agents or subcontractors.

PERMITS AND RIGHTS OF ENTRY

If included in the Scope of Services, Insight Geologic will assist Client in obtaining necessary permits and licenses. Client will provide for right of entry and any authorizations needed for us to enter upon property to perform our services under this Agreement.

SURFACE AND SUBSURFACE DISTURBANCE

Insight Geologic will take reasonable precautions to minimize surface and subsurface disturbance. However, in the normal course of exploratory work some surface disturbance may occur, the restoration of which is not part of this Agreement unless specifically included in our Scope of Services.

DISCOVERY OF HAZARDOUS SUBSTANCES

“Unanticipated hazardous substances” are any hazardous substances that may exist at the project site, but which this Agreement does not identify as present and whose existence is not reasonably anticipated.

The discovery of unanticipated hazardous substances will constitute a changed condition that will require renegotiation of the Scope of Services or termination of this Agreement.

The discovery or suspected discovery of unanticipated hazardous substances may necessitate that we take immediate measures to protect the public health. If we discover unanticipated hazardous substances, we will notify Client as soon as practicable, and will take any and all measures that, in our professional opinion, are justified to preserve and to protect the public health and safety of our personnel. Client will pay the cost of any such additional protective measures.

Client is responsible for reporting releases of hazardous substances to appropriate government agencies as required by law.

Client waives any claim against Insight Geologic and will indemnify and hold us harmless from any claim, injury or loss arising from the discovery of unanticipated hazardous substances.

UNANTICIPATED AND CHANGED CONDITIONS

Actual subsurface conditions at other locations may vary from those encountered at the specific locations where Insight Geologic conducts its surveys or explorations. We can only base our site data, interpretations and recommendations on information reasonably available to us. Practical and reasonable limitations on available data will result in some level of uncertainty, and therefore risk, with respect to the interpretation of environmental, geological and geotechnical conditions even when we have followed the standard of care.

The discovery of unanticipated or changed conditions may require renegotiation of the Scope of Services or termination of services. Insight Geologic reserves the right to solely determine the continued adequacy of this Agreement in light of any discovery of conditions that were not reasonably anticipated or known at the time of this Agreement. If we determine that renegotiation is necessary, Insight Geologic and Client will in good faith enter into renegotiation of this Agreement to permit us to continue to meet Client's needs.

If Client and Insight Geologic cannot agree on new terms, we reserve the right to terminate this Agreement and receive payment from Client for all services performed and expenses incurred up to and including the date of termination.

SITE SAFETY

Insight Geologic will maintain a safety program for our employees. Insight Geologic specifically disclaims any authority or responsibility for general job site safety and for the safety of persons who are not employed by us. Insight Geologic is not responsible for the job safety or site safety of the general project and is not responsible for compliance with safety programs and related OSHA and state regulations that apply to site contractors or their employees, subcontractors, and agents. Client is independently responsible for requiring that its construction or remediation contractors take responsibility for general job site safety.

CONSTRUCTION AND REMEDIATION OBSERVATION

The conclusions and recommendations for construction or remediation in our reports are based on limited sampling and the interpretations of variable subsurface conditions. Therefore, our conclusions and recommendations shall be deemed preliminary unless or until we are requested by Client to validate our assumptions and finalize our conclusions and recommendations by pre-construction design documents review and site presence during construction or remediation and have completed such work. If our Scope of Services does not include pre-construction plan review and construction/remediation observation, then any reliance by Client or any other party on our preliminary assumptions, conclusions or recommendations is at the risk of that party and without liability to Insight Geologic.

Our job site activities do not change any agreement between Client and any other party. Only Client has the right to reject or stop work of its contractors or agents. Our presence on site does not in any way

guarantee the completion, quality or performance of the work by any other party retained by Client to provide field or construction/remediation services. We are not responsible for, and do not have control or charge of, the specific means, methods, techniques, sequences or procedures of construction or remediation selected by any contractor or agent of Client.

SAMPLE RETENTION AND DISPOSAL

We will discard nonhazardous samples 60 days after they are obtained, unless Client makes prior arrangements to store or deliver the samples. Samples containing hazardous materials regulated under federal, state or local environmental laws are the property and responsibility of Client. Client will arrange for lawful disposal, treatment and transportation of contaminated samples at Client's expense, unless Client makes other written agreements regarding their disposal.

INSTRUMENTS OF SERVICE

Reports, field data, laboratory data, analyses, calculations, estimates, designs and other documents prepared by Insight Geologic are Instruments of Service and remain our property. We will retain pertinent records relating to the services performed for 10 years following submission of any report produced under this Agreement, and will make extra copies of the Instruments of Service available to Client on request for a reasonable fee.

Neither Client nor any other party may use the Instruments of Service for additions or alterations to this project, or for other projects, or otherwise outside the scope of this Agreement, without our prior written permission. Client will defend, indemnify and hold Insight Geologic harmless from any claims, damages and expenses arising out of any such reuse unless expressly authorized by Insight Geologic in writing prior to such reuse.

Documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by us. Files in electronic media format of text, data, and graphics or of other types that are furnished by Insight Geologic to Client are only for the convenience of Insight Geologic and Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

Data stored in electronic media format can deteriorate or be modified inadvertently or otherwise. Insight Geologic shall not be responsible to maintain documents stored in electronic media. When transferring documents in electronic media format, we make no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by us.

We shall not be responsible for any alterations, modifications or additions made in the electronic data by the Client or any reuse of the electronic data by the Client or any other party for this project or any other project without our consent. Client shall defend, indemnify and hold us harmless against any claims, damages or losses arising out of the reuse of the electronic data without our written consent and arising out of alterations, modifications, or additions to the electronic data made by anyone other than Insight Geologic.

All documents, including the electronic files that are transferred by us to Client are Instruments of Service of Insight Geologic and created for this project only, and no representation or warranty is made, either express or implied, concerning the files and data.

BILLING AND PAYMENT

We will bill for our services monthly. Payment is due on receipt of the invoice unless otherwise agreed to in writing. A service charge of 1-1/2% per month applies to any unpaid amounts that are more than 30 calendar days past due. In addition to any past due amount, Client will pay all of our reasonable expenses necessary for collection of any past due amounts including, but not limited to, attorneys' fees and expenses, filing fees, lien costs and our staff time.

Without incurring any liability to Client, we may either suspend or terminate this Agreement if Client fails to

to pay any undisputed invoice amounts within 60 calendar days of the invoice date, or if Client states its intention not to pay forthcoming invoices. Such suspension or termination will not waive any other claim against Client. Following such suspension or termination, we may resume work by mutual agreement after payment by Client of all outstanding invoiced amounts and collection expenses.

ADJUSTMENT FOR INCREASED COSTS

Insight Geologic reserves the right to invoice Client for additional charges incurred in the event of an unanticipated increase in project-related taxes, fees or similar levies; or if Insight Geologic must modify project-related services, facilities or equipment to comply with new laws or regulations or changes to existing laws or regulations that become effective after execution of this Agreement.

Insight Geologic revises its Schedule of Charges annually. Therefore, we reserve the right to modify our Schedule of Charges applicable to our services if performance of this Agreement extends beyond 12 months, or if changes in the project schedule result in our services extending into the next calendar year. We will notify Client in advance of any increases.

SCOPE OF SERVICES AND EXCLUDED SERVICES

Our engagement under this Agreement includes only those services specified in the Scope of Services. Client agrees it will not hold us liable for not performing additional services that Client has instructed us not to perform, and Client expressly waives any claim against Insight Geologic resulting from our failure to perform recommended additional services that Client has not authorized us to perform.

TERMINATION OF SERVICES

Termination for Cause

Either party may terminate this Agreement upon at least seven (7) days written notice, in the event of substantial failure by the other party to perform in accordance with this Agreement through no fault of the terminating party. Such termination is not effective if the failure is cured before expiration of the period specified in the written notice. Upon termination for cause by either party, all invoices for services performed up to the date of termination are immediately due and payable.

Termination for Convenience

Either party may terminate this Agreement for convenience upon 14 days written notice to the other. In the event that Client requests early termination of our services for convenience, we reserve the right to complete such analyses and records as are necessary to place our files in order and to complete a report on the services performed to date. Charges for these termination activities are in addition to all charges incurred up to the date of termination.

INDEMNIFICATION

Insight Geologic will indemnify and hold the Client harmless from and against any claims, liabilities, damages and costs (including reasonable attorney fees and costs of defense) arising out of death or bodily injury to persons or damage to property to the extent caused by or resulting from the sole negligence of Insight Geologic, its agents or its employees. For any such claims, liabilities, damages or costs caused by or resulting from the concurrent negligence of Insight Geologic and the Client, any duty to indemnify shall extend only to the extent of Insight Geologic's negligence.

The Client will indemnify and hold Insight Geologic harmless from and against any claims, liabilities, damages and costs (including reasonable attorney fees and costs of defense) arising out of death or bodily injury to persons or damage to property to the extent caused by or resulting from the sole negligence of the Client, its agents or its employees. For any such claims, liabilities, damages or costs caused by or resulting from the concurrent negligence of Insight Geologic and the Client, any duty to indemnify shall extend only to the extent of the Client's negligence.

For claims of economic loss or for claims unrelated to bodily injury to persons or damage to property, which arise out of the negligent acts, errors or omissions of the Client, Client's agents or employees, Client's contractors, or any other consultant retained by the Client, the Client will indemnify and hold

Insight Geologic harmless from and against any such claims, liabilities, damages and costs (including reasonable attorney fees and costs of defense).

LIMITATION OF REMEDIES

Insight Geologic's aggregate liability responsibility to Client, including that of our officers, directors, employees and agents, is limited to \$20,000 or the amount of Insight Geologic's fee under this Agreement, whichever is greater. This limitation of remedy applies to all lawsuits, claims or actions, based on allegations of professional errors or omissions, whether identified as arising in tort, contract or other legal theory, when the alleged errors or omissions arise out of or related to our services under this Agreement and any continuation or extension of our services.

Insight Geologic may agree, at Client's request, to increase the limitation of remedy amount for professional liability claims to a greater sum in exchange for a negotiated increase in our fee. Any additional charge for a higher limit is consideration for the greater risk assumed by us and is not a charge for additional professional liability insurance. Any agreement to increase the limitation of remedy amount must be made in writing and signed by both parties in advance of the provision of services under this Agreement.

In the event of bodily injury or property damage claims not related to professional errors or omissions, Insight Geologic shall not be responsible for any loss, damage or liability beyond the amounts, limits or conditions of the applicable insurance coverage on the date the claim is made.

By entering into this Agreement, Client acknowledges that this Limitation of Remedies Clause has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.

INSURANCE

Insight Geologic maintains Workers' Compensation and Employer's Liability Insurance as required by state law. We also maintain comprehensive general, auto, professional and environmental impairment liability insurance, and we will provide copies of certificates evidencing these policies which are available for review on request.

MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

In no event will either party be liable to the other for any special, indirect, incidental or consequential damages of any nature arising out of or related to the performance of this Agreement, whether founded in negligence, strict liability, warranty or breach of contract.

DISPUTES

The parties to this Agreement must refer any dispute, controversy or claim arising out of or relating to this Agreement or its breach to mediation before pursuing any other dispute remedy.

Any dispute, claim or controversy not resolved in mediation will be decided in binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association at its offices closest to the project site, unless the parties mutually agree to some other dispute resolution forum.

This Agreement is governed by and subject to interpretation pursuant to the laws of the State of Washington. The prevailing party in any arbitration or litigation will be entitled to recover reasonable attorneys' fees, legal costs, arbitration fees and other claim-related expenses, including reasonable fees for the time of its personnel.

CLAIMS ASSISTANCE FOR CLIENT

If a construction contractor or other party files a claim against Client, relating to services performed by Insight Geologic and Client requires additional information or assistance to evaluate or defend against such claims, we will make our personnel available for consultation with Client's staff and for testimony, if necessary. We will make such essential personnel available upon reasonable notice from Client and Client will reimburse Insight Geologic for such consultation or testimony, including travel costs, at the rates

rates that apply for other services under this Agreement. We will provide services in connection with any such claims pursuant to a written supplement, if necessary, extending this Agreement.

TIME BAR TO LEGAL ACTION

The parties agree that all legal actions by either party against the other concerning our services pursuant to this Agreement or for failure to perform in accordance with the applicable standard of care, however denominated, will become barred two (2) years from the completion of Insight Geologic's services.

NO THIRD PARTY RIGHTS

Nothing in this Agreement or as a consequence of any of the services provided gives any rights or benefits to anyone other than Client and Insight Geologic. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of Client and Insight Geologic and not for the benefit of any other party. Client agrees that it will not provide any data, reports or other information to any third party without the prior written consent of Insight Geologic, and in the absence of such consent, Insight Geologic will have no liability to Client or to any third party for claims resulting from such disclosure.

ASSIGNMENT OF CONTRACT OR CLAIMS

Neither the Client nor Insight Geologic may delegate, assign, sublet, or transfer the duties, interests or responsibilities set forth in this Agreement, or any cause of action or claim relating to the services provided under this Agreement, to other entities without the written consent of the other party.

SURVIVAL

These terms and conditions survive the completion of the services under this Agreement and the termination of this Agreement, whether for cause or for convenience.

SEVERABILITY

If any provision of this Agreement is ever held to be unenforceable, all remaining provisions will continue in full force and effect. Client and Insight Geologic agree that they will attempt in good faith to replace any unenforceable provision with one that is valid and enforceable, and which conforms as closely as possible with the original intent of any unenforceable provision.

UTILITIES COMMITTEE MINUTES

APRIL 4, 2022

12:00 P.M. – 12:30 P.M.

REMOTE ONLY

To hear the full discussion of a specific topic, or the complete meeting, you may watch the video-stream available on the City of Lacey's YouTube Channel: https://youtu.be/VHM_JSu76Wc

COUNCIL PRESENT: COUNCILMEMBERS KUNKEL (CHAIR), STEADMAN, AND COX (CALL-IN)

STAFF PRESENT: SHANNON KELLEY-FONG, SCOTT EGGER, SCOTT DEVLIN, ED ANDREWS, LANCE SPONBERG, ELISSA FONTAINE

ACTION: APPROVE UTILITIES COMMITTEE AGENDA

MOTION: MOTION MADE, SECONDED AND CARRIED BY COUNCILMEMBERS STEADMAN AND COX

SCADA SYSTEM PRESENTATION – PUBLIC WORKS WATER DEPARTMENT

STAFF: SCOTT EGGER, PUBLIC WORKS DIRECTOR
SCOTT DEVLIN, PUBLIC WORKS OPERATIONS MANAGER
ED ANDREWS, WATER MAINTENANCE SUPERVISOR
LANCE SPONBERG, SENIOR WATER PRODUCTION TECHNICIAN

ACTION: INFORMATION ONLY

Staff provided a presentation on the City's Water and Wastewater Supervisory Control and Data Acquisition (SCADA) System.

The SCADA System is a complex control system that is designed to collect, analyze, and visualize data from the City's water and wastewater equipment. Staff reviewed the system's communication hardware, control and acquisition screens and the various interfaces for water and waste systems. The system connects to nearly 100 City of Lacey facilities.

Staff advised all facilities will eventually be switched over to a cellular system due to outdated radio systems.

The presentation reviewed the SCADA Telemetry System. This system allows engineering, supervisors and senior technician's viewable access. The SCADA System is monitored twenty-four hours a day, seven days a week, and sends out texts or voice calls to alert staff of any alarms.

Staff also outlined the master Programmable Logic Controller (PLC), radio repeaters and cellular communication equipment.