



CITY COUNCIL

ANDY RYDER

Mayor

MALCOLM MILLER

Deputy Mayor

LENNY GREENSTEIN

MICHAEL STEADMAN

CAROLYN COX

ED KUNKEL

ROBIN VAZQUEZ

LACEY CITY COUNCIL AGENDA

FEBRUARY 16, 2023

6:00 P.M.

REMOTE AND IN PERSON

INTERIM CITY MANAGER

RICK WALK

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:

[Live Meetings](#), [YouTube](#), [Facebook](#), Thurston Community Media, Channel 3 with your local cable provider, or Zoom https://us02web.zoom.us/webinar/register/WN_Iz6XjijZSKas_7WGcpb-BA

The public may listen to the meeting via telephone by dialing toll-free: **(888) 788-0099** or **(877) 853-5247** - when prompted enter Webinar ID **893 1675 3111**

CALL TO ORDER:

1. PLEDGE OF ALLEGIANCE

2. APPROVAL OF AGENDA & CONSENT AGENDA ITEMS:

- A. [Council Worksession minutes of January 26, 2023](#)
- B. [Council minutes of February 2, 2023](#)
- C. [A motion to approve payment of claims, wages, and transfers for January 2, 2023, through February 3, 2023.](#)

**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. Lacey Youth Council Report (*Youth Council Representatives*)

4. PUBLIC COMMENT:

VERBAL PUBLIC COMMENT

Those wishing to provide verbal public comment may do so in-person or by Zoom:

In-Person: Use the sign-up sheet located in the Council Chambers.

By Zoom: Preregister using the following Zoom link no later than **4:00 p.m. on February 16, 2023:**

https://us02web.zoom.us/webinar/register/WN_Iz6XjijZSKas_7WGcpb-BA

Instructions and access details will be provided once registration is complete.

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 February 16, 2023.**

5. PUBLIC HEARING:
6. PROCLAMATIONS:
 - A. [Black History Month](#) (Melvin Butler, Fred U. Harris Lodge)
 - B. [World War II Veteran Harvey Drahos](#) (Harvey Drahos, WWII Veteran)
7. REFERRAL FROM PLANNING COMMISSION:
8. REFERRAL FROM HEARINGS EXAMINER:
9. RESOLUTIONS:
 - A. [Resolution No. 1125 – Sole Source Approval](#) (Scott Devlin, Operations Manager)
10. ORDINANCES:
11. MAYOR'S REPORT:
12. CITY MANAGER'S REPORT:
 - A. [ILA – Regional Housing Council](#) (Ryan Andrews, Planning Manager)
 - B. [Corporate Sponsorship and Naming Rights Policy](#) (Jennifer Burbidge, Parks, Culture & Recreation Director; Shannon Kelley-Fong, Assistant City Manager)
13. STANDING GENERAL COMMITTEES:
 - A. [Finance & Economic Development Committee](#) (01.24.2023)
 - B. [General Government & Public Safety Committee](#) (01.24.2023)
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)
4. Thurston County Board of Health

16. EXECUTIVE SESSION:

- A. Real Estate Acquisition (RCW 42.30.110(1)(b))

17. ADJOURN

MINUTES OF THE LACEY CITY COUNCIL WORKSESSION

THURSDAY, JANUARY 26, 2023

6:00 P.M. – 7:37 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/luAAdoz0VIO>

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

STAFF PRESENT: R. WALK, S. EGGER, S. KELLEY-FONG, D. SCHNEIDER, T. WOO, R. ANDREWS, P. BROOKS, M. HOCH, T. O'NEAL, P. EDMONDS

Mayor Ryder amended the agenda to add an update on *Well Source 06 Property Acquisition*.

ACTION: APPROVE AMENDED WORKSESSION AGENDA

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

ILA – REGIONAL HOUSING COUNCIL

STAFF: RICK WALK, INTERIM CITY MANAGER
RYAN ANDREWS, PLANNING MANAGER

ACTION: INFORMATION ONLY

Rick Walk, Interim City Manager, presented a proposed second amendment to the Interlocal Agreement (ILA) for the Regional Housing Council.

On January 28, 2021, the original ILA was executed establishing the Regional Housing Council (RHC) with the primary purpose of leveraging resources and partnerships through policies and projects related to safe and affordable housing. The original ILA also dissolved the Health and Human Services Council and the Community Investment Partnership. The first amendment to the agreement was executed April 30, 2021, clarifying how jurisdictions will manage and make decisions concerning SHB 1406 funds.

The primary purpose of the second amendment is to recognize the consolidation of the Thurston County and Olympia Home Funds and to establish administrative procedures

to guide the Regional Housing Council (RHC) on the recommendations for use of the combined funds. The agreement also the Affordable Housing Advisory Board and the Homeless Services Advisory Board. The boards will be comprised of subject matter experts to make recommendations to the RHC on funding.

The proposed amended agreement also revises language in the ILA regarding the use of SHB 1406 funds. The RHC would make decisions regarding the distribution of funds for projects subject to the approval of the elective body of each RHC partner.

The ILA will be brought to a future Council meeting for action.

COMPOST PROCUREMENT (HB 1799 RESPONSE)

STAFF: MARCUS HOCH, PUBLIC WORKS MANAGEMENT ANALYST

ACTION: INFORMATION ONLY

Marcus Hoch, Public Works Management Analyst, presented a draft ordinance relating to Compost Procurement Policy for Public Capital Projects.

In 2022, Washington's Legislature passed House Bill 1799 (HB 1799) requiring diversion of organic materials away from landfill disposal and towards food rescue programs and organics management facilities. These actions are intended to help Washington achieve its 2030 goal to cut landfill-disposed organic material by 75%, compared to 2015 which in turn will reduce methane emissions associated with organic materials.

Washington's new organics management law requires state and local governments, businesses, and other organizations to reduce the number of organic materials disposed of in landfills and increase the demand for processed organic materials, like compost. The legislation also calls for an increase in edible food recovery and amends many laws affecting organics management.

Staff advised adopting a compost procurement ordinance is in alignment with state law. A compost procurement ordinance could be amended as necessary, or repealed and replaced, as needed at a later date.

UTILITY CAPITAL IMPROVEMENT PROJECTS

STAFF: PETER BROOKS, WATER RESOURCES MANAGER
TERI O'NEAL, SENIOR UTILITY ENGINEER
ACTION: INFORMATION ONLY

Teri O'Neal, Senior Utility Engineer, presented on the following 2022 and 2023 Utility Capital Improvement Projects:

- Stormwater Design Manual
- Water Comprehensive Plan
- Wastewater Comprehensive Plan Update
- Reclaimed Water Comprehensive Plan
- Arc Flash Specifications
- Well Review & Analysis
- Well Program (Phase II)
- 2023 Overlay Utility Improvements
- 2023 Design Annual MH Rehab
- 2022/2023 Annual Water Valves
- 2022/2023 Annual Wastewater Valves
- Lift Station Awnings

Staff updated Council on previous projects in the following areas in the City:

- East of Carpenter Road – North of I-5
- East of Carpenter Road – South of I-5
- West of Carpenter Road – North of Lacey Blvd/Pacific Ave
- West of Carpenter Road – Between Lacey Blvd/Pacific Ave and Mullen/37th Ave SE
- West of Carpenter Road – South of Mullen/37th Ave SE

Peter Brooks, Water Resources Manager, noted that project delays have occurred due to supply disruptions and difficulty in hiring staff.

WELL SOURCE 06 PROPERTY ACQUISITION

STAFF: DAVE SCHNEIDER, CITY ATTORNEY
ACTION: INFORMATION ONLY

Dave Schneider, City Attorney, provided information on Well Source 06. A new well is needed since this well is not producing sufficiently to perfect the water rights that the City has. Staff explored their options available and determined that the City will need to acquire property.

Two acquisitions will need to be completed. One will be for a temporary construction easement which would give the City authority to access the property and perform exploratory drilling to determine if the property is viable for a well. Assuming the City could acquire that easement and do the work, then determine that the property is viable. Then, the City would need to acquire the property to put the well on the property.

There is one parcel suitable for the exploratory drilling in the City. The City has had discussion with the property owner, through their attorney, which has been very amicable, but have not reached an agreement.

The property owner's daughter, Joey Gray, spoke on behalf of her mother. She briefly commented on the property, process, and discussions with the City Attorney.

Staff advised the City Council that a proposed ordinance may be brought forward at a future meeting to request Council to authorize an action on eminent domain.



**MINUTES OF A REGULAR MEETING OF THE
LACEY CITY COUNCIL
THURSDAY, FEBRUARY 2, 2023,
IN PERSON AND REMOTE ATTENDANCE**

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=2_3Ts7xy3OU

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 Lenny Greenstein
Councilmember Michael Steadman
Councilmember Carolyn Cox
Councilmember Ed Kunkel
Councilmember Robin Vazquez

Staff Present:

Rick Walk, Interim City Manager
Shannon Kelley-Fong, Assistant City Manager
Robert Almada, Chief of Police
Scott Egger, Public Works Director
Dave Schneider, City Attorney
Marcus Hoch, Public Works Management Analyst
Peri Edmonds, City Clerk

2. APPROVAL OF AGENDA AND CONSENT AGENDA

Consent Agenda Items:

- A. Council Worksession minutes of January 12, 2023.
- B. Council meeting minutes of January 19, 2023.
- C. A motion to approve payment of claims, wages and transfers for January 7, 2023, through January 23, 2023.

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

3. PUBLIC RECOGNITIONS AND PRESENTATIONS

4. PUBLIC COMMENT

Verbal Public Comments: The deadline to pre-register to speak via Zoom was 4:00 p.m. the day of the meeting.

7 people signed up to speak at the meeting:

Elisie Sable, member of the Thurston Youth Climate Coalition, commented on the lack of local action taken regarding climate change.

Lynn Fitz-Hugh commented on climate change and her support of the Thurston Youth Climate Coalition.

Mary Weber spoke about her daughter's experience with the 2022 student strike to end racism.

Amber Markland spoke about her daughter's experience with the 2022 student strike to end racism.

Katrina Hernandez, a student in the North Thurston Public School District, spoke about the 2022 student strike to end racism.

Pamela Hernandez, parent of Katrina Hernandez, spoke about her daughter's experience at the 2022 student strike.

Stephanie Scott commented on the 2022 student strike and the incident that occurred with Katrina Hernandez.

4 people signed up to speak via Zoom:

Hector Dve commented on the 2022 student strike and encouraged Council to take action.

Bunchy Carter commented on the 2022 student strike at North Thurston Public Schools.

Licentia Immortalis commented on the 2022 student strike and the children's safety.

Addo Aequitas commented on the 2022 student strike and encouraged Council to take action to support their concerns.

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.

3 written public comments were received.

5. PUBLIC HEARING

6. PROCLAMATIONS

- A. **Future Business Leaders of America (FBLA):** Mayor Ryder and Council proclaimed February 5-11, 2023, as Future Business Leaders of America Week. Kate Reece, FBLA Advisor, Satapat Tatarian, Chapter President, and Spencer Hall, Chapter Vice President, accepted the proclamation.

7. REFERRAL FROM PLANNING COMMISSION

8. REFERRAL FROM HEARINGS EXAMINER

9. RESOLUTIONS

10. ORDINANCES

- A. **Ordinance No. 1635 – Compost Procurement:** Marcus Hoch, Public Works Management Analyst, presented Ordinance No. 1635 to establish a compost procurement policy in the City and adding Chapter 14.39 to the Lacey Municipal Code.

COUNCILMEMBER VAZQUEZ MOVED TO APPROVE ORDINANCE NO. 1635 TO ESTABLISH A COMPOST PROCUREMENT POLICY IN THE CITY AND ADDING CHAPTER 14.39 TO THE LACEY MUNICIPAL CODE. COUNCILMEMBER STEADMAN SECONDED. MAYOR RYDER, DEPUTY MAYOR MILLER, AND COUNCILMEMBERS STEADMAN, COX, AND VAZQUEZ VOTED IN FAVOR. COUNCILMEMBERS GREENSTEIN AND KUNKEL VOTED AGAINST. MOTION CARRIED.

11. MAYOR'S REPORT

12. CITY MANAGER'S REPORT

- A. **Federal Legislative Update:** Joel Rubin, CFM Advocates, presented Council with the following federal legislative updates and the 2023 Federal Agenda:

2022 Funding

MakerSpace Expansion Project
Safe Streets for All Planning

\$1 million
\$68,000

2022 Policy

Inflation Reduction Act	\$433 billion
Puget Sound SOS Act	---

2021 Funding

Veterans Services Hub Accessibility Improvements	\$500,000
EDA Grant for MakerSpace Equipment	\$1 million

2021 Policy

American Rescue Plan (ARP)	\$6.8 million
Bipartisan Infrastructure Law	\$1.2 trillion

Capitol Hill

Speaker McCarthy's Deals to Secure Speakership

Washington's Congressional Delegation:

- Senator Murray – Appropriations Chairs
- Senator Cantwell – Commerce Chair
- Congresswoman Strickland – T&I and Armed Services
- Congressman Larsen – Lead Dem on T&I

Political Battles of the 118th Congress:

- Deb Ceiling
- Budget Cuts/FY24 Appropriations Bill
- GOP Oversight

2023 Federal Agenda

Projects:

- | | |
|--|------------------------|
| • College Street Corridor Safety Improvement Project | \$10 million |
| • Emergency Operations Center Project | \$500k - \$1.5 million |

Policy:

- I-5 Corridor
- Support for Community Programs (e.g., CDBG and COPS)
- National Housing Strategy
- Support Defense Community Infrastructure Program

13. STANDING COMMITTEES

14. OTHER BUSINESS

15. BOARDS, COMMISSIONS AND COMMITTEE REPORTS

A. Mayor Ryder

1. Mayor's Forum – **no report**
2. Thurston Chamber Shared Legislative Committee –**no report**
3. Transportation Policy Board – **no report**

- B. Deputy Mayor Miller
 - 1. Economic Development Council (EDC) – **made report**
 - 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 – **made report**
 - 2. LOTT Clean Water Alliance – **no report**
 - 3. Regional Housing Council – **made report**
- D. Councilmember Greenstein
 - 1. Emergency Medical Services (EMS) – **no report**
 - 2. TCOMM911 – **made report**
- E. Councilmember Steadman
 - 1. Community Action Council – **made report**
 - 2. Nisqually River Council – **no report**
 - 3. Thurston County Law & Justice – **made report**
- F. Councilmember Kunkel
 - 1. Joint Animal Services Commission (JASCOM) – **no report**
 - 2. Lacey South Sound Chamber – **no report**
 - 3. Olympia-Lacey-Tumwater Visitor & Convention Bureau (VCB) – **no report**
 - 4. Solid Waste Advisory Committee (SWAC) – **made report**
- G. Councilmember Vazquez
 - 1. Intercity Transit – **made report**
 - 2. Olympic Region Clean Air Agency – **no report**
 - 3. Thurston Regional Planning Council – **no report**
 - 4. Thurston County Board of Health – **no report**

16. ADJOURN

Mayor Ryder adjourned the Council Meeting at 7:29 p.m.

MAYOR: _____

ATTESTED BY CITY CLERK: _____

DATE APPROVED: _____



LACEY CITY COUNCIL MEETING February 16, 2023

SUBJECT: Disbursement Approval

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

STAFF CONTACT: Troy Woo, Finance Director *TW*

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 1/2/2023 through 2/3/2023. The disbursements consist of the following:

Checks:	<u>Week of</u>	<u>Beg. Check No.</u>	<u>End. Check No.</u>	<u>Amount</u>
	1/27/2023	268515	268631	412,911.49
	1/27/2023	268632	268632	2,834.00
	*1/31/2023	268710	268713	2,081.56
	2/3/2023	268633	268709	255,876.73

Electronic Transfers:	<u>Week of</u>	<u>Amount</u>
	1/2/2023	30.00
	1/3/2023	203.77
	1/4/2023	8,419.88
	1/7/2023	1,007.68
	1/9/2023	21,547.90
	1/10/2023	14,080.25
	1/11/2023	30,230.32
	1/19/2023	1,625.51
	1/20/2023	744.00
	1/20/2023	126.00
	1/24/2023	56.39
	1/25/2023	108,148.33
	1/27/2023	443,239.12
	1/27/2023	2,406.25
	1/30/2023	57,190.07
	*1/31/2023	116,443.82
	*1/31/2023	185,387.62
	*1/31/2023	1,883,645.07
	2/1/2023	104,347.20

	2/3/2023	144,997.59
Payroll:	<u>Month Ended:</u>	<u>Wages</u>
	*1/31/2023	2,176,690.81

Significant Disbursements:

Conсор North America	\$ 180,194.11	Lift Station Consulting
Convergint Technologies	\$ 127,225.84	Facility Access Controls
Stanley Convergent Secur.	\$ 80,443.27	RAC Security Cameras
Bud Clary Chevrolet	\$ 59,857.40	Replacement Truck
Simmons & Sons	\$ 95,278.36	2022 Sidewalk Repair

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

CITY OF LACEY OFFICIAL PROCLAMATION

WHEREAS, during Black History Month, also known as African American History Month, the many achievements and contributions made by Black and African Americans to our economic, cultural, spiritual, and political development are celebrated; and

WHEREAS, in 1915, Dr. Carter G. Woodson, a noted African American historian, scholar, educator and publisher, founded the Association for the Study of African American Life and History, and initiated Negro History Week in 1926, selecting the month of February to coincide with the birthdays of Frederick Douglass and Abraham Lincoln; and in 1976, Black History Month was formally adopted to honor and affirm the importance of Blacks in American History and beyond, advance the cause of civil rights, and strengthen families, communities, and the nation; and

WHEREAS, the first enslaved Africans were brought to the Americas 403 years ago marking the beginning of legalized slavery which continued with the founding of the United States of America, and was legal in the country until the ratification of the Thirteenth Amendment in 1865; and

WHEREAS, since the abolishment of slavery, many iterations of racist laws and policies were instituted across the Country that served to disenfranchise blacks and African Americans from full political, economic, educational, and social opportunities; and

WHEREAS, in spite of these abhorrent attempts to enslave and then exclude them, as a result of their determination, hard work, and perseverance, Blacks have made invaluable and lasting contributions to our community, the state, the nation, and the world; achieving exceptional success in all aspects of society including business, education, politics, science, medicine, the military, sports, and the arts; and

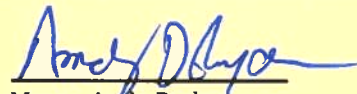
WHEREAS, the Association for the Study of African American Life and History's 2023 theme is, "Black Resistance", and

WHEREAS, the Lacey City Council is committed to creating a community where all who come here can feel safe and welcome, and that the observance of Black History Month calls our City's attention to the continued need to dismantle racism and to build a society that lives up to its democratic ideals.

NOW, THEREFORE, I, Andy Ryder, Mayor of the City of Lacey, on behalf of the Lacey City Council, do hereby proclaim February, 2023, as

Black History Month

in the City of Lacey and urge all community members to recognize the continued need to dismantle racism and to build a society that is more just, peaceful, and prosperous for all.



Mayor Andy Ryder
February 16, 2023



CITY OF LACEY

Official Proclamation

WHEREAS, Harvey Drahos, born in Cedar Rapids, Iowa on January 5, 1923, was witness to the two defining moments of his generation, the Great Depression as a child, and the start of World War II when he was 18 years old; and

WHEREAS, Harvey Drahos served his country from 1943 through 1946 as part of the 96th Infantry and fought on the front lines during the invasion of Okinawa, Japan in April 1945, a battle that claimed the lives of 7,294 soldiers in his Division and wounded Harvey in combat; and

WHEREAS, Harvey Drahos' bravery and valor during the Battle of Okinawa in World War II earned him a collection of medals and commendations, including the Bronze Star Medal; and

WHEREAS, Harvey Drahos celebrated his 100th Birthday on January 5, and is the last living member of his military unit; and

WHEREAS, Harvey Drahos has filled many roles in his lifetime, including soldier, scholar, philanthropist, motorcycle police officer, pilot, trusted chiropractor, proud father, Rotarian and Kiwanian, and a beloved friend; and

WHEREAS, Harvey Drahos remains an active and cherished member of the Kiwanis Club of Thurston County after 53 years, and continues to support community service, student leadership, and making our world a better place; and

NOW, THEREFORE, I, Andy Ryder, Mayor of the City of Lacey, on behalf of the Lacey City Council, do hereby proclaim, February 16, 2023 as

Harvey Drahos Month

in the City of Lacey and encourage community members, local veterans, and local veteran organizations to celebrate Harvey Drahos' 100th Birthday and learn more about the history of World War II, and the service of men and women who were at Harvey's side throughout those years.



Mayor Andy Ryder
February 16, 2023



LACEY CITY COUNCIL MEETING

February 16th, 2023

SUBJECT: H.D. Fowler sole source approval

RECOMMENDATION: Motion to approve the Resolution declaring H.D. Fowler Company the sole source of supply for purchasing cellular Toro Sentinel controllers.

STAFF CONTACT: Rick Walk, Interim City Manager *RW*
Troy Woo, Finance Director *TW*
Scott Egger, Public Works Director *SE*
Scott Devlin, Operations Manager *SD*
Jamie Oakland, Parks Supervisor *JO*

ATTACHMENTS: 1. [Sole source verification letter from Toro, Budget RPI](#)
2. [Irrigation Conversion](#)
3. [Resolution No. 1125](#)

FISCAL NOTE: Requested approval for \$525,527.58 sole source purchase over the next 4 years. \$175,826.47 approved for 2023 budget. 001-3303-576.31-01.

WORK PLAN GOAL AND STRATEGY: Vibrant Place to Live, Work, & Play: Ongoing Services

OTHER POLICY DOC. ALIGNMENT: Goal - Strategy

PRIOR REVIEW: The Finance Committee reviewed this item on January 24, 2023

BACKGROUND: In January of 2022, the Parks Maintenance Department was informed that the manufacturer for the City's 69 irrigation controllers was no longer producing parts to service the existing radio communication controllers for Toro Sentinel. Parks Maintenance was informed that all controllers would need to be upgraded to a new cellular communication version of the controller. To be proactive and to keep our system operational we proposed a 4 year conversion program starting in 2023.

Before we submitted our proposal, we took the time to research additional irrigation controller options. We found 2 possible options with Calsense and Rain Bird's Maxicom systems. We found that Calsense clocks are equivalent but are considerably more expensive and are not compatible with our current flow sensors. Calsense clocks are roughly 175% the

cost of the Toro Sentinel clock. Additionally, Calsense only includes a 5 year cellular plan whereas Sentinel includes a 10 year plan. When adding the additional cellular costs, additional flow sensing costs and the additional expenses for each clock, it was estimated that converting to Calsense would cost approximately double the cost of a Toro Sentinel upgrade.

Rain Bird's Maxicom system was found to have the same flow sensing capabilities as Toro. However, the system would require the purchase of a specific computer and an annual global support plan where Toro Sentinel provides lifetime support. Additionally, the Rain Bird clocks are more expensive and do not come in the same station configurations as Toro. This would require us to purchase additional clocks to make the retrofit work with our current system.

Changing from Toro Sentinel would require us to install all new cabinets, and some of our pedestal units would need new concrete pads for the conversion. In addition to the installation and the 10 years of cellular data coverage savings, Toro is also offering a buy back credit for each controller, for an estimated savings of \$13,800. When combined with the fact that each new control module will be retrofitted into the existing cabinet, it was concluded that the Toro conversion was the best value compared to the two competitors.

Having determined that the City would stay with Toro Sentinel controllers, the Parks Department proposed a 4-year plan to update the 69 irrigation controllers. The total cost for the conversion was estimated to be \$539,327.58. Year one of the conversion was approved for the 2023 budget, with a cost of \$175,826.47.

		Number of Clocks	Replacement Cost	Rebate	Total
Year 1	Parks	24	\$ 180,626.47	\$4,800.00	\$ 175,826.47
Year 2	SE ROWs	19	\$ 152,736.55	\$3,800.00	\$ 148,936.55
Year 3	NE ROWs	18	\$ 135,944.23	\$3,600.00	\$ 132,344.23
Year 4	RAC/Rainier Vista	8	\$ 70,020.33	\$1,600.00	\$ 68,420.33
			\$ 539,327.58	\$13,800.00	\$ 525,527.58

**the costs shown in the table above are current costs and include tax. These costs are subject to inflation.*

Toro Sentinel provides exclusive territory distribution rights to H.D. Fowler Company in Washington. With only one exclusive provider, we are unable to obtain competing bids and request the approval to purchase the materials through sole source approval.

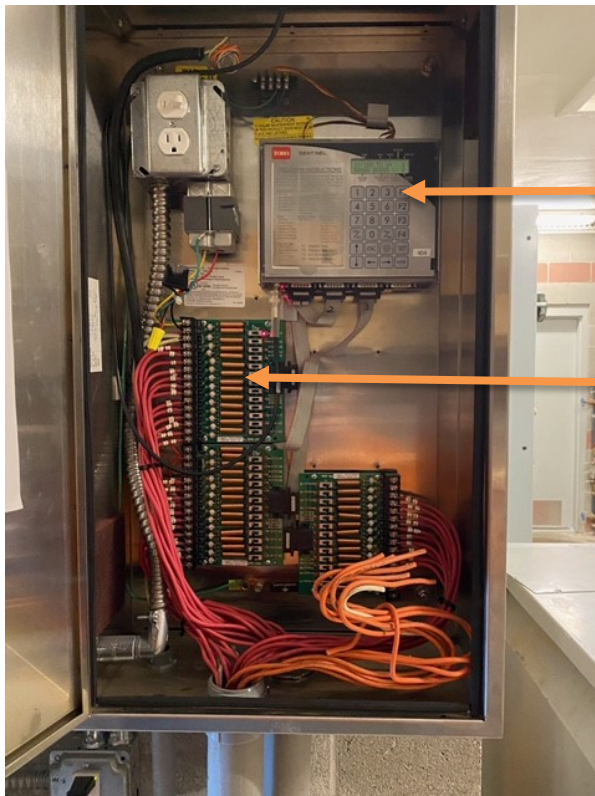
ADVANTAGES:

1. Parks Maintenance Department can begin necessary changes to irrigation control system with no disruption of the cities irrigation capability.

DISADVANTAGES:

1. None.

Here is a picture of one of our irrigation controllers. For the cellular conversion we will be replacing the controller module and the zone circuit boards within the cabinets.



Toro Sentinel Controller Module

Toro Sentinel Irrigation Zone circuit board



Toro Sentinel Irrigation pedestal unit



January 11, 2023

To Whom it May Concern,

The Toro[®] Company provides exclusive territory distribution rights for several of our product lines. This includes Toro central control systems for irrigation.

HD Fowler Company is the sole source for Toro DXi[™] WMS products and Sentinel parts and accessories in the state of Washington.

Due to the technical nature of central control, field service and support may be necessary. HD Fowler's commitment to provide testing and service for the system would not be possible with open distribution. HD Fowler is also qualified to perform installation and upgrades as your organization sees fit.

Please do not hesitate to contact me with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Sergio Ramos", with a stylized flourish extending from the end.

Sergio Ramos

Product Manager | Central Control Business
(0) 951-785-3453 | sergio.ramos@toro.com

Request for Program Improvement - Materials, Supplies, Services and Capital

Budget Year Prepared by:

To:

Fund making this request: PARKS & OPEN SPACE

Department making this request: PW PARKS MAINT

Priority or this request:

Director's Approval:

Description of Request:

Invest an average of \$131,250 a year, for the next 4 years, to convert the City's irrigation systems to controllers with cellular communications.

Proposal and Justification of Improvement:

The City has 69 Toro Senitnel irrigation controllers that manage irrigation distribution throughout Lacey's parks, right-of-ways and utility sites. Each of the 69 clocks communicate via radio frequency. As of January 1, 2022 Toro only sells controllers that operate via cellular communication and will no longer produce parts to repair the older versions. Toro anticipates enough parts and refurbished modules to sustain the radio communication models for another 5 years, at which point, the controllers will be beyond repair once they fail.

The following is a breakdown of the controllers the Department utilizes and the estimated cost to replace each:

# Clocks	# Clock Stations	Cost per Clock	Total Cost
20	8	\$6,972.34	\$139,446.80
20	16	\$7,446.85	\$148,937.00
14	24	\$7,921.65	\$110,903.10
4	32	\$8,396.45	\$33,585.80
12	48	\$8,871.24	\$106,454.88
			\$539,327.58

These costs include a 7 year warranty, 10 years of cellular service and mobile app access to communicate with the systems while in the field.

We are requesting the City invest an average of \$131,250 a year, for four years, to proactively convert the Sentinel controllers to the newer cellular communication version. Toro has offered to buy back each controller module for \$200. Selling the modules back will offset the overall project cost by \$13,800.

Option 1: Proactive replacement

We are proposing the following 4 year schedule:

		Number of Clocks	Replacement Cost	Rebate	Total
Year 1	Parks	24	\$ 180,626.47	\$4,800.00	\$ 175,826.47
Year 2	SE ROWs	19	\$ 152,736.55	\$3,800.00	\$ 148,936.55
Year 3	NE ROWs	18	\$ 135,944.23	\$3,600.00	\$ 132,344.23
Year 4	RAC/Rainier Vista	8	\$ 70,020.33	\$1,600.00	\$ 68,420.33
			\$ 539,327.58	\$13,800.00	\$ 525,527.58

Unfortunately, this is an expense the City will not be able to avoid. At some point the City will have to convert every clock to the newer version controllers. It is most prudent to systematically convert the controllers now, before they fail, for two reasons:

1. As we know, in the current economy, there is significant lead time in securing materials. If the City waited for each clock to fail before upgrading the controller, there could be a significant lag in replacement with a new controller. Depending on the weather, this could result in thousands of dollars of damage to irrigation dependent trees and athletic fields.
2. It is most fiscally responsible to convert the controllers while we can offset the costs by selling our current controllers back to Toro. Waiting until the controllers fail will negate the offsetting costs of selling back our current controllers making the project more expensive.

Disadvantage: (How does this effect your operations budget and what are the short and long-term effects?)

This is a significant additional expense for the General Fund to absorb.

Alternative Request:**Option 2: Run to Fail**

We estimate that 5-6 clocks fail each year, requiring a module replacement. The second option would be to allocate \$65,000 a year to replace the clocks that fail each year. This would prevent a budget amendment each time a clock failed and would spread the replacements out over an 8 year period. Funds left over at the end of each year would be used to purchase clocks for inventory. Failures exceeding the allotted budget would require a budget amendment. Replacing clocks as they fail would also negate any buy back credits increasing the overall cost.

Option 3: Kick the Can

The last option would be to continue replacing failed clocks with refurbished modules until the distributor runs out of refurbished parts. This will be the most expensive option in the long run as inflation will increase the price of each clock and the city will not receive any credit for failed modules. Clocks that cannot be repaired with refurbished modules will then require a budget amendment to replace.

Revenue Discussion: Are new revenues available to offset costs? ☐ Yes ☒ No

SUPPLIES, SERVICES & NON-CAPITAL

Item Description	Account Number	Amount
Irrigation controller conversion	001-3303-576.31-01	175826.47
Total Supplies, Services & Non-Capital		175826.47

CAPITAL OTHER THAN VEHICLES AND COMPUTERS

Item Description	Account Number	Amount
Total Other Capital		0

VEHICLES AND COMPUTERS

Vehicle Capital REQUEST FOR VEHICLE FORM (form must be attached)	
Computer Capital REQUEST FOR COMPUTER EQUIP (form must be attached)	
Equipment Rental Charge (Amount found on above form)	
IMS Rental Charge (Amount found on above form)	
Total Costs	0

Total request for Materials, Supplies, Services and Capital	175826.47
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RESOLUTION NO. 1125

CITY OF LACEY

A RESOLUTION DECLARING H.D. FOWLER COMPANY TO BE THE SINGLE SOURCE OF SUPPLY FOR THE PURCHASE OF CERTAIN EQUIPMENT.

WHEREAS, The City of Lacey operates a comprehensive irrigation system based on Toro Sentinal equipment; and

WHEREAS, The Parks Maintenance Department has learned that parts are no longer available for currently installed equipment and an upgrade to the equipment is necessary; and

WHEREAS, alternative equipment options have been examined and determined by staff to be either cost prohibitive or impracticable to implement; and

WHEREAS, The Toro Company has verified that H.D. Fowler Company holds exclusive territory distribution rights for Toro central control systems for irrigation in the state of Washington; and

WHEREAS, RCW 39.04.280(1)(a) provides that competitive bid requirements may be waived by the governing body of a municipality for purchases that are clearly and legitimately limited to a single source of supply; and

WHEREAS, H.D. Fowler Company is clearly and legitimately the sole source for all equipment and services related to the purchase of the necessary Toro Sentinal system.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON as follows:

1. Based upon the preceding legislative findings, the City Council hereby declares that the purchase of the Toro Sentinal system is clearly and legitimately limited to a single source

of supply and that the sole source of that supply is H.D. Fowler Company.

2. Based upon the preceding legislative findings, and pursuant to RCW 39.04.280(1)(a), the competitive bidding requirements for the City of Lacey are hereby waived and the City Manager is authorized to sign necessary contracts with H.D. Fowler Company for the purchase of the Toro Sentinal system.

PASSED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON,
this 16th day of January, 2023.

CITY COUNCIL

By _____
Mayor

Attest:

Approved as to form:

City Clerk

City Attorney



LACEY CITY COUNCIL
January 26, 2023

SUBJECT: **Regional Housing Council Interlocal Agreement Amendment Two**

RECOMMENDATION: The City Council is requested to approve a motion authorizing the Interim City Manager to sign the proposed second amendment to the interlocal agreement for the Regional Housing Council.

STAFF CONTACT: Rick Walk, Interim City Manager *RW*
Grant Beck, Planning and Development Services Manager *GB*
Ryan Andrews, Planning Manager *RA*

ORIGINATED BY: Community and Economic Development Department

ATTACHMENTS:

1. [Amendment Two to the Interlocal Agreement for the Regional Housing Council \(Track Changes Version\)](#)
2. [Amendment Two to the Interlocal Agreement for the Regional Housing Council \(Clean Version\)](#)
3. [Regional Housing Council – Advisory Boards Draft Charter](#)

FISCAL NOTE: None. The ILA does set forth parameters for housing-related projects in Thurston County.

PRIOR REVIEW: January 26, 2023 – Council Study Session

BACKGROUND:

On January 28, 2021 the original interlocal agreement was executed establishing the Regional Housing Council with the primary purpose of leveraging resources and partnerships through policies and projects related to safe and affordable housing. The original interlocal agreement also dissolved the Health and Human Services Council and the Community Investment Partnership. The first amendment to the agreement was executed April 30, 2021 clarifying how jurisdictions will manage and make decisions concerning SHB 1406 funds.

On January 26, 2022 the Thurston County Board of Commissioners passed ordinance number 16128 as authorized by RCW 82.14.530 for a one-tenth of one percent sales tax to establish a Home Fund to create affordable housing for County residents whose income is 60 percent or below area median income (AMI). The sales tax applies throughout all of Thurston County, except for in the Cities of Olympia and Tenino which had already passed their own Home Fund legislation. On December 19, 2022, a separate agreement was signed between Thurston County and Olympia to combine home funds.

The primary purpose of this second amendment to the interlocal agreement is to recognize the consolidation of the Thurston County and Olympia Home Funds and to establish administrative procedures to guide the Regional Housing Council on the recommendations for use of the combined funds. The agreement also establishes two advisory boards comprised of subject matter experts to make recommendations to the Regional Housing Council on funding. These are the Affordable Housing Advisory Board and the Homeless Services Advisory Board.

The Affordable Housing Advisory Board makes recommendations on capital funding projects comprised of community members and private sector stakeholders from across Thurston County with at least one-third of the members either residents of Olympia or representing organizations based in Olympia. The Homeless Services Advisory Board makes recommendations on funding designated for homeless services. The agreement also clarifies that the chairs and vice-chairs of the advisory boards will participate in Regional Housing Council in a non-voting ex-officio capacity.

The original interlocal agreement established Thurston County as the fiscal agent and lead agency on administering contracts and providing payments. This amendment allows for the lead agency to provide funds to a partner jurisdiction on specific Regional Housing Council-approved tasks as well as revisit the role of lead agency and fiscal agency every five years throughout the duration of the agreement.

The proposed amended agreement also revises language in the ILA regarding the use of SHB 1406 funds. The initial ILA specifies that the 1406 funds would be submitted to the lead agency on a quarterly basis. The RHC would make decisions regarding the distribution of funds for projects subject to the approval of the elective body of each RHC partner. The proposed amendments to the ILA are an effort to streamline the approval process to commit 1406 funds to viable projects. Many times, key housing projects consistent with regional priorities and needing local match dollars are subject to deadlines for requesting State or Federal funds. Allowing the RHC to be the final decision regarding use of 1406 funds would allow the ability to review projects and make decisions to commit dollars in a timely and efficient manner.

Also related to 1406 funds, the existing ILA also contains a provision that after one year each jurisdiction could ask the RHC for approval to return their portion of uncommitted 1406 funds accrued in the pooled account. An amendment is proposed to replace this provision to establish an annual competitive process where the partners in the RHC may

request funding for local projects that are consistent with adopted funding priorities and approved by the RHC.

The City Council was briefed on the draft ILA at a work session on January 26th. Based on feedback regarding jurisdictional representation on the Affordable Housing and Homeless Services Advisory Boards, amendments were made to the draft ILA to clarify that representation is required on these boards by all of the jurisdictions signing the agreement. This representation is reinforced through language in an advisory board charter (attachment #3) approved by the RHC.

ADVANTAGES:

1. Approving the amendment to the interlocal agreement establishes administrative procedures to guide the Regional Housing Council on use of the combined Thurston County and Olympia Home Funds.

DISADVANTAGES:

1. None identified.

Amendment ~~One~~Two
INTERLOCAL AGREEMENT FOR
DISSOLVING THE HEALTH AND HUMAN SERVICES COUNCIL, THE COMMUNITY INVESTMENT
PARTNERSHIP, AND CREATING THE REGIONAL HOUSING COUNCIL

WHEREAS, This Interlocal Agreement ("Agreement") ~~is~~was entered into pursuant to the authority of Chapter 39.34 RCW in duplicate originals between the City of Olympia, Washington, a Washington municipal corporation; the City of Lacey, Washington, a Washington municipal corporation; the City of Tumwater, Washington, a Washington municipal corporation; the City of Yelm, Washington, a Washington municipal corporation; and Thurston County, Washington, a Washington municipal corporation; collectively referred to as "Jurisdictions" and individually as "Jurisdiction"; ~~and~~

~~In consideration of the terms, conditions, covenants, and performances contained herein, it is mutually agreed by the Jurisdictions as follows:~~

WHEREAS, Amendment One to this agreement adopted on April 30, 2021, ~~adds~~ clarification and requirements to how the signatories of this agreement will manage and make decisions concerning RCW 82.14.540 ("SHB 1406") funds; and

WHEREAS, in the 2021 Regular Session, the Washington State Legislature approved, and the Governor signed, House Bill 1070 (Chapter 222, Laws of 2020), modifying allowed uses of local tax revenue for affordable housing and related services to include the acquisition and construction of affordable housing and facilities; amending RCW 82.14.530 and 67.28.180; and declaring an emergency; and

WHEREAS, the City of Olympia Council passed Ordinance No. 7127 on March 6, 2018, as authorized under RCW 82.14.530 to be used for the Olympia Home Fund to construct affordable and supportive housing and housing-related services, including mental and behavioral health-related facilities, and providing for other matters relating thereto and properly permitted by state law; and

WHEREAS, the Thurston County Board of Commissioners passed Ordinance No. 16128, on January 26, 2022, as authorized under RCW 82.14.530 to be used for the Thurston County Home Fund to construct affordable and supportive housing and housing-related services, and providing for other matters relating thereto and properly permitted by state law; and

WHEREAS, the Thurston County Board of Commissioners in Ordinance No. 16128, directed the county manager to a) develop an Interlocal Agreement with the City of Olympia outlining roles, responsibilities, administration, and other requirements related to combining the Sales and Use Tax funds For Housing and Related Services; and (b) work with participating jurisdictions to amend the Regional Housing Council Interlocal Agreement to create an administrative/executive arm to effectively guide the Regional Housing Council on the use of the Sales and Use Tax For Housing and Related Services; and

WHEREAS, the City of Olympia Council approved a Resolution of Intent on January 12, 2022, to bring their HOME fund dollars to the Regional Housing Council in coordination with the County's HOME fund to achieve a regional decision making process on these combined funds; and

WHEREAS, the City of Tenino approved an additional of one-tenth of one percent on the Sales

and Use Tax per RCW 82.14.530, via a Councilmanic action under Ordinance No. 919 on January 11, 2022; and

WHEREAS, the Regional Housing Council was created in January 2021 with the primary purpose to leverage resources and partnerships through policies and projects that promote equitable access to safe and affordable housing; and

WHEREAS, the Regional Housing Council has developed a strategic framework to create an initial stock of 150-200 Permanent Supportive Housing units which requires additional funding to fully implement; and

WHEREAS, a second amendment is needed to create an administrative/executive arm to effectively guide the Regional Housing Council on its recommendations for the use of the Sales and Use tax for Housing and Related services adopted by Thurston County and the City of Olympia; and

WHEREAS, the Jurisdictions agree that it is mutually beneficial to share decision making responsibilities related to homelessness and affordable housing in Thurston County; and

WHEREAS, the Jurisdictions agree that it is mutually beneficial to collaborate to expand affordable housing options and share the planning for, identification of, and resource allocation to activities and programs intended to support individuals experiencing homelessness in Thurston County; and

WHEREAS, the Jurisdictions agree that by collaborating, these activities and programs will be delivered more efficiently and effectively and the costs and impacts of managing them will be shared equitably by the Jurisdictions.

THEREFORE, the Interlocal Agreement creating the Regional Housing Council including Amendment One- is hereby amended as follows:

1. Regional Housing Council to Replace Health and Human Services Council.

The signatories of this agreement hereby agree to dissolve the [Health and Human Services Council \("HHSC"\)](#) and create the [Regional Housing Council \("RHC"\)](#). All records related to the HHSC shall be preserved by Thurston County. Dissolving the HHSC does not change any prior commitments made by that Council. Any assets remaining with the HHSC are hereby transferred to the RHC.

2. Purpose of the RHC.

- A. The primary purpose of the RHC is to leverage resources and partnerships through policies and projects that promote equitable access to safe and affordable housing. The RHC will consider issues specifically related to funding a regional response to homelessness and affordable housing and how to better coordinate existing funding programs, which may include, RCW 36.22.179 (ESSHB 2163) and RCW 36.22.178 (SHB 2060) funds, [RCW 36.22.176 \(ESSHB 1277\)](#) HOME Investment Partnership Program ("HOME"), Consolidated Homeless Grant ("CHG"), Housing and Essential Needs ("HEN"), RCW 82.14.540 (SHB 1406), Community Development Block Grant

("CDBG"), Olympia Home Fund and Thurston County Home Fund, and other related funding sources ~~such as a regional home fund~~ to help implement the five-year Homeless Crisis Response Plan (HCRP) and increase affordable housing options.

- B. To achieve this purpose, the RHC may assist in monitoring the implementation of the County's five-year HCRP by setting priorities and making funding decisions on projects and programs that implement the HCRP. Additionally, the RHC may provide a forum for consideration of policy options related to homelessness and to encourage development of regional approaches to planning for, responding to, and funding homeless services and facilities and expanding affordable housing options.

3. Term.

The term of this Agreement shall be effective upon the approval of the last Jurisdiction's governing body, and shall be effective for five years, unless amended pursuant to Section 12 of this Agreement. Prior to commencement, this Agreement shall be filed or posted in accordance with RCW 39.34.040. This Agreement may be extended upon the mutual written approval of the Jurisdictions on an annual basis thereafter.

4. Governance.

- A. The RHC shall consist of one voting member and one alternate member from each of the Jurisdictions which comprise more than 5% of the county population.
- B. Individual Jurisdictions which comprise less than 5% of the county population may participate on the RHC in a non-voting capacity.
- C. One voting member and one alternate member shall be selected by and from the group of Jurisdictions whose population is 5% or less of the county population.
- D. Each Jurisdiction shall send a decision-making member of its staff to support and participate on the RHC in a non-voting capacity.
- E. The chairs of ~~the Technical and Communications Working Teams~~Advisory Boards, as established in Section 9 of this Agreement, and the program manager of the Lead Agency, as established in Section 8 of this Agreement, shall serve in an ex officio capacity and will also participate in the RHC in a non-voting capacity.

i. The Vice Chairs of the Advisory Boards created in Section 9.C of this Agreement shall serve as the alternate ex officio members.

ii. The Chair and Vice Chair of the Advisory Boards may not be staff employed by an RHC member jurisdiction.

- F. All meetings of the RHC shall be open and public as provided for in Title 42.30 RCW.

- G. A quorum, defined as a minimum of three (3) voting members, is required to hold a meeting.
- H. It is the intent of the RHC to operate based on consensus. If a consensus cannot be achieved, action by the RHC shall be by vote of those members present. A minimum of three (3) affirmative votes are required to approve an action. Absent voting members cannot delegate their voting authority; however, alternate members shall have full voting rights when the regular member is not present. Non-voting members, decision-making staff (as specified in Paragraph D of this Section), Working Team Chairs, and ex officio members shall not have a vote; however, they are encouraged to participate in committee discussions and deliberations.
- I. If necessary, actions taken by the RHC shall be taken for final consideration and approval to the respective legislative Councils and Commissions.
- J. Officers shall be elected annually by vote of the members. The RHC shall annually elect a chair and vice-chair. Either the chair or vice-chair shall be from the Lead Agency, as described in Section 8 of this Agreement. The duties of the chairs shall be to preside over the RHC meetings and provide a direct link to the RHC with administrative staff of the Lead Agency. The vice-chair will preside over the RHC meeting if the chair is not present and will support the chair in their duties.
- K. Membership of the RHC may only be increased or changed following an affirmative vote of the members of the RHC and by amending this Agreement as provided in Section 12 below.
- L. The RHC may adopt a set of bylaws setting forth the manner in which it will perform its functions.

5. Scope of Work.

- A. The responsibilities of the RHC SHALL include, but are not limited to:
 - i. Making recommendations to regional elected and appointed leaders on funding decisions related to implementing the five year HCRP and expanding shelter and affordable housing, including but not limited to ESSHB 2163, and SHB 2060, ESSHB 1277 funds, HOME, CHG, HEN, SHB 1406, County Home Fund and Olympia Home Fund dollars and other funding sources as may be created or identified in the future.
 - ii. Recommending an annual RHC budget, which shall detail the authorized expenditures for the coming fiscal year, for approval by the governing body of each Jurisdiction. The fiscal year for the RHC shall be July 1 to June 30.
 - iii. Establishing an annual RHC work plan, specifying the activities planned for the coming fiscal year, to accompany the recommended annual budget.
 - iv. Submitting an annual report to the governing body of each Jurisdiction, apprising that Jurisdiction of the tasks undertaken and accomplishments of the

RHC in the previous fiscal year.

B. The responsibilities of the RHC MAY include, but are not limited to:

- i. Monitoring the five-year HCRP and support actions necessary to implement the plan.
- ii. Identifying and supporting projects, programs, and policies that increase shelter and affordable housing throughout the region.
- iii. Identifying and supporting projects, programs, and policies that further the objectives of the HCRP and will reduce the number of unsheltered individuals living in the Jurisdictions.
- iv. Identifying and supporting the construction and operation of supportive housing options and units in the Jurisdictions.

Serving as a regional forum for development and implementation [of policies, programs, and projects related to homelessness and affordable housing](#).

- v. Developing communication protocols to assist local elected officials and the community in understanding the extent and nature of the homeless and housing crisis in the Jurisdictions.
- vi. Considering changes to the organization structure necessary to create organizational capacity to effectively carry out these responsibilities over the long term. This may include a review of role and relationship between the RHC and the HHH, HAT, and other groups playing a role in the housing and homeless policy development and funding decisions.
- vii. Taking other appropriate and necessary action to carry out the purposes of this Agreement, provided that any commitment of resources outside the scope of the annual budget or policies not within the annual work plan shall be subject to the ultimate approval of the governing bodies.

6. Funding.

- A. Members agree to pool funding including, but not limited to, ESHB 2163, SHB 2060, [ESSHB 1277](#), HOME, CHG, SHB 1406, Human Services Fund (HSF), [County Home Fund, Olympia Home Fund](#), and other related funding sources as may be identified or created in the future to the extent allowed by federal and state law.
- B. The Jurisdictions comprising 5% or more of the County population shall allocate a minimum annual amount equal to not less than one half of one percent of the last full year of general sales and use taxes pursuant to RCW 82.14.030(1) as of the time the jurisdiction is adopting its budget to HSF for projects, programs, and activities providing direct support to our Jurisdictions' most vulnerable residents. For example, the 2020 funding contribution for a jurisdiction adopting its budget in the fall of 2019 would be based upon the 2018 full year of collections. In addition, any jurisdiction

may choose to contribute additional funding subject to the approval of its Council and the requirements of the applicable fund source. The funds will be incorporated as part of the RHC's purview. Funds remaining at the end of the calendar year shall be available for expenditure in the following year. The Lead Agency shall earmark such funds for future expenditures, and, if necessary, budget the same in the adoptive budget for the ensuing year.

- i. The Lead Agency will utilize 10% of the annual required funding contribution by the participating Jurisdictions, pursuant to Section 6.B, above, for administrative costs, such as contract and fiscal management.
 - ii. Jurisdictions that individually comprise less than 5% of the county population shall be exempt from the HSF allocation.
- C. All funds contributed by members of the RHC and any other funds devoted to the purposes set forth in this Agreement, shall be deposited in the treasury of the Lead Agency, as described in Section 8, for the period in which the funds are to be expended.
- D. The SHB 2060 surcharge funds will be used as the twenty-five percent (25%) match requirement for HOME entitlement funds.
- E. Unspent funds may be carried over and used in subsequent years to the extent allowed by federal and state law for projects, programs, and activities consistent with this Agreement.
- F. The RHC will make funding recommendations and will serve in an advisory capacity to the BoCC, which have final approval of awards and distribution of grant funding. The BoCC shall give substantial weight and consideration to the recommendations of the RHC. With respect to the HSF and SHB 1406, the BoCC will authorize funding for these grants but will not deviate from the funding recommendations provided by the RHC.
- G. In the event the BoCC deviates from the funding recommendations provided by the RHC, the BoCC will provide revised recommendations to the RHC for consideration. After the RHC reviews the BoCC revised recommendations, the RHC will submit a final recommendation to the BoCC. The BoCC will assess the recommendations by the RHC and make a final decision.

~~With respect to SHB 1406, the Jurisdictions commit to a regional project using this funding. Further, the BoCC will not approve any project until and unless each legislative body has taken action to endorse the RHC recommendation.~~

~~H.~~ Jurisdictional allocations of the CDBG fund shall take into consideration the goals, objectives, programs, and projects developed and approved by the RHC.

~~I.~~ The Jurisdictions agree to pool SHB 1406 funds received after January 1, 2021, under the following conditions and processes:

- i. The RHC will determine whether to bond SHB 1406 tax revenue.

~~The RHC will implement a process to identify and select projects and actions using SHB 1406 tax revenue. The RHC will prepare, and update, as needed, both Year One annual funding plans and Year Two and Three funding plans for using SHB 1406 tax revenue.~~

~~Year One annual funding plans will identify specific projects or actions for using SHB 1406 tax revenue.~~

~~Year Two and Three funding plans will outline the RHC's general funding priorities for using SHB 1406 tax revenue during that period.~~

- ii. The Jurisdictions will submit SHB 1406 tax revenue on a quarterly basis to the RHC Lead Agency, which will serve as the contracting agency for pooled SHB 1406 tax revenue.
- iii. The RHC Lead Agency will abide by SHB 1406 requirements regarding an administrative fee for managing SHB 1406 tax revenue. As of January 2021, the SHB 1406 legislation does not provide for administrative costs.
- iv. The RHC Lead Agency will coordinate with the Jurisdictions in preparing the required local and state reporting materials.
- v. The Jurisdictions may not utilize its own SHB 1406 tax revenue prior to adding the funds to the pooled account.

~~v-vi. SHB 1406 tax revenue and HSF funds collected by the RHC may be returned to local jurisdictions with the approval of the RHC for eligible projects consistent with adopted funding priorities through an annual application process.~~

~~If more than one year of SHB 1406 tax revenue is collected without a project or action being identified and the funds have not been bonded, the Jurisdictions may request to have a portion of their contribution returned for use by the Jurisdiction. The RHC must vote to approve returning funds to a Jurisdiction.~~

J. With respect to the County Home Fund and Olympia Home Fund revenue, the Interlocal Agreement (ILA) between Thurston County and City of Olympia executed on December 19, 2022, shall be incorporated by reference into this Agreement.

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7. Contribution.

- A. Each Jurisdiction that is a member under Section 4.A of this Agreement, shall strive to make an in-kind contribution of up to 0.25 FTE staff to support the work of the RHC. Staff support may include, but is not limited to, participation on Working Teams as defined under Section 9 of this Agreement, tasks identified in the annual work plan required under Section 5.A.c, or tasks to support the operation of the RHC. As needed, Jurisdictions shall discuss dedicating additional staff resources beyond a 0.25 FTE to achieve the annual work plan or to implement special projects.

- B. Costs associated with the operations of the RHC, in excess of the revenues available from program funded administrative allocations, shall be distributed among the Jurisdictions on a pro rata basis using the most recent population figures provided by the State of Washington.
- C. These operational costs may include but are not limited to: staff, office space, furnishing, equipment and supplies, and administrative overhead necessary for the Lead Agency to support the RHC. Where administrative dollars are provided for in the funding source, these funds shall be used to offset operational costs of the RHC to the extent allowed by the funding source. These administrative costs shall be allocated to the Fiscal Agent of the RHC, as described in Section 8 of this Agreement.

8. Lead Agency.

A. Thurston County will act as the Fiscal Agent and Lead Agency on behalf of the Jurisdictions in administering all contracts and processing all invoices and receipts. Thurston County shall name a program manager who shall be responsible for the operations of the RHC. The task of the program manager will include, but are not limited to: meeting coordination and agenda preparation in consultation with the chair and vice-chair, preparation of meeting minutes, support to develop and implement the annual work plan, and coordination of the annual request for proposal and award process. The Lead Agency will submit invoices to each Jurisdiction for their share of the costs as identified in Section 6.B.a. The Jurisdiction will remit payment to the Lead Agency no later than 30 days from the date of the invoice.

B. The Lead Agency may transfer program or administrative funds to a partner jurisdiction to implement specific RHC-approved tasks or programs on an as-needed basis.

A. The Lead Agency and Fiscal Agent roles shall be revisited every five (5) years throughout the duration of this Agreement.

B.C.

9. Working Teams and Advisory Boards.

A. The RHC may use the following staff Working Teams to inform and support the RHC:

- i. Technical Working Team to provide objective technical feedback regarding project and policy proposals.
- ii. Communications Working Team to develop clear and coordinated communications around project and policy proposals and funding recommendations.

B. Each voting member Jurisdiction that is a member under Section 4.A of this Agreement will assign at least one staff member to participate on each Working Team. The RHC

may create additional Working Teams or dissolve Working Teams in accordance with Section 4.I of this Agreement.

C. The RHC shall establish two Advisory Boards comprised of subject matter experts to make recommendations to the RHC on funding priorities, funding awards, and policies for RHC consideration, as appropriate. The RHC shall approve a Charter that guides the membership, operation, and responsibilities of the Boards.

i. Affordable Housing Advisory Board. This Board shall have responsibility for federal HOME Investment Partnership, SHB 2060, SHB 1406, County Home Fund, and Olympia Home Fund and other related capital funding sources as may be identified or created in the future. The RHC shall ensure that this Advisory Board is composed of community members, including private sector stakeholders representing all areas of Thurston Countythe Jurisdictions and that at least one-third (1/3) of members of this Advisory Board are comprised of residents of Olympia, or represent organizations based or located in Olympia.

i.ii. Homeless Services Advisory Board. This Board shall have responsibility for ESHB 2163, ESSHB 1277, CHG, HEN, and HSF and other related services funding sources as may be identified or created in the future. The Homeless Services Advisory Board will make recommendations on any funding designated for homeless services by the RHC from the Thurston County Home Fund. -The RHC recognizes the role of the Homeless Housing Hub ("HHH") as the local Continuum of Care. -

10. Relationship of the Jurisdictions.

This Agreement is for the benefit of the Jurisdictions. No separate legal entity is created by this Agreement. No administrator or joint board is created by this Agreement, although a Fiscal Agent and Lead Agency are established by Section 8 herein. No personal or real property is to be jointly acquired or held. Each Jurisdiction is responsible for directing the work of its staff. RHC members may not direct or supervise the work of staff from another Jurisdiction. An RHC chair or vice-chair may coordinate and work with staff from another Jurisdiction to fulfill the responsibilities of the RHC.

11. Indemnification and Hold Harmless.

A. To the extent permitted by law, each Jurisdiction agrees to indemnify, defend, and hold harmless the other Jurisdiction, their officers, officials, employees, agents, and volunteers from and against any and all claims, demands, damages, losses, actions, liabilities, expenses, and judgments of any nature whatsoever, including without limitation, court and appeal costs and attorneys' fees, to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, caused by or arising out of any negligent act, errors, or omissions, of that Jurisdiction, its employees, agents, or volunteers or arising out of, in connection with, or incident to that Jurisdiction's performance or failure to perform any aspect of this Agreement.

- B. The Jurisdictions waive their immunity under the Washington State Industrial Insurance Act, Title 51 RCW, to the extent required by this indemnification and hold harmless provision. Provided, however, the foregoing waiver shall not in any way preclude a Jurisdiction from raising such immunity as a defense against any claim brought against a Jurisdiction by any of the Jurisdiction's respective employees. This waiver has been mutually negotiated by the Jurisdictions.
- C. The provisions of this section shall survive the completion or expiration of this Agreement or termination whether termination is by all Jurisdictions, or by one or more Jurisdictions.
- D. The Jurisdictions agree to support each other in pursuing these purposes and responsibilities and operate in good faith and partnership in carrying them out. Risk and accountability shall be shared to the extent possible by the Jurisdictions.

12. Amendments.

This Agreement may be amended as needed by mutual written agreement of all Jurisdictions as executed by each Jurisdiction's authorized governing authority as provided in Chapter 39.34 RCW.

13. Termination.

This Agreement may be terminated as to any single Jurisdiction when the terminating Jurisdiction provides written notice to all other Jurisdictions, as set out in Section 14, at least 60 days prior to its intended withdrawal from this Agreement. The withdrawing Jurisdiction agrees to be responsible for its share of any costs incurred or encumbered pursuant to this Agreement through the remainder of the year of such withdrawal.

14. Jurisdiction Representative.

The following are designated as representatives of the respective Jurisdictions. Notice provided for in this Agreement shall be sent to the designated representatives by certified mail to the addresses set forth below. Notice will be deemed received three business days following posting by the U.S. Postmaster.

City of Lacey, c/o City Manager, 420 College Street SE, Lacey, WA 98503

City of Olympia, c/o City Manager, P.O. Box 1967, Olympia, WA 98507

City of Tumwater, c/o City Administrator, 555 Israel Road SW, Tumwater, WA 98501

City of Yelm, c/o Mayor, 106 Second St. SE Yelm, WA 98597

Thurston County, c/o County Manager, 2000 Lakeridge Drive SW, Olympia, WA 98502

15. Governing Law and Venue.

This Agreement has been and shall be construed as having been made and delivered within

the State of Washington, and it is agreed by each Jurisdiction hereto that this Agreement shall be governed by the laws of the State of Washington both as to its interpretation and performance. Any action of lawsuit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in a court of competent jurisdiction in Thurston County, Washington.

16. Severability.

If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the Jurisdictions' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If any provision of this Agreement is in direct conflict with any statutory provision of the state of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

17. Entire Agreement.

The Jurisdictions agree that this Agreement, is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

18. Non-Waiver of Rights.

The Jurisdictions agree that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

19. Equal Opportunity to Draft.

The Jurisdictions have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Jurisdiction upon a claim that that Jurisdiction drafted the ambiguous language.

IN WITNESS WHEREOF, the Parties hereto have caused this Interlocal Agreement to be executed by the dates and signature herein under affixed. The persons signing this Interlocal Agreement on behalf of the Parties represent that each has authority to execute this Interlocal Agreement on behalf of the Party entering into this Interlocal Agreement.

Thurston County

City of Lacey

Tye MenserCarolina Mejia, Chair of the Board of County _____ Rick Walk, Acting City
Manager
Commissioners _____

Date _____ Date _____

Approved as to form:
JON TUNHEIM
PROSECUTING ATTORNEY

Approved as to form:

By: _____
Deputy Prosecuting Attorney

By: _____
City Attorney

City of Olympia

City of Tumwater _____

Steven J. Burney, City Manager

Debbie Sullivan, Mayor

Date _____

Date _____

Approved as to form:

Approved as to form:

By: _____
City Attorney

By: _____
City Attorney

City of Yelm _____

Joe DePinto, Mayor

Date

Approved as to form:

By: _____
City Attorney

RHC Interlocal Agreement Version Tracking:

- Original ILA: Executed January 28, 2021
- Amendment #1: Executed April 30, 2021

Amendment Two
INTERLOCAL AGREEMENT FOR
DISSOLVING THE HEALTH AND HUMAN SERVICES COUNCIL, THE COMMUNITY INVESTMENT
PARTNERSHIP, AND CREATING THE REGIONAL HOUSING COUNCIL

WHEREAS, This Interlocal Agreement ("Agreement") was entered into pursuant to the authority of Chapter 39.34 RCW in duplicate originals between the City of Olympia, Washington, a Washington municipal corporation; the City of Lacey, Washington, a Washington municipal corporation; the City of Tumwater, Washington, a Washington municipal corporation; the City of Yelm, Washington, a Washington municipal corporation; and Thurston County, Washington, a Washington municipal corporation; collectively referred to as "Jurisdictions" and individually as "Jurisdiction;" and

WHEREAS, Amendment One to this agreement adopted on April 30, 2021, added clarification and requirements to how the signatories of this agreement will manage and make decisions concerning RCW 82.14.540 ("SHB 1406") funds; and

WHEREAS, in the 2021 Regular Session, the Washington State Legislature approved, and the Governor signed, House Bill 1070 (Chapter 222, Laws of 2020), modifying allowed uses of local tax revenue for affordable housing and related services to include the acquisition and construction of affordable housing and facilities; amending RCW 82.14.530 and 67.28.180; and declaring an emergency; and

WHEREAS, the City of Olympia Council passed Ordinance No. 7127 on March 6, 2018, as authorized under RCW 82.14.530 to be used for the Olympia Home Fund to construct affordable and supportive housing and housing-related services, including mental and behavioral health-related facilities, and providing for other matters relating thereto and properly permitted by state law; and

WHEREAS, the Thurston County Board of Commissioners passed Ordinance No. 16128, on January 26, 2022, as authorized under RCW 82.14.530 to be used for the Thurston County Home Fund to construct affordable and supportive housing and housing-related services, and providing for other matters relating thereto and properly permitted by state law; and

WHEREAS, the Thurston County Board of Commissioners in Ordinance No. 16128, directed the county manager to a) develop an Interlocal Agreement with the City of Olympia outlining roles, responsibilities, administration, and other requirements related to combining the Sales and Use Tax funds For Housing and Related Services; and (b) work with participating jurisdictions to amend the Regional Housing Council Interlocal Agreement to create an administrative/executive arm to effectively guide the Regional Housing Council on the use of the Sales and Use Tax For Housing and Related Services; and

WHEREAS, the City of Olympia Council approved a Resolution of Intent on January 12, 2022, to bring their HOME fund dollars to the Regional Housing Council in coordination with the County's HOME fund to achieve a regional decision making process on these combined funds; and

WHEREAS, the City of Tenino approved an additional of one-tenth of one percent on the Sales and Use Tax per RCW 82.14.530, via a Councilmanic action under Ordinance No. 919 on January 11, 2022; and

WHEREAS, the Regional Housing Council was created in January 2021 with the primary purpose to leverage resources and partnerships through policies and projects that promote equitable access to safe and affordable housing; and

WHEREAS, the Regional Housing Council has developed a strategic framework to create an initial stock of 150-200 Permanent Supportive Housing units which requires additional funding to fully implement; and

WHEREAS, a second amendment is needed to create an administrative/executive arm to effectively guide the Regional Housing Council on its recommendations for the use of the Sales and Use tax for Housing and Related services adopted by Thurston County and the City of Olympia; and

WHEREAS, the Jurisdictions agree that it is mutually beneficial to share decision making responsibilities related to homelessness and affordable housing in Thurston County; and

WHEREAS, the Jurisdictions agree that it is mutually beneficial to collaborate to expand affordable housing options and share the planning for, identification of, and resource allocation to activities and programs intended to support individuals experiencing homelessness in Thurston County; and

WHEREAS, the Jurisdictions agree that by collaborating, these activities and programs will be delivered more efficiently and effectively and the costs and impacts of managing them will be shared equitably by the Jurisdictions.

THEREFORE, the Interlocal Agreement creating the Regional Housing Council including Amendment One is hereby amended as follows:

1. Regional Housing Council to Replace Health and Human Services Council.

The signatories of this agreement hereby agree to dissolve the Health and Human Services Council ("HHSC") and create the Regional Housing Council ("RHC"). All records related to the HHSC shall be preserved by Thurston County. Dissolving the HHSC does not change any prior commitments made by that Council. Any assets remaining with the HHSC are hereby transferred to the RHC.

2. Purpose of the RHC.

- A. The primary purpose of the RHC is to leverage resources and partnerships through policies and projects that promote equitable access to safe and affordable housing. The RHC will consider issues specifically related to funding a regional response to homelessness and affordable housing and how to better coordinate existing funding programs, which may include, RCW 36.22.179 (ESSHB 2163) and RCW 36.22.178 (SHB 2060) funds, RCW 36.22.176 (ESSHB 1277) HOME Investment Partnership Program ("HOME"), Consolidated Homeless Grant ("CHG"), Housing and Essential Needs ("HEN"), RCW 82.14.540 (SHB 1406), Community Development Block Grant ("CDBG"), Olympia Home Fund and Thurston County Home Fund, and other related funding sources to help implement the five-year Homeless Crisis Response Plan (HCRP) and increase affordable housing options.

- B. To achieve this purpose, the RHC may assist in monitoring the implementation of the County's five-year HCRP by setting priorities and making funding decisions on projects and programs that implement the HCRP. Additionally, the RHC may provide a forum for consideration of policy options related to homelessness and to encourage development of regional approaches to planning for, responding to, and funding homeless services and facilities and expanding affordable housing options.

3. Term.

The term of this Agreement shall be effective upon the approval of the last Jurisdiction's governing body, and shall be effective for five years, unless amended pursuant to Section 12 of this Agreement. Prior to commencement, this Agreement shall be filed or posted in accordance with RCW 39.34.040. This Agreement may be extended upon the mutual written approval of the Jurisdictions on an annual basis thereafter.

4. Governance.

- A. The RHC shall consist of one voting member and one alternate member from each of the Jurisdictions which comprise more than 5% of the county population.
- B. Individual Jurisdictions which comprise less than 5% of the county population may participate on the RHC in a non-voting capacity.
- C. One voting member and one alternate member shall be selected by and from the group of Jurisdictions whose population is 5% or less of the county population.
- D. Each Jurisdiction shall send a decision-making member of its staff to support and participate on the RHC in a non-voting capacity.
- E. The chairs of Advisory Boards, as established in Section 9 of this Agreement, and the program manager of the Lead Agency, as established in Section 8 of this Agreement, shall serve in an ex officio capacity and will also participate in the RHC in a non-voting capacity.
 - i. The Vice Chairs of the Advisory Boards created in Section 9.C of this Agreement shall serve as the alternate ex officio members.
 - ii. The Chair and Vice Chair of the Advisory Boards may not be staff employed by an RHC member jurisdiction.
- F. All meetings of the RHC shall be open and public as provided for in Title 42.30 RCW.
- G. A quorum, defined as a minimum of three (3) voting members, is required to hold a meeting.
- H. It is the intent of the RHC to operate based on consensus. If a consensus cannot be achieved, action by the RHC shall be by vote of those members present. A minimum of three (3) affirmative votes are required to approve an action. Absent voting members cannot delegate their voting authority; however, alternate members shall

have full voting rights when the regular member is not present. Non-voting members, decision-making staff (as specified in Paragraph D of this Section), Working Team Chairs, and ex officio members shall not have a vote; however, they are encouraged to participate in committee discussions and deliberations.

- I. If necessary, actions taken by the RHC shall be taken for final consideration and approval to the respective legislative Councils and Commissions.
- J. Officers shall be elected annually by vote of the members. The RHC shall annually elect a chair and vice-chair. Either the chair or vice-chair shall be from the Lead Agency, as described in Section 8 of this Agreement. The duties of the chairs shall be to preside over the RHC meetings and provide a direct link to the RHC with administrative staff of the Lead Agency. The vice-chair will preside over the RHC meeting if the chair is not present and will support the chair in their duties.
- K. Membership of the RHC may only be increased or changed following an affirmative vote of the members of the RHC and by amending this Agreement as provided in Section 12 below.
- L. The RHC may adopt a set of bylaws setting forth the manner in which it will perform its functions.

5. Scope of Work.

- A. The responsibilities of the RHC SHALL include, but are not limited to:
 - i. Making recommendations to regional elected and appointed leaders on funding decisions related to implementing the five year HCRP and expanding shelter and affordable housing, including but not limited to ESSHB 2163, SHB 2060, ESSHB 1277 funds, HOME, CHG, HEN, SHB 1406, County Home Fund and Olympia Home Fund dollars and other funding sources as may be created or identified in the future.
 - ii. Recommending an annual RHC budget, which shall detail the authorized expenditures for the coming fiscal year, for approval by the governing body of each Jurisdiction. The fiscal year for the RHC shall be July 1 to June 30.
 - iii. Establishing an annual RHC work plan, specifying the activities planned for the coming fiscal year, to accompany the recommended annual budget.
 - iv. Submitting an annual report to the governing body of each Jurisdiction, apprising that Jurisdiction of the tasks undertaken and accomplishments of the RHC in the previous fiscal year.
- B. The responsibilities of the RHC MAY include, but are not limited to:
 - i. Monitoring the five-year HCRP and support actions necessary to implement the plan.

- ii. Identifying and supporting projects, programs, and policies that increase shelter and affordable housing throughout the region.
- iii. Identifying and supporting projects, programs, and policies that further the objectives of the HCRP and will reduce the number of unsheltered individuals living in the Jurisdictions.
- iv. Identifying and supporting the construction and operation of supportive housing options and units in the Jurisdictions.

Serving as a regional forum for development and implementation of policies, programs, and projects related to homelessness and affordable housing.

- v. Developing communication protocols to assist local elected officials and the community in understanding the extent and nature of the homeless and housing crisis in the Jurisdictions.
- vi. Considering changes to the organization structure necessary to create organizational capacity to effectively carry out these responsibilities over the long term. This may include a review of role and relationship between the RHC and the HHH, HAT, and other groups playing a role in the housing and homeless policy development and funding decisions.
- vii. Taking other appropriate and necessary action to carry out the purposes of this Agreement, provided that any commitment of resources outside the scope of the annual budget or policies not within the annual work plan shall be subject to the ultimate approval of the governing bodies.

6. Funding.

- A. Members agree to pool funding including, but not limited to, ESHB 2163, SHB 2060, ESSHB 1277, HOME, CHG, SHB 1406, Human Services Fund (HSF), County Home Fund, Olympia Home Fund, and other related funding sources as may be identified or created in the future to the extent allowed by federal and state law.
- B. The Jurisdictions comprising 5% or more of the County population shall allocate a minimum annual amount equal to not less than one half of one percent of the last full year of general sales and use taxes pursuant to RCW 82.14.030(1) as of the time the jurisdiction is adopting its budget to HSF for projects, programs, and activities providing direct support to our Jurisdictions' most vulnerable residents. For example, the 2020 funding contribution for a jurisdiction adopting its budget in the fall of 2019 would be based upon the 2018 full year of collections. In addition, any jurisdiction may choose to contribute additional funding subject to the approval of its Council and the requirements of the applicable fund source. The funds will be incorporated as part of the RHC's purview. Funds remaining at the end of the calendar year shall be available for expenditure in the following year. The Lead Agency shall earmark such funds for future expenditures, and, if necessary, budget the same in the adoptive budget for the ensuing year.

- i. The Lead Agency will utilize 10% of the annual required funding contribution by the participating Jurisdictions, pursuant to Section 6.B, above, for administrative costs, such as contract and fiscal management.
 - ii. Jurisdictions that individually comprise less than 5% of the county population shall be exempt from the HSF allocation.
- C. All funds contributed by members of the RHC and any other funds devoted to the purposes set forth in this Agreement, shall be deposited in the treasury of the Lead Agency, as described in Section 8, for the period in which the funds are to be expended.
- D. The SHB 2060 surcharge funds will be used as the twenty-five percent (25%) match requirement for HOME entitlement funds.
- E. Unspent funds may be carried over and used in subsequent years to the extent allowed by federal and state law for projects, programs, and activities consistent with this Agreement.
- F. The RHC will make funding recommendations and will serve in an advisory capacity to the BoCC, which have final approval of awards and distribution of grant funding. The BoCC shall give substantial weight and consideration to the recommendations of the RHC. With respect to the HSF and SHB 1406, the BoCC will authorize funding for these grants but will not deviate from the funding recommendations provided by the RHC.
- G. In the event the BoCC deviates from the funding recommendations provided by the RHC, the BoCC will provide revised recommendations to the RHC for consideration. After the RHC reviews the BoCC revised recommendations, the RHC will submit a final recommendation to the BoCC. The BoCC will assess the recommendations by the RHC and make a final decision.
- H. Jurisdictional allocations of the CDBG fund shall take into consideration the goals, objectives, programs, and projects developed and approved by the RHC.
- I. The Jurisdictions agree to pool SHB 1406 funds received after January 1, 2021, under the following conditions and processes:
 - i. The RHC will determine whether to bond SHB 1406 tax revenue.
 - ii. The Jurisdictions will submit SHB 1406 tax revenue on a quarterly basis to the RHC Lead Agency, which will serve as the contracting agency for pooled SHB 1406 tax revenue.
 - iii. The RHC Lead Agency will abide by SHB 1406 requirements regarding an administrative fee for managing SHB 1406 tax revenue. As of January 2021, the SHB 1406 legislation does not provide for administrative costs.
 - iv. The RHC Lead Agency will coordinate with the Jurisdictions in preparing the

required local and state reporting materials.

- v. The Jurisdictions may not utilize its own SHB 1406 tax revenue prior to adding the funds to the pooled account.
 - vi. SHB 1406 tax revenue and HSF funds collected by the RHC may be returned to local jurisdictions with the approval of the RHC for eligible projects consistent with adopted funding priorities through an annual application process.
- J. With respect to the County Home Fund and Olympia Home Fund revenue, the Interlocal Agreement (ILA) between Thurston County and City of Olympia executed on December 19, 2022, shall be incorporated by reference into this Agreement.

7. Contribution.

- A. Each Jurisdiction that is a member under Section 4.A of this Agreement, shall strive to make an in-kind contribution of up to 0.25 FTE staff to support the work of the RHC. Staff support may include, but is not limited to, participation on Working Teams as defined under Section 9 of this Agreement, tasks identified in the annual work plan required under Section 5.A.c, or tasks to support the operation of the RHC. As needed, Jurisdictions shall discuss dedicating additional staff resources beyond a 0.25 FTE to achieve the annual work plan or to implement special projects.
- B. Costs associated with the operations of the RHC, in excess of the revenues available from program funded administrative allocations, shall be distributed among the Jurisdictions on a pro rata basis using the most recent population figures provided by the State of Washington.
- C. These operational costs may include but are not limited to: staff, office space, furnishing, equipment and supplies, and administrative overhead necessary for the Lead Agency to support the RHC. Where administrative dollars are provided for in the funding source, these funds shall be used to offset operational costs of the RHC to the extent allowed by the funding source. These administrative costs shall be allocated to the Fiscal Agent of the RHC, as described in Section 8 of this Agreement.

8. Lead Agency.

- A. .Thurston County will act as the Fiscal Agent and Lead Agency on behalf of the Jurisdictions in administering all contracts and processing all invoices and receipts. Thurston County shall name a program manager who shall be responsible for the operations of the RHC. The task of the program manager will include, but are not limited to: meeting coordination and agenda preparation in consultation with the chair and vice-chair, preparation of meeting minutes, support to develop and implement the annual work plan, and coordination of the annual request for proposal and award process. The Lead Agency will submit invoices to each Jurisdiction for their share of the costs as identified in Section 6.B.a. The Jurisdiction will remit payment to the

Lead Agency no later than 30 days from the date of the invoice.

- B. The Lead Agency may transfer program or administrative funds to a partner jurisdiction to implement specific RHC-approved tasks or programs on an as-needed basis.
- C. The Lead Agency and Fiscal Agent roles shall be revisited every five (5) years throughout the duration of this Agreement.

9. Working Teams and Advisory Boards.

- A. The RHC may use the following staff Working Teams to inform and support the RHC:
 - i. Technical Working Team to provide objective technical feedback regarding project and policy proposals.
 - ii. Communications Working Team to develop clear and coordinated communications around project and policy proposals and funding recommendations.
- B. Each voting member Jurisdiction that is a member under Section 4.A of this Agreement will assign at least one staff member to participate on each Working Team. The RHC may create additional Working Teams or dissolve Working Teams in accordance with Section 4.I of this Agreement.
- C. The RHC shall establish two Advisory Boards comprised of subject matter experts to make recommendations to the RHC on funding priorities, funding awards, and policies for RHC consideration, as appropriate. The RHC shall approve a Charter that guides the membership, operation, and responsibilities of the Boards.
 - i. Affordable Housing Advisory Board. This Board shall have responsibility for federal HOME Investment Partnership, SHB 2060, SHB 1406, County Home Fund, and Olympia Home Fund and other related capital funding sources as may be identified or created in the future. The RHC shall ensure that this Advisory Board is composed of community members, including private sector stakeholders representing the Jurisdictions and that at least one-third (1/3) of members of this Advisory Board are comprised of residents of Olympia, or represent organizations based or located in Olympia.
 - ii. Homeless Services Advisory Board. This Board shall have responsibility for ESHB 2163, ESSHB 1277, CHG, HEN, and HSF and other related services funding sources as may be identified or created in the future. The Homeless Services Advisory Board will make recommendations on any funding designated for homeless services by the RHC from the Thurston County Home Fund. The RHC recognizes the role of the Homeless Housing Hub (“HHH”) as the local Continuum of Care.

10. Relationship of the Jurisdictions.

This Agreement is for the benefit of the Jurisdictions. No separate legal entity is created by this Agreement. No administrator or joint board is created by this Agreement, although a Fiscal Agent and Lead Agency are established by Section 8 herein. No personal or real property is to be jointly acquired or held. Each Jurisdiction is responsible for directing the work of its staff. RHC members may not direct or supervise the work of staff from another Jurisdiction. An RHC chair or vice-chair may coordinate and work with staff from another Jurisdiction to fulfill the responsibilities of the RHC.

11. Indemnification and Hold Harmless.

- A. To the extent permitted by law, each Jurisdiction agrees to indemnify, defend, and hold harmless the other Jurisdiction, their officers, officials, employees, agents, and volunteers from and against any and all claims, demands, damages, losses, actions, liabilities, expenses, and judgments of any nature whatsoever, including without limitation, court and appeal costs and attorneys' fees, to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, caused by or arising out of any negligent act, errors, or omissions, of that Jurisdiction, its employees, agents, or volunteers or arising out of, in connection with, or incident to that Jurisdiction's performance or failure to perform any aspect of this Agreement.
- B. The Jurisdictions waive their immunity under the Washington State Industrial Insurance Act, Title 51 RCW, to the extent required by this indemnification and hold harmless provision. Provided, however, the foregoing waiver shall not in any way preclude a Jurisdiction from raising such immunity as a defense against any claim brought against a Jurisdiction by any of the Jurisdiction's respective employees. This waiver has been mutually negotiated by the Jurisdictions.
- C. The provisions of this section shall survive the completion or expiration of this Agreement or termination whether termination is by all Jurisdictions, or by one or more Jurisdictions.
- D. The Jurisdictions agree to support each other in pursuing these purposes and responsibilities and operate in good faith and partnership in carrying them out. Risk and accountability shall be shared to the extent possible by the Jurisdictions.

12. Amendments.

This Agreement may be amended as needed by mutual written agreement of all Jurisdictions as executed by each Jurisdiction's authorized governing authority as provided in Chapter 39.34 RCW.

13. Termination.

This Agreement may be terminated as to any single Jurisdiction when the terminating Jurisdiction provides written notice to all other Jurisdictions, as set out in Section 14, at least 60 days prior to its intended withdrawal from this Agreement. The withdrawing Jurisdiction agrees to be responsible for its share of any costs incurred or encumbered pursuant to this Agreement through the remainder of the year of such withdrawal.

14. Jurisdiction Representative.

The following are designated as representatives of the respective Jurisdictions. Notice provided for in this Agreement shall be sent to the designated representatives by certified mail to the addresses set forth below. Notice will be deemed received three business days following posting by the U.S. Postmaster.

City of Lacey, c/o City Manager, 420 College Street SE, Lacey, WA 98503

City of Olympia, c/o City Manager, P.O. Box 1967, Olympia, WA 98507

City of Tumwater, c/o City Administrator, 555 Israel Road SW, Tumwater, WA 98501

City of Yelm, c/o Mayor, 106 Second St. SE Yelm, WA 98597

Thurston County, c/o County Manager, 2000 Lakeridge Drive SW, Olympia, WA 98502

15. Governing Law and Venue.

This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each Jurisdiction hereto that this Agreement shall be governed by the laws of the State of Washington both as to its interpretation and performance. Any action of lawsuit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in a court of competent jurisdiction in Thurston County, Washington.

16. Severability.

If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the Jurisdictions' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If any provision of this Agreement is in direct conflict with any statutory provision of the state of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

17. Entire Agreement.

The Jurisdictions agree that this Agreement, is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

18. Non-Waiver of Rights.

The Jurisdictions agree that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

19. Equal Opportunity to Draft.

The Jurisdictions have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Jurisdiction upon a claim that that Jurisdiction drafted the ambiguous language.

IN WITNESS WHEREOF, the Parties hereto have caused this Interlocal Agreement to be executed by the dates and signature herein under affixed. The persons signing this Interlocal Agreement on behalf of the Parties represent that each has authority to execute this Interlocal Agreement on behalf of the Party entering into this Interlocal Agreement.

Thurston County

City of Lacey

Carolina Mejia, Chair of the Board of County
Commissioners

Rick Walk, Acting City Manager

Date

Date

Approved as to form:
JON TUNHEIM
PROSECUTING ATTORNEY

Approved as to form:

By:_____
Deputy Prosecuting Attorney

By:_____
City Attorney

City of Olympia

City of Tumwater

Steven J. Burney, City Manager

Debbie Sullivan, Mayor

Date

Date

Approved as to form:

Approved as to form:

By:_____
City Attorney

By:_____
City Attorney

City of Yelm

Joe DePinto, Mayor

Date

Approved as to form:

By: _____
City Attorney

RHC Interlocal Agreement Version Tracking:

- Original ILA: Executed January 28, 2021
- Amendment #1: Executed April 30, 2021

Regional Housing Council – Advisory Boards

Draft Charter

Purpose

The primary purpose of the Affordable Housing and the Homeless Services Advisory Boards is to make recommendations to the Regional Housing Council (RHC) on priorities, funding, and policies related to federal, state, and local funds that are identified as under the purview of each Board or other tasks approved by the RHC Executive Team.

Advisory Boards in General

Each Board shall consist of a broad-based group of residents and community partners who advise the RHC on how best to invest limited affordable housing and related social service dollars and on policies and procedures on a regional level to meet the most urgent community needs pertaining to affordable housing and homeless services.

The RHC shall accept applications on a semi-annual basis when positions are open from persons wishing to serve on an Advisory Board and shall make recommendations on appointments. The Board of County Commissioners will make formal appointments for service upon the Advisory Boards to the RHC.

If approved by the RHC, a policy regarding stipends for Advisory Board members will be implemented.

Each Board shall have a minimum of 8 voting members and a maximum of 14 appointed voting members. Staff are not be voting members but will support the Boards and be present at meetings as resources.

An individual may only sit on one RHC Advisory Board. An organization may have a representative on more than one Advisory Board.

Each member shall have one vote. A member must be present to vote and may not vote by proxy.

Boards will strive to achieve consensus in making recommendations to the RHC, but a simple majority of the voting and present members at an official meeting is sufficient to forward a recommendation to the RHC.

Term

Member terms shall be up to 3 years. Terms may be renewed once, for a maximum term of 6 years. Following serving a maximum term of 6 years, a member may not serve on the same Board for 3 years before serving a new term. Terms of the initial group of members will be staggered to prevent all terms from expiring at the same time, with at least 50% of the members having an initial 3-year term and up to 50% of the members having an initial 2 year term.

Open positions will be filled on a semi-annual basis, or as-needed to meet the minimum number of Board members.

Roles and Responsibilities

The Boards shall advise the RHC concerning the formulation of processes, procedures, and criteria for carrying out the goals and priorities of the RHC. These goals and priorities are highlighted in the 5-Year Homeless Crisis Response Plan and the Permanent Supportive Housing Framework, as well as subsequent plans supported by the RHC. Specific tasks may include:

- Priority Setting – Review the overall housing and services needs of vulnerable populations and recommend categories of need and priority projects to meet those needs that are in alignment with existing plans, including but not limited to the 5 Year Homeless Crisis Response Plan. Coordination with other stakeholders, the Lived Experience Steering Committee, City Councils, County Commissions, government funders, and other public and private partners to develop these recommendations.
- Funding Allocations – Provide recommendations on proposed allocation of fund dollars.
- Policy Recommendations – Develop or review policies for RHC’s consideration that are related to the program requirements of the fund sources under a Board’s purview.
- Public Communication – Facilitate and recommend outreach to the community about the RHC’s priorities and investments.
- Coordination – Be familiar with other funding plans and funding sources to be able to maximize investment in affordable housing projects.

Officers

Each Advisory Board will appoint a Chair and Vice Chair annually from amongst its members to serve as the Advisory Board’s officers. Elections will be held at the first meeting of the New Year. They shall be elected by a simple majority of appointed members. During the first year the Advisory Board operates, the election shall occur at the first meeting of the Advisory Board with the term lasting until the first meeting of the New Year when the annual election will occur.

The Chair of each Advisory Board will serve as a non-voting member of the RHC. The Vice Chair will serve as the alternate non-voting member of the RHC.

All Board members are required to participate in Open Public Meetings Act training and other Board Orientation training as appropriate.

Meetings

- Advisory Boards may call special meetings in accordance with the Open Public Meetings Act.
- After formation, it is expected that Advisory Boards will establish a regular monthly meeting time and location.

Affordable Housing Advisory Board

The primary purpose of the Affordable Housing Advisory Board is to make recommendations to the RHC on priorities, funding and policies related to the expenditures of the combined county-wide and Olympia Home Fund, federal HOME Investment Partnership, HB 1406, and HB 2060, and any other existing or future fund sources controlled by the RHC and which the RHC may deem appropriate.

Board membership should include representatives from the following groups:

- At least one-third, but no more than one-half of members shall be residents of Olympia or represent organizations located in Olympia.
- At least one member should be a resident of or represent an organization with a housing focus that substantially operates in each of the jurisdictions of Lacey, Tumwater, Yelm, and unincorporated Thurston County.
- Two members should be active members and represent the Thurston Thrives Housing Action Team, or subsequent organization. One member will be an active representative of the Thurston Thrives Affordable Housing Team.
- Two members should represent the Lived Experience Steering Committee, be a current resident of subsidized housing unit, or be eligible to participate in a federally subsidized housing voucher program.

Board composition may include representatives from the following groups, with the intent to have a diverse mix of affordable housing related expertise represented on the Advisory Board with no more than 3 persons representing each of the following categories.

- Affordable housing lender
- Affordable housing developer
- Housing providers
- Coordinated Entry provider
- Behavioral health or primary care provider
- Affordable housing advocate
- Business representative
- Realtors or real estate broker
- By and For Community Member. By and For organizations are operated by and for the community they serve. Their primary mission and history is serving a specific community and they are culturally based, directed, and substantially controlled by individuals from the population they serve. At the core of their programs, the organizations embody the community's central cultural values. These communities may include ethnic and racial minorities; immigrants and refugees; individuals who identify as LGBTQ+, individuals with disabilities or who are deaf; and Native Americans.

The City of Olympia Home Fund Manager and the Thurston County Affordable Housing Manager or appointed staff will be lead staff supporting the work of the Affordable Housing Advisory Board. Staff will act in an administrative role and as liaisons with the RHC.

Homeless Services Advisory Board

The primary purpose of the Homeless Services Advisory Board is to make recommendations to the RHC on priorities, funding and policies related to the expenditures of the Consolidated Homeless Grant (CHG), Housing and Essential Needs (HEN), HB 2163, HB 1277, and Human Services Fund. Additionally, the Homeless Services Advisory Board will make recommendations on any funding designated for homeless services by the RHC from the Thurston County Home Fund.

Board Membership Board membership should include representatives from the following groups:

- At least one member should be a resident of or represent an organization that substantially operates in each of the jurisdictions of Olympia, Lacey, Tumwater, Yelm, and unincorporated Thurston County.
- Two members should be active members and represent the Thurston Thrives Housing Action Team, or subsequent organization. One member will be an active representative of the Homeless Housing Hub, Thurston County's Local Continuum of Care for the Homeless Crisis Response System.
- Two members should come from the Lived Experience Steering Committee or be someone who has experienced homelessness.

Board Members may include representatives from the following groups, with the intent to have a diverse mix of representatives with expertise in homeless services related on the Advisory Board with no more than 3 persons representing each of the following categories. Provider representatives should consider appointing front line staff as well as leadership staff into these positions.

- Homeless outreach provider
- Shelter provider
- Homeless Liaisons from School Districts in the County
- Coordinated Entry provider
- Behavioral health or primary care provider
- Youth and young adult advocate or representative of Youth Advisory Board
- Senior advocate or representative
- Family advocate or representative
- Veterans advocate or representative
- Peer agency
- Domestic violence/Sexual Abuse/Human Trafficking advocate or representative
- Neighborhood representative
- By and For Community Member. By and For organizations are operated by and for the community they serve. Their primary mission and history is serving a specific community and they are culturally based, directed, and substantially controlled by individuals from the population they serve. At the core of their programs, the organizations embody the community's central cultural values. These communities may include ethnic and racial minorities; immigrants and refugees; individuals who identify as LGBTQ+, individuals with disabilities or who are deaf; and Native Americans.

The Thurston County Homeless Response Manager will be lead staff to support the work of the Homeless Services Advisory Board. Staff will act in an administrative role and as liaisons with the RHC.



LACEY CITY COUNCIL MEETING

February 16, 2023

SUBJECT: Lacey Parks, Culture & Recreation Corporate Sponsorship and Naming Rights Policy and City Council Policy 5.13 Review

RECOMMENDATION: Approve the updated Corporate Sponsorship and Naming Rights Policy and City Council Policy 5.13 at a future City Council meeting as recommended by the Parks, Culture and Recreation Board and the Commission on Equity.

STAFF CONTACTS: Rick Walk, Interim City Manager *RW*
Shannon Kelley-Fong, Assistant City Manager *SKF*
Jen Burbidge, Parks, Culture and Recreation Director *JB*

ORIGINATED BY: Parks, Culture & Recreation Department

ATTACHMENTS:

1. [Proposed LPCR Corporate Sponsorship and Naming Rights Policy Amendments \(clean\)](#)
2. [Proposed LPCR Corporate Sponsorship and Naming Rights Policy Amendments \(tracked changes\)](#)
3. [Proposed Sponsorship Questionnaire](#)
4. [Proposed Sponsorship Matrix](#)
5. [Proposed City Council Policy 5.13 Amendments \(tracked changes\)](#)
6. [Proposed Draft Sponsorship Agreement Example \(tracked changes\)](#)

FISCAL NOTE: N/A

PRIOR REVIEW: **Parks, Culture & Recreation Board:**
November 7, 2018
December 5, 2018
September 4, 2019

Lacey City Council:
January 24, 2019
December 12, 2019
January 16, 2020

Parks, Culture & Recreation Board and Commission on Equity:
November 14, 2022

January 25, 2023

BACKGROUND: Lacey Parks, Culture & Recreation (LPCR) relies on partnerships, grants, donations, and sponsorships to offset the cost of providing enjoyable and important services, such as programs, events and facilities to the community.

LPCR is uniquely positioned to partner with a person (an individual, corporation, limited liability company, or any other legal or commercial entity) that provides money, goods or services to help bring programs and events to Lacey and therefore LPCR has a sponsorship program and policy.

The Corporate Sponsorship and Naming Rights Policy, proposed to be changed to Sponsorship and Naming Rights Policy, provides guidance for entering into sponsorship and naming rights agreements in exchange for providing financial or material in-kind support for events, buildings, parks, services and facilities.

This program supports LPCR in their efforts to develop, maintain, improve, support, market and sustain its park assets and programs which in turn benefits customers and the community at large. These types of partnerships generate revenue, reduce expenses, increase awareness of parks, culture and recreation programs and compliment the visitor experience. Importantly, sponsors do not have decision making influence over the programs, events or facilities they are sponsoring. In 2022, the sponsorship program secured just under \$69,000.

Due to recent public concerns about corporate sponsors, the Parks, Culture & Recreation Board and Commission on Equity held two joint meetings, the first on November 14, 2022 to discuss potential updates to the LPCR Corporate Sponsorship and Naming Rights Policy, and the second to review the draft updates staff proposed after considering input from both boards. The full meetings can be viewed here:

November 14, 2022: [Commission on Equity/Board of Park Commissioners Joint Meeting - November 14, 2022 - YouTube](#)

January 25, 2023: [Commission on Equity/Parks, Culture and Recreation Board Joint Meeting - January 25, 2023 - YouTube](#)

In brief, at the November 14, 2022 meeting the advisory bodies discussed the following ideas:

1. Creating a more comprehensive and standardized evaluation process for the City to use when reviewing potential sponsors.
2. Adding language to the policy and other sponsorship related materials (e.g., agreements) in alignment with the City's [draft equity goals](#) (and [commitment to equity](#)).
3. Separating environmental stewardship and equity criteria.

Based on this feedback, the City drafted updates to the Corporate Sponsorship and Naming Rights Policy and brought the edits back to the advisory bodies on January 25, 2023 for further review and discussion.

The updated draft Sponsorship and Naming Rights policy includes:

1. The addition of a Sponsorship Questionnaire, **Attachment 3**, to be completed prior to City staff pursuing or meeting with a potential sponsor. In addition, the City has drafted a Sponsorship Matrix, **Attachment 4**, to enhance the review and decision-making process for future potential sponsorship requests.
2. Further incorporation of the City's equity commitment in the policy, as well as the Sponsorship Questionnaire, **Attachment 3**, Sponsorship Matrix, **Attachment 4**, and draft Sponsorship Agreement, **Attachment 6**.
3. The separation of environmental stewardship and equity criteria.

The Parks Board and Commission on Equity approved the draft changes as amended and recommended to City Council for final approval.

ADVANTAGES:

1. Ensures a more comprehensive and standardized review process of potential sponsors.
2. Enhances alignment with the City's commitment to equity and the draft equity goals.

DISADVANTAGES:

1. None.

CITY OF LACEY PARKS, CULTURE AND RECREATION DEPARTMENT

POLICY NAME: SPONSORSHIP AND NAMING RIGHTS POLICY

1. Purpose

The purpose of this policy is to establish guidelines in the development and management of sponsorship and naming rights programs. The policy will provide guidance for entering into sponsorship and naming rights agreements in exchange for providing financial or material in-kind support for a specified park asset or park programs.

2. Policy Statement

The Lacey Parks, Culture & Recreation Board has determined that a Sponsorship and Naming Rights Policy is necessary and appropriate to seek and secure revenue and in-kind support for the benefit of the Lacey Parks, Culture and Recreation Department (LPCR) in their efforts to develop, maintain, improve, support, market and sustain its park assets and programs which in turn benefits customers and the community at large.

LPCR will actively seek sponsors for events, buildings, parks, services and other facilities for the purpose of generating revenue, reducing expenses, increasing awareness of parks, culture and recreation programs and complementing the visitor experience. LPCR will seek to create and enhance relationships through sponsorships and naming rights arrangements. This goal can be accomplished by providing a method to become associated and involved with the many facilities, activities, and programs provided by the LPCR. The Department provides quality, life-enriching activities to the community, which translates into exceptional visibility for sponsors and supporters. It is the goal of this policy to further sponsorship opportunities for the ultimate benefit of the public.

Sponsors will receive recognition for their financial or in-kind contribution in the form of advertising and signage, in addition to other agreed upon benefits to a level comparable with sponsors' investment, without detracting from the visitor/customer/community member experience or impairing the visual qualities of the facility or event. In addition, some levels of sponsors will be allowed to provide information to City staff, being mindful of organizational values.

It is the policy of LPCR that sponsorship and naming rights solicitation and agreements will exist in accordance with the guidelines set forth in this policy.

3. Definitions

- a. **Naming Rights:** A benefit of specified duration to signify the name or trademark of a designated person as part of the name of the park asset specified in the agreement.
- b. **Park Asset:** Park amenities such as recreation buildings, fields, parks, pavilions, trails and other facilities, rooms, landscaping, art or other physical features owned, operated, or managed by LPCR. Park assets also include marketing assets such as advertising and promotional materials, digital and social media, and signage.
- c. **Parks, Culture & Recreation Board (Parks Board):** A board which makes recommendations to the Director of LPCR, the City Council and other City departments with respect to parks, culture and recreation matters.
- d. **Sponsorship:** Sponsorship is a relationship with a person (an individual, corporation, limited liability company, or any other legal or commercial entity) where that person provides money, goods or services to LPCR over a specified term, and in return, the person receives acknowledgement of the sponsorship via specific benefits such as inclusion in marketing materials, signage, digital media, promotions, onsite activation and display area. The person may also receive other benefits, including certain designations, category exclusivity or the use of the LPCR Department logo.

4. Examples of Types of Sponsorships: (but not limited to)

- a. **Naming Rights:** Persons that are aligned with specific buildings, facilities, fields or areas. Naming sponsors would receive an “ownership” title position, generally over a period of 5 to 25 years.
- b. **Park Partner:** Persons that are connected to the ongoing programming, operations and marketing of LPCR and would be fully integrated on an annual basis with exclusivity in their category.
- c. **Presenting Sponsor:** Persons that are interested in the content and audience demographics of a particular program or event. The presenting sponsor is positioned after the event name, for example “Spring Fling presented by Company Name”.

- d. **Title Sponsor:** Persons that are interested in the content and audience demographics of a particular program or event. The title sponsor is positioned before the event name, providing a strong alignment and ownership of the event, for example “Company Name Spring Fling”.

5. Nonpublic Forum Status

The City’s acceptance of sponsorships, and the advertising included in a sponsorship agreement, does not provide or create a general public forum for expressive activities or for discourse and debate. Rather, as noted, the City’s purpose and intent is to secure additional means of generating revenue to support the LPCR Department in their efforts to develop, maintain, improve, support, market and sustain its park assets and programs. In furtherance of that objective, the City retains strict control over the nature of the sponsors and content accepted for posting online, and in its parks, facilities, and on its property. The City maintains its advertising space as a nonpublic forum.

This policy is intended to provide clear guidance as to the types of advertisements that will allow the City to generate revenue and enhance parks, culture and recreation operations by fulfilling the following important goals and objectives:

- a. Maintain a position of neutrality and preventing the appearance of favoritism or endorsement by the City
- b. Preventing the risk of imposing objectionable, inappropriate or harmful views on a captive audience
- c. Preventing any harm or abuse that may result from running objectionable, inappropriate or harmful advertisements

The City’s sponsorship and advertisement space is a nonpublic forum and, as such, the City will accept only that advertising that falls within the categories of acceptable advertising specified in this viewpoint neutral policy and that satisfies all other access requirements and restrictions provided herein.

6. Disclaimer of Endorsement

The City does not endorse the products, services, or ideas of any sponsor. The City’s acceptance of a sponsorship does not constitute express or implied endorsement of the content or message of the advertisement, including any person, organization, products, services, information or viewpoints contained therein, or of the advertisement sponsor itself. This endorsement disclaimer extends to and includes content that may be found via internet addresses, quick response (QR) codes, and telephone numbers that may appear in posted ads and that direct viewers to external sources of information.

7. Eligibility Criteria

- a. Naming rights or sponsorship benefits are limited to the promotion or recognition of enterprise and/or activities that do not compete, impair or conflict with, the mission, policies, goals or operations of the City of Lacey and LPCR, or designated assets or programs.
- b. Sponsors must support the mission and policies for the City of Lacey and LPCR. In general, the following industries are not eligible for sponsorship with LPCR: religious, gambling, alcohol, cannabis, tobacco, firearms, adult entertainment, and political organizations.
- c. The Director (or designee) may use, but is not limited to, the following criteria when evaluating a sponsorship proposal; in all cases, the Director (or designee) will have the prerogative to accept or reject the proposal:
 - i. The compatibility of the person's background, products, customers and promotional goals with:
 - (1) City of Lacey's mission;
 - (2) LPCR's mission;
 - (3) City of Lacey's Equity values and mission;
 - (4) Environmental stewardship;
 - ii. The person's past record of involvement with the City;
 - iii. Community support for, or opposition to, this proposal or previous agreements;
 - iv. Impact on the community and park or program experience where the sponsorship is implemented;
 - v. The timeliness or readiness of the person to enter an agreement;
 - vi. The actual value in cash, or in-kind goods or services, of the proposal in relation to the benefit to the person; and
 - vii. The operating and maintenance costs associated with the proposal.
- d. At its discretion, LCPR may reject a sponsorship offer. Circumstances under which this may occur include, but are not limited to:
 - i. The potential sponsor seeks to secure a contract, permit; or

- ii. The potential sponsor seeks to impose conditions that are inconsistent with the City's or LPCR's mission, values, policies, and/or planning documents; or
- iii. The potential sponsor seeks to impose conditions that are inconsistent with the City's Equity values; or
- iv. The potential sponsor seeks to impose conditions that are inconsistent with the City's environmental stewardship values; or
- v. Acceptance of a potential sponsorship would create a conflict of interest or policy; or
- vi. The potential sponsor is in litigation with the City of Lacey.

8. Advertising Allowed. The following classes of advertising through sponsorship are allowed online or on City property as authorized:

- a. **Commercial Advertising.** Advertising that is proposing, promoting or soliciting a commercial transaction for the sale, rent, lease, license, distribution or availability of goods, property, services or events for the advertiser's commercial or proprietary interest, or more generally promoting persons that engage in such activities.
- b. **Government Advertising.** Advertising by a federal, state or local government entity that advances specific governmental purpose.
- c. **Nonprofit Public Service Announcements.** Advertising that is sponsored by a nonprofit organization that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and has provided documentary proof of such status, that is directed to the general public or a significant segment of the general public, and that relates to the:
 - 1. Prevention or treatment of illnesses or promotion of personal health;
 - 2. Education, training or employment services;
 - 3. Arts, culture, or special events;
 - 4. Provision of children and family services;
 - 5. Provision of services and programs that provide support to low-income community members, older adults, or people of all abilities; or
 - 6. Solicitation by broad-based contribution campaigns that provide funds or goods to charitable organizations active in the above-listed areas.

9. Advertising Not Allowed: The following classes of advertising through sponsorship are not authorized online or on City property:

- a. **Political Speech.** Advertising that promotes, or opposes a political party, any person or group of persons holding federal, state or local government elected office, the election of any candidate or group of candidates for federal, state or local government offices, or initiatives, referendums or other ballot measures.
- b. **Public Issue Speech.** Advertising that non-incidentally expresses or advocates or appears to express or advocate an opinion, position or viewpoint on a matter of public debate about economic, political, public safety, religious or social issues.
- c. **Religious.** Advertising that promotes or opposes any identifiable or specific religion, religious viewpoint, message or practice.
- d. **Prohibited Products, Services or Activities.** Any advertising that (a) promotes or depicts the sale, rental, or use of, participation in, or images of the following products, services or activities; or (b) that uses brand names, trademarks, slogans or other material that are identifiable with such products, services or activities:
- e. **Tobacco/Vaping/Smoking.** Tobacco, vaping or smoking products, including but not limited to cigarettes, cigars, vaping devices and smokeless (e.g., chewing) tobacco;
- f. **Alcohol.** Beer, wine, distilled spirits or any alcoholic beverage licensed and regulated under Washington law, however, this prohibition shall not prohibit advertising that includes the name of a restaurant that is open to minors;
- g. **Cannabis.** Cannabis, cannabis products, cannabis businesses, or cannabis services;
- h. **Firearms.** Firearms, ammunition or other firearms-related products;
- i. **Adult/ Mature Rated Films, Television Video Games, or Theatrical Presentations.** Adult films rated "X" or "NC-17", or video games rated "A", or theatrical presentations recommended by the sponsor for persons over the age of 18 years;

- j. **Adult Entertainment Facilities.** Adult book stores, adult video stores, adult telephone services, adult internet sites, escort services, nude dance clubs and other adult entertainment establishments;
- k. **Sexual and/or Excretory Subject Matter.** Any advertising that contains or involves any material that describes, depicts or represents sexual or excretory organs or activities in a manner that a reasonably prudent person using prevailing community standards, would find inappropriate for the public parks, culture and recreation environment, including persons under the age of 18.
- l. **False or Misleading.** Any material that is or that the sponsor reasonably should have known is false, fraudulent, misleading, deceptive or would constitute a tort of defamation or invasion of privacy.
- m. **Copyright, Trademark or Otherwise Unlawful.** Advertising that contains any material that is an infringement of copyright, trademark or service mark, or is otherwise unlawful or illegal.
- n. **Illegal Activity.** Any advertising that promotes any activity or product that is illegal under federal, state or local law.
- o. **Profanity and Violence.** Advertising that contains any profane language or employs the use of miscellaneous characters or symbols as a substitute for profane language, or portrays images or descriptions of graphic violence, including dead, mutilated or disfigured human beings or animals, the act of killing, mutilating or disfiguring human beings or animals, or intentional infliction of pain or violent action towards or upon a person or animal.
- p. **Threatening Harm.** Advertising that contains any threat, implied or direct, to harm a particular individual or group of individuals.
- q. **Harmful or Disruptive to Parks System.** Advertising that contains material that is so objectionable as to be reasonably foreseeable that it may result in harm to, disruption of, or interference with, the operation, or business reputation of the City's parks, culture and recreation system. For purposes of determining whether an advertisement contains such material, the City will determine whether a reasonably prudent person, using prevailing community standards, would believe that the material is so objectionable that it is reasonably foreseeable that it may

result in harm to, disruption of, or interference with, the operation, or reputation of the parks, culture and recreation system.

- r. **Adverse to City's Mission and Values.** Promoting or engaging in activities that is in conflict with the City's Mission and Values, as adopted or herein after amended.
- s. **Adverse to City's Equity Values.** Promoting or engaging in activities that is in conflict with the City's *draft* Equity Values (*in brief*), "The City of Lacey champions change that leads to a more equitable society for ALL community members, regardless of race, gender, income, age, sexual orientation, disability, nationality, religion, gender expression, English proficiency, and educational attainment, among other identities, many of which can intersect to create compounding marginalization or privilege." In addition to the City's *draft* Equity Mission of "The City of Lacey is committed to delivering exceptional public services, policies, and programs that integrate equity and social justice as core principles as we continue to grow as a vibrant and thriving community."
- t. **Adverse to Parks, Culture and Recreation.** Promoting or engaging in activities that are in conflict to the commercial or administrative interests of the parks, culture and recreation system, that tends to criticize the quality of service provided by the City, or that tends to criticize parks, culture and recreation generally.
- u. **Discrimination.** Persons that promote discrimination, or have a record of discrimination on the basis of race, creed, color, national origin, age, religion, sex, sexual orientation, gender, gender identity or expression, veteran's status, marital status, genetic information, or the presence of any sensory, mental, or physical disability, or are unable to accept the City's anti-discrimination language.
- v. **Lights, Noise and Special Effects.** Flashing lights, sound makers, mirrors or other special effects that interfere with a safe atmosphere to the public.

10. Government Speech

The provisions of this policy do not apply to the City's government speech, which includes advertising sponsored solely by the City or by the City jointly with another person to communicate any message deemed appropriate by the LPCR.

11. Responsibility

The LPCR Director (or designee) is authorized to enter into sponsorship agreements and smaller area (e.g., single field) naming rights. The Director may seek advice from the Parks Board, or other City advisory body, on proposed agreements.

12. Procedure

Persons proposing to be considered shall submit a Sponsorship Questionnaire to LPCR, **Attachment 1**.

The Director (or Designee) may use the Sponsorship Matrix to help review potential sponsorships, **Attachment 2**.

If the Director (or designee) approves the proposal in principle, staff will draft a sponsorship agreement for signature. This agreement will include the contract relationship; the term; description of fees, commissions, and/or in-kind services provided to LPCR; the marketing rights and benefits provided to the sponsor; and termination provisions. All sponsorship programs are required to have a contract signed by the Director and sponsor organization.

Full park or facility naming rights opportunities will be identified and submitted to the Parks Board for approval to seek a naming rights sponsor. Once a full park or facility naming rights sponsor is approved by Parks Board, it would then need to be approved by City Council (see City Council Policy Manual, Section 5.13 Naming of Public Parks, Trails, Parkways).

ORIGINAL DATE OF ADOPTION: December 4, 2019

Updated: Forthcoming, 202X

CITY OF LACEY PARKS, CULTURE AND RECREATION DEPARTMENT

POLICY NAME: ~~CORPORATE~~ SPONSORSHIP AND NAMING RIGHTS POLICY

~~DATE: December 4, 2019~~

1. Purpose

The purpose of this policy is to establish guidelines in the development and management of sponsorship and naming rights programs. The policy will provide guidance for entering into sponsorship and naming rights agreements ~~with businesses~~ in exchange for providing financial or material in-kind support for a specified park asset or park programs.

2. Policy Statement

The ~~Park Board of Commissioners~~Lacey Parks, Culture & Recreation Board has determined that a Sponsorship and ~~Corporate~~ Naming Rights Policy is necessary and appropriate to seek and secure revenue and in-kind support for the benefit of the Lacey Parks, Culture and Recreation Department (LPCR) in their efforts to develop, maintain, improve, support, market and sustain its park assets and programs which in turn benefits customers and the community at large.

~~The Parks and Recreation Department~~LPCR will actively seek sponsors for events, buildings, parks, services and other facilities ~~from individuals, businesses, corporations, foundations and nonprofit organizations~~ for the purpose of generating revenue, reducing expenses, increasing awareness of parks, culture and recreation programs and complementing the visitor experience. ~~The Parks and Recreation Department~~LPCR will seek to create and enhance relationships ~~with individuals, businesses, corporations and other organizations~~ through ~~commercial~~ sponsorships and naming rights arrangements. This goal can be accomplished by providing ~~local, regional, and national businesses or individuals~~ a method to become associated and involved with the many facilities, activities, and programs provided by the Parks and Recreation DepartmentLPCR. The Department provides quality, life-enriching activities to the community, which translates into exceptional visibility for sponsors and supporters. It is the goal of this policy to further sponsorship opportunities for the ultimate benefit of the public.

Sponsors will receive recognition for their financial or in-kind contribution in the form of advertising and signage, in addition to other agreed upon benefits to a level comparable with sponsors' investment, without detracting from the visitor/customer/community member experience or impairing the visual qualities of the facility or event. In addition, some levels of sponsors will be allowed to provide information to City staff, being mindful of organizational values.

It is the policy of ~~the City of Lacey Parks and Recreation Department~~LPCR that corporate sponsorship and naming rights solicitation and agreements will exist in accordance with the guidelines set forth in this policy.

Definitions

~~— **Sponsorship:** Sponsorship is a relationship with a person (a corporation, limited liability company, or any other legal or commercial entity) business entity where that entity provides money, goods or services to LPCR the City of Lacey Parks and Recreation Department over a specified term, and in return, the business entity receives acknowledgement of the sponsorship via specific benefits such as inclusion in marketing materials, signage, digital media, promotions, onsite activation and display area. The business entity person may also receive other benefits, including certain designations, category exclusivity or the use of the Lacey Park and Recreation Department logo.~~

a. **Naming Rights:** A ~~commercial~~ benefit of specified duration to signify the name or trademark of a designated ~~legal entity~~person as part of the name of the park asset specified in the agreement.

b. **Park Asset:** Park amenities such as recreation buildings, fields, parks, pavilions, trails and other facilities, rooms, landscaping, art or other physical features owned, operated, or managed by ~~the Parks and Recreation Department~~LPCR. Park assets also include marketing assets such as advertising and promotional materials, digital and social media, and signage.

c. ~~Board of Park Commissioners (Park Board)~~ **Parks, Culture & Recreation Board (Parks Board)**

A board which makes recommendations to the Director of ~~Parks and Recreation~~LPCR, the ~~Mayor~~, City Council and other ~~Ceity~~ departments with respect to parks, culture and recreation matters.

d. **Sponsorship:** Sponsorship is a relationship with a person (an individual, corporation, limited liability company, or any other legal or commercial entity) where that person provides money, goods or services to LPCR over a specified term, and in return, the person receives acknowledgement of the sponsorship via specific benefits such as inclusion in marketing materials, signage, digital media, promotions, onsite activation and display area. The person may also receive other benefits, including certain designations, category exclusivity or the use of the LPCR Department logo.

3. Examples of Types of Sponsorships: –(but not limited to)

Park Partner

- a. Naming Rights:** Persons that are aligned with specific buildings, facilities, fields or areas. Naming sponsors would receive an “ownership” title position, generally over a period of 5 to 25 years.
- b. Park Partner:** Persons that are connected to the ongoing programming, operations and marketing of LPCR and would be fully integrated on an annual basis with exclusivity in their category.
- c. Presenting Sponsor:** Persons that are interested in the content and audience demographics of a particular program or event. The presenting sponsor is positioned after the event name, for example “Spring Fling presented by Company Name”.
- d. Title Sponsor:** Persons that are interested in the content and audience demographics of a particular program or event. The title sponsor is positioned before the event name, providing a strong alignment and ownership of the event, for example “Company Name Spring Fling”.

Presenting Sponsor

4. Nonpublic Forum Status

The City’s acceptance of sponsorships, and the advertising included in a sponsorship agreement, does not provide or create a general public forum for expressive activities or for discourse and debate. Rather, as noted, the City’s purpose and intent is to secure additional means of generating revenue to support the Parks and RecreationLPCR Department in their efforts to develop, maintain, improve, support, market and sustain its park assets and programs. In furtherance of that objective, the City retains strict control over the nature of the sponsors and content accepted for posting online, and in its parks, facilities, and on its property. The City maintains its advertising space as a nonpublic forum.

This policy is intended to provide clear guidance as to the types of advertisements that will allow the City to generate revenue and enhance parks, culture and recreation operations by fulfilling the following important goals and objectives:

- 1- **a.** Maintain a position of neutrality and preventing the appearance of favoritism or endorsement by the City

~~2.1.~~ b. Preventing the risk of imposing objectionable, inappropriate or harmful views on a captive audience

~~3.~~ c. Preventing any harm or abuse that may result from running objectionable, inappropriate or harmful advertisements

The City's sponsorship and advertisement space is a nonpublic forum and, as such, the City will accept only that advertising that falls within the categories of acceptable advertising specified in this viewpoint neutral policy and that satisfies all other access requirements and restrictions provided herein.

5. Disclaimer of Endorsement: The City does not endorse the products, services, or ideas of any sponsor. The City's acceptance of a ~~sponsorship advertisement~~ does not constitute express or implied endorsement of the content or message of the advertisement, including any person, organization, products, services, information or viewpoints contained therein, or of the advertisement sponsor itself. This endorsement disclaimer extends to and includes content that may be found via internet addresses, quick response (QR) codes, and telephone numbers that may appear in posted ads and that direct viewers to external sources of information.

6. Eligibility Criteria

a. Naming rights or sponsorship benefits are limited to the promotion or recognition of ~~commercial enterprise and commercial enterprise and/or a~~ activities that do not compete, impair or conflict with, the mission, policies, goals or operations of the City of Lacey and ~~Lacey Parks and Recreation~~ LPCR, or designated assets or programs.

b. ~~Corporate s~~Sponsors must support the mission and policies for the City of Lacey and ~~Lacey Parks and Recreation~~ LPCR. In general, the following industries are not eligible for ~~corporate~~ sponsorship with ~~Lacey Parks and Recreation~~ LPCR: religious, gambling, alcohol, cannabis, tobacco, firearms, adult entertainment, and political organizations.

c. ~~_____~~ The Director (or designee) may use, but is not limited to, the following criteria when evaluating a ~~corporate~~ sponsorship proposal; in all cases, the Director (or designee) will have the prerogative to accept or reject the proposal:

1. i. ~~The compatibility of the corporation's products, customers and promotional goals with the City of Lacey and Lacey Parks and Recreation's~~ LPCR's mission; The compatibility of the entity's person's background, products, customers and promotional goals with:

o ~~the~~ City of Lacey's mission;

o LPCR's mission

o City of Lacey's Equity values and mission

o Environmental stewardship

- ~~— The compatibility of the entity's background, products, customers and promotional goals with the City of Lacey and LPCR's mission;~~
- ~~— The compatibility of the entity's background, products, customers and promotional goals with the City of Lacey's Equity values and mission;~~
- ~~— The compatibility of the entity's background, products, customers and promotional goals with environmental stewardship;~~

1. —

2. ii. The ~~entity~~person's corporation's past record of involvement in community and with the City project;s (expand?);

iii. ~~The desirability of Lacey Parks and Recreation~~LPCR to associate with the potential sponsor's business, image, reputation; Community support for, or opposition to, this proposal or previous agreements;

iv. Impact on the community and park or program experience where the sponsorship is implemented;

3. v. The timeliness or readiness of the ~~entity~~person corporation to enter an agreement;

4. vi. The actual value in cash, or in-kind goods or services, of the proposal in relation to the benefit to the ~~corporation~~person; and

5. ~~Community support for, or opposition to, this proposal or previous agreements;~~

6. vii. The operating and maintenance costs associated with the proposal.; and

7. ~~The corporation's entity's record (amount of time?) of responsible environmental stewardship and race and social equity justice.~~

Ethical Considerations. Sponsorships are an important way in which Parks can obtain additional resources to support the pursuit of its mission. However, sponsorships may come with unintended consequences and, as such, all sponsorship offers need to receive careful consideration. Prior to pursuing any Sponsorship Agreement, the attached Sponsorship Questionnaire must be completed.

On occasion d. At its discretion, ParksLPCR may need to reject a sponsorship offer. Circumstances under which this may occur include, but are not limited to:

i. The potential sponsor seeks to secure a contract, permit; or

- ~~ii. The potential sponsor seeks to impose conditions that are inconsistent with the City's or LPCR's Parks' mission, values, policies, and/or planning documents; or;~~
- ~~iii. The potential sponsor seeks to impose conditions that are inconsistent with the City's Equity values; or~~
- ~~iv. The potential sponsor seeks to impose conditions that are inconsistent with the City's ...environmental stewardship values; or.~~
- ~~v. Acceptance of a potential sponsorship would create a conflict of interest or policy, e.g., a sponsorship from a tobacco company; or;~~
- ~~vi. -The potential sponsor is in litigation with the City of Lacey.~~

~~All entities proposing to be considered shall submit a Sponsorship Questionnaire to LPCR, Attachment 1.~~

~~The Director (or Designee) may use the Sponsorship Matrix to help review potential sponsorships, Attachment 2.~~

7. Advertising Allowed. The following classes of advertising through sponsorship are allowed online or on City property as authorized:

- a. Commercial Advertising.** Advertising that is proposing, promoting or soliciting a commercial transaction for the sale, rent, lease, license, distribution or availability of goods, property, services or events for the advertiser's commercial or proprietary interest, or more generally promoting ~~an entity or entities~~ persons that engage in such activities.
- b. Government Advertising.** Advertising by a federal, state or local government entity that advances specific governmental purpose.
- c. Nonprofit Public Service Announcements.** Advertising that is sponsored by a nonprofit organization that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and has provided documentary proof of such status, that is directed to the general public or a significant segment of the general public, and that relates to the:
 - 1.** Prevention or treatment of illnesses or promotion of personal health;
 - 2.** Education, training or employment services;
 - 3.** Arts, culture, or special events;
 - 4.** Provision of children and family services;

5. Provision of services and programs that provide support to low-income ~~citizens~~community members, ~~senior citizens~~older adults, or people of with all ~~disabilities~~; or

6. ~~S~~solicitation by broad-based contribution campaigns that provide funds or goods to charitable organizations active in the above-listed areas.

8. Advertising Not Allowed: The following classes of advertising through sponsorship are not authorized online or on City property:

a. Political Speech. Advertising that promotes, or opposes a political party, any person or group of persons holding federal, state or local government elected office, the election of any candidate or group of candidates for federal, state or local government offices, or initiatives, referendums or other ballot measures.

b. Public Issue Speech. Advertising that non-incidentally expresses or advocates or appears to express or advocate an opinion, position or viewpoint on a matter of public debate about economic, political, public safety, religious or social issues.

c. Religious. Advertising that promotes or opposes any identifiable or specific religion, religious viewpoint, message or practice.

d. Prohibited Products, Services or Activities. Any advertising that (a) promotes or depicts the sale, rental, or use of, participation in, or images of the following products, services or activities; or (b) that uses brand names, trademarks, slogans or other material that are identifiable with such products, services or activities:

e. Tobacco/Vaping/Smoking. Tobacco, vaping or smoking products, including but not limited to cigarettes, cigars, vaping devices and smokeless (e.g., chewing) tobacco;

f. Alcohol. Beer, wine, distilled spirits or any alcoholic beverage licensed and regulated under Washington law, however, this prohibition shall not prohibit advertising that includes the name of a restaurant that is open to minors;

g. Cannabis. Cannabis, cannabis products, cannabis businesses, or cannabis services;

h. Firearms. Firearms, ammunition or other firearms-related products;

i. Adult/ Mature Rated Films, Television Video Games, or Theatrical Presentations. Adult films rated "X" or "NC-17", or video games rated "A", or theatrical presentations recommended by the sponsor for persons over the age of 18 years, ~~or older~~;

- j. Adult Entertainment Facilities.** Adult book stores, adult video stores, adult telephone services, adult internet sites, escort services, nude dance clubs and other adult entertainment establishments;
- k. Sexual and/or Excretory Subject Matter.** Any advertising that contains or involves any material that describes, depicts or represents sexual or excretory organs or activities in a manner that a reasonably prudent person using prevailing community standards, would find inappropriate for the public parks, [culture](#) and recreation environment, including persons under the age of 18.
- l. False or Misleading.** Any material that is or that the sponsor reasonably should have known is false, fraudulent, misleading, deceptive or would constitute a tort of defamation or invasion of privacy.
- m. Copyright, Trademark or Otherwise Unlawful.** Advertising that contains any material that is an infringement of copyright, trademark or service mark, or is otherwise unlawful or illegal.
- n. Illegal Activity.** Any advertising that promotes any activity or product that is illegal under federal, state or local law.
- o. Profanity and Violence.** Advertising that contains any profane language or employs the use of miscellaneous characters or symbols as a substitute for profane language, or portrays images or descriptions of graphic violence, including dead, mutilated or disfigured human beings or animals, the act of killing, mutilating or disfiguring human beings or animals, or intentional infliction of pain or violent action towards or upon a person or animal.
- p. Threatening Harm.** Advertising that contains any threat, implied or direct, to harm a particular individual or group of individuals.
- q. Harmful or Disruptive to Parks System.** Advertising that contains material that is so objectionable as to be reasonably foreseeable that it may result in harm to, disruption of, or interference with, the operation, or business reputation of the City's parks, [culture](#) and recreation system. For purposes of determining whether an advertisement contains such material, the City will determine whether a reasonably prudent person, using prevailing community standards, would believe that the material is so objectionable that it is reasonably foreseeable that it may result in harm to, disruption of, or interference with, the operation, or reputation of the parks, [culture](#) and recreation system.
- r. Adverse to City's Mission and Values.** Promoting or engaging in activities that is in conflict with the City's Mission and Values, as adopted or herein after amended.

s. Adverse to City's Equity Values. Promoting or engaging in activities that is in conflict with the City's *draft* Equity Values (*in brief*) of "The City of Lacey champions change that leads to a more equitable society for ALL community members, regardless of race, gender, income, age, sexual orientation, disability, nationality, religion, gender expression, English proficiency, and educational attainment, among other identities, many of which can intersect to create compounding marginalization or privilege." In addition to the City's *draft* Equity Mission of "The City of Lacey is committed to delivering exceptional public services, policies, and programs that integrate equity and social justice as core principles as we continue to grow as a vibrant and thriving community."

t. Adverse to Parks, Culture and Recreation. ~~Advertising~~ Promoting or engaging in activities that ~~is~~ are in conflict ~~directly adverse~~ to the commercial or administrative interests of the parks, culture and recreation system, that tends to criticize the quality of service provided by the City, or that tends to criticize parks, culture and recreation generally.

u. Discrimination. ~~Facilities will not be made available to any group or organization~~ Entities Persons that promotes discrimination, or ~~has a~~ have a -record of discrimination on the basis of race, creed, color, national origin, age, religion, sex, sexual orientation, gender, gender identity or expression, veteran's status, marital status, genetic information, age, sexual orientation, or the presence of any sensory, mental, or physical disability, or are unable to accept the City's anti-discrimination language. ~~Permission to use the facility does not constitute an endorsement of a group's philosophies, policies, or beliefs.~~

v. Lights, Noise and Special Effects. Flashing lights, sound makers, mirrors or other special effects that interfere with a safe atmosphere to the public.

9. Government Speech:

The provisions of this policy do not apply to the City's government speech, which includes advertising sponsored solely by the City or by the City jointly with another entity person to communicate any message deemed appropriate by the LPCR Parks and Recreation Department.

10. Responsibility:

The Parks and Recreation LPCR Director (or designee) is authorized to enter into corporate sponsorship agreements and smaller area (e.g., single field) naming rights. The Director may seek advice from the Board of Park Commissioners Parks Board, or other City advisory body, and/or the City's Commission on Equity on proposed agreements, ~~that do not meet the criteria.~~

11. Procedure:s

Persons proposing to be considered shall submit a Sponsorship Questionnaire to LPCR, Attachment 1.

The Director (or Designee) may use the Sponsorship Matrix to help review potential sponsorships, Attachment 2.

If the Director (or designee) approves the proposal in principle, staff will draft a sponsorship agreement for signature. This agreement will include the contract relationship; the term; description of fees, commissions, and/or in-kind services provided to ~~Lacey Parks and Recreation~~LPCR; the marketing rights and benefits provided to the sponsor; and termination provisions. All sponsorship programs are required to have a contract signed by the Director and sponsor organization.

Full park or facility Naming rights opportunities will be identified and submitted to the ~~Board of Park Commissioners~~Parks Board for approval to seek a ~~corporate~~ naming rights sponsor. Once a full park or facility naming rights sponsor is approved by Parks Board, it would then need to be approved by City Council (see City Council Policy Manual Section 5.13 Naming of Public Parks, Trails, Parkways).

ORIGINAL DATE OF ADOPTION: December 4, 2019

Updated: ~~November 15~~Forthcoming, 2022X

LACEY PARKS, CULTURE & RECREATION

SPONSORSHIP QUESTIONNAIRE

To be considered for a Lacey Parks, Culture & Recreation (LPCR) sponsorship, please answer the following questions. The Director (or designee) will use this information when evaluating a sponsorship proposal; in all cases, the Director (or designee) will have the discretion to accept or reject the proposal pursuant to the City of Lacey Parks, Culture and Recreation Sponsorship and Naming Rights Policy.

The definition of “person” in the Sponsorship and Naming Rights Policy and the Sponsorship Questionnaire is: an individual, corporation, limited liability company, or any other legal or commercial entity.

The use of “you” in the Sponsorship Questionnaire refers to which type of “person” has inquired about being a sponsor. Franchises, subsidiaries, or any other subdivision of a corporation will need to answer the following questions with “you” referring to the local company as well as the overall corporation.

CITY OF LACEY MISSION

Our mission is to enrich the quality of life in Lacey for all its citizens, and to build an attractive, inviting, and secure community. Council works in partnership with residents to foster community pride, develop the economy, plan for the future, and the preservation and enhancement of our environment.

- 1) Do your values align with the City of Lacey Mission?

YES

NO (If NO, please describe why/how)

LACEY PARKS, CULTURE & RECREATION VISION

LPCR creates exceptional events, experiences and environments that delight, educate and inspire the human spirit, connecting people to each other and the past, and building a strong, healthy community.

- 2) Do your values align with the LPCR Vision?

YES

NO (if NO, please describe why/how)

CITY OF LACEY EQUITY VALUES - ABBREVIATED (*draft*)

The City of Lacey champions change that leads to a more equitable society for ALL community members, regardless of race, gender, income, age, sexual orientation, disability, nationality,

religion, gender expression, English proficiency, and educational attainment, among other identities, many of which can intersect to create compounding marginalization or privilege.

- 3) Do you support all aspects of these values/this statement?

YES

NO (if NO, please describe why/how)

- 4) The City of Lacey is committed to delivering exceptional public services, policies, and programs that integrate equity and social justice as core principles as we continue to grow as a vibrant and thriving community. Tell us about any equity (including race and social justice) initiatives or work that you have been involved in.

OPEN ENDED

ENVIRONMENTAL STEWARDSHIP

- 5) The City of Lacey is committed to environmental stewardship, sustainability and conservation.

Tell us about any environmental stewardship, sustainability, or conservation initiatives or work that you have been involved in.

OPEN ENDED

COMMUNITY SUPPORT

- 6) Is there any reason community members would be opposed to you sponsoring City programs?

YES (if YES, please describe the circumstances)

NO

OTHER

- 7) Is there anything else you would like the City of Lacey to know?

OPEN ENDED

LACEY PARKS, CULTURE & RECREATION

SPONSORSHIP MATRIX

This tool may be used by staff to help review potential sponsorships.

CONSIDERATIONS	NOTES	DETERMINATION
1) Alignment with City mission		
2) Alignment with LPCR vision		
3) Alignment with City equity values		
4) Alignment with environmental stewardship		
5) Alignment with community support		

5.13 Naming of Public Parks, Trails, Parkways, etc.

It is the policy of the City of Lacey to utilize an established procedure to name public spaces, including public parks, trails, parkways, recreation facilities, community buildings, plazas, open space areas, habitat reserves, memorials, and accessories.

In this policy, "person" refers to an individual, corporation, limited liability company, or any other legal or commercial entity.

Eligibility:

To define the criteria and procedures for naming of public spaces.

Criteria:

In the naming of public spaces, consideration shall be primarily given to:

1. Neighborhood, geographic or common name identification.
2. A natural or geological feature.
3. Significant historical events or cultural attributes.
4. A historical figure.
5. A ~~person~~ individual who that has made a significant land and/or monetary contribution to the park system and ~~who~~ has stipulated the name as a condition of the donation.
6. A ~~person~~ individual who that has contributed exceptional civic service to the City of Lacey.
 - a. Facilities shall not ordinarily be named for living ~~persons~~ persons, except under the following conditions:
 - 1) The ~~individual in his or her~~ person in their lifetime has provided exceptional service to the City of Lacey. This service should be of substantial length and leadership.
 - 2) ~~His or her~~ Their accomplishments must have had a measurable effect upon the quality of life within the community, and be directly related to the parks, culture and recreation movement.
 - 3) They fall under the Sponsorship and Naming Rights policy.
7. A ~~person-business entity or organization~~ that has donated a significant parcel of property or facility, or has provided financing for the acquisition of a public space or provided for significant development of a park and/or element within a park.
8. Naming rights may also be granted to a ~~person-business entity~~ for a mutually agreed upon fee pursuant to the policies and procedures outlined in the Parks, Culture and Recreation ~~Corporate~~ Sponsorship and Naming Rights Policy.

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Procedure:

1. The naming of public spaces should be approached without preconceived notions and with patience and deliberation. Parks, Culture and Recreation ~~Corporate~~ Sponsorship and Naming Rights Policy should be considered prior to making a naming rights decision.
2. Timing is important in naming public spaces, since temporary designations tend to be retained. During the development, a number or street designation will be used until the formal naming of the public space. Whenever possible, naming will be made upon closing a purchase or construction of the public space.
3. Once a name has been approved, it should be considered permanent unless a naming rights contract with a specified term has been agreed upon.
4. Suggestions for names may be solicited from organizations and/or individuals, including residents surrounding the property to be named, at the request of the Lacey Parks Board or at the discretion of the City Council. All written suggestions, solicited or not, shall be acknowledged and recorded for consideration.
5. To avoid duplication, confusing similarity or inappropriateness, the Lacey Parks Board, in considering name suggestions, will review existing names in the park system and surrounding area.
6. The City Council, following public review and/or recommendation by the Lacey Parks Board, shall designate names for parks, culture and recreation facilities. The Lacey City Council will have the prerogative of accepting or rejecting all proposals.
7. All portions of a public space will have, as a general rule, the same name as the entire park, trail or facility. However, elements within a public space may be named separately as long as the name does not detract from the intended identity. Thus, the two names can be used in combination, i.e. Beaver Park 's Cleaver Field or Riverfront Park's Blooming Arboretum.
8. Public spaces shall be identified by the established name, and signs shall be maintained as a source of identity and civic pride.
9. Where appropriate, a "Contributors Corner" may be established to honor those who have made significant contributions to the site.
10. Upon approval of the name, the name will be filed with the Fire Department, 911, the Lacey Police Department or any agency/business that would use names as a reference.

Definitions:

1. Lacey Parks Board - an appointed board of ~~eight~~six members representing the ~~citizens~~
residents of the City of Lacey.
2. Public spaces - all City owned, public parks, parkways, trails, recreation facilities, community buildings, plazas, open space areas, habitat reserves, memorials, and features in the parks.
culture and recreation system of the City of Lacey.
3. Memorials - all sculptures, permanent artwork, fountains, memorial gardens, plazas, and exhibits which honor or commemorate a person(s), group or event.
4. Basic park accessories include typical amenities, i.e. benches, picnic tables, equipment, trees, drinking fountains, ~~game~~-playground equipment and exhibits.

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SPONSORSHIP AGREEMENT

Sponsor

Company to co-sponsor July 3rd Fireworks for \$5,000, Lacey In Tune for \$3,000 level, and Lacey Lighted Parade for \$1,000.

Designation & Rights

- Co-Presenting Sponsor of the July 3rd Fireworks show*
- Lacey in Tune On Stage Sponsor of Summer Entertainment Series* (July/Aug 16 events)
- Presenting Sponsor of the Lacey Lighted Vehicle Parade (Dec)*

Marketing & Advertising

Sponsor may market the events, and include LPCR branding provided all materials to be approved by Recreation Supervisor prior to release.

City of Lacey Parks, Culture & Recreation

Community Engagement

The Parks, Culture & Recreation department will provide memorable moments and special occasions for Company to connect with the community:

- Prominent booth location at sponsored events.
- Provide a tent, a table, chairs and power if needed for sponsor. Power limitations may apply.

Marketing and Advertising

- Inclusion on City website for promotion of sponsored events
- Social media mentions related to sponsored events
- Inclusion in monthly digital newsletter related to sponsored events
- Logo placement and presenting/participating sponsor status in quarterly brochure* event promotions
- Logo placement and presenting/participating sponsor status in other hard copy promotions (posters, flyers, etc.) for sponsored events*
- Signage at events recognizing Company as presenting/participating sponsor
- Prime promotional booth space featuring Company as presenting/participating sponsor at each event

- Press releases and radio PSAs announcing and promoting presenting/participating sponsorship
- Inclusion in any other promotional outlets for sponsored events

Event Visibility and Participation

Fireworks for July 3rd Fireworks Spectacular* and associated benefits

- Named along with 2-3 other sponsors presenting the fireworks
 - Logo prominently displayed on all promotional materials for event
 - Logo featured on College Street Banner
 - Logo on fireworks launch area on the event map
 - Press releases & radio PSAs announcing & promoting presenting sponsorship
 - Reserved parking spaces at event (up to 4)

Lacey in Tune* and associated benefits

- Logo placement as participating sponsor at On Stage Level for all Tue/Wed/Fri performances
 - 6 Tuesday Night children's Entertainment
 - 6 Wednesday noon concerts
 - 4 Friday night concerts & movies
 - Full screen ad and/or one minute commercial on screen during movie nights
 - Logo prominently placed on all promotional pieces
 - Logo placement on stage banners and signage at park during events
 - Logo inclusion on 2 boulevard banners around park in place May-September
 - Opportunity to educate public on battery recycling with booth at an event with pre-event promotion to encourage participation

Lacey Lighted Parade* and associated benefits

- Presenting Sponsor of Lacey Lighted Vehicle Parade*
 - Logo on all promotional pieces, quarterly brochure, event web page
 - Logo/name on participation recognition pieces for parade participants
 - Announced as sponsor throughout the parade and again at the tree lighting ceremony
 - Logo on banner at park with recorded holiday music and stories through December*

*Some benefits may be unavailable or presented differently due to COVID-19. Gatherings are subject to current health mandates. LPCR is working to continue providing quality community events via virtual, hybrid, and socially distanced formats, while keeping our community safe and healthy.

Term and Total

The term of this agreement is 2022-2024 annual total \$9,000, \$27,000 over 3 years.

July 3 payment due April 1, Lacey in Tune due May 1, Lighted Parade due Sept. 1 annually

Event Cancellation Policy

If a sponsored event(s) is canceled for any reason (e.g., weather, government shutdown, performer cancellation

of contract), if the event cannot be rescheduled, City will refund any of the sponsorship payment not already expended (e.g. promotional materials, swag purchased for event on behalf of sponsor) less 10% of total event sponsorship amount for administration expenses.

Force Majeure Event

Neither party shall be deemed in default hereunder and neither shall be liable to the other party if either party is substantially unable to perform its obligations hereunder by reason of any fire, earthquake, flood, tsunami, hurricane, epidemic, accident, explosion, strike, riot, civil disturbance, act of public enemy, embargo, war, military necessity or operations, act of God, any municipal county, state or national ordinance, law or regulation, any executive or judicial order, or similar event beyond such party’s control.

Release and Waiver

The undersigned hereby releases the City from any and all liability for claims which may arise by virtue this agreement and shall defend, indemnify, and hold harmless the City and its officers, agents, and employees, from losses, damages or injuries.

Nondiscrimination

Sponsor understands and acknowledges that it is the policy of the City to promote non-discrimination. As such, Sponsor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services on the basis of race, creed, color, national origin, age, religion, sex, sexual orientation, gender identity and expression, veterans’ status, marital status, genetic information, or the presence of any sensory, mental, or physical disability, and represents and warrants that it complies with all applicable federal, state, and local laws regarding employment.

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This agreement entered into on this _____ day of _____ 20__

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CITY OF LACEY

SPONSOR:

By: _____
Jen Burbidge
Parks, Culture & Recreation Director

By: _____
Owner
Company

FINANCE & ECONOMIC DEVELOPMENT COMMITTEE MINUTES
JANUARY 24, 2023
8:30 A.M. – 9:05 A.M.
REMOTE & IN PERSON

To view the full video or a specific topic you may watch the video-stream on the City of Lacey's
YouTube Channel:

<https://www.youtube.com/watch?v=g5Snre2GoJk&list=PL0fqffnajiWBr9vGxthALOCZ16481WPOnq>

COUNCIL PRESENT: MAYOR RYDER (CHAIR) (REMOTE), DEPUTY MAYOR MILLER,
COUNCILMEMBER GREENSTEIN

STAFF PRESENT: RICK WALK, SCOTT EGGER, SCOTT DEVLIN, WESLEY NGUYEN,
TABETHA RESTOULE

ELECT COMMITTEE CHAIR

PRESENTER: COMMITTEE MEMBERS

ACTION: ELECT MAYOR RYDER AS CHAIR OF THE FINANCE AND ECONOMIC
DEVELOPMENT COMMITTEE

MOTION: MOTION MADE, SECONDED, AND CARRIED BY COUNCILMEMBER GREENSTEIN
AND DEPUTY MAYOR MILLER.

ACTION: APPROVE TO CONTINUE TO MEET THE FOURTH TUESDAY OF THE MONTH AT
8:30 A.M.

MOTION: MOTION MADE, SECONDED, AND CARRIED BY COUNCILMEMBER
GREENSTEIN AND DEPUTY MAYOR MILLER.

ACTION: APPROVE FINANCE & ECONOMIC DEVELOPMENT COMMITTEE AGENDA

MOTION: MOTION MADE, SECONDED, AND CARRIED BY COUNCILMEMBER GREENSTEIN
AND DEPUTY MAYOR MILLER.

2023 MARKET AT THE DEPOT

STAFF: WESLEY NGUYEN, ECONOMIC DEVELOPMENT COORDINATOR

ACTION: INFORMATION ONLY

The Community and Economic Development Department, with help from Parks,
Culture, and Department, managed the pilot operation for the past two years.

In 2022, physical improvements to the food truck court included additional electrical outlets, installation of picnic tables, and sun shades with overhead lighting. There were events held at the food truck court, "Love Local Lacey" and three car shows put on by "South Sound Mopar Car Club" which has helped provide exposure to the food truck court.

The goal for 2023 season will be to host two events each month from April through October at the Depot.

TORO SENTINEL SOLE SOURCE PURCHASE

STAFF: SCOTT DEVLIN, OPERATIONS MANAGER
ACTION: RECOMMEND FORWARDING RESOLUTION DECLARING H.D. FOWLER COMPANY THE SOLE SOURCE OF SUPPLY FOR PURCHASING CELLULAR TORO SENTINEL CONTROLLERS TO FULL CITY COUNCIL.
MOTION: MOTION MADE, SECONDED, AND CARRIED BY DEPUTY MAYOR MILLER AND COUNCILMEMBER GREENSTEIN.

In January 2022, the Parks Maintenance Department was informed that the manufacturer for the City's 69 irrigation controllers were no longer producing parts to service the existing radio communication controllers for Toro Sentinel. Staff were informed that all controllers would need to be upgraded to a new cellular communication version of the controller. A 4-year conservation program was proposed to begin in 2023.

Changing from Toro Sentinel would require the city to install all new cabinets, and some pedestal units would need new concrete pads for the conversion.

Toro Sentinel is also offering a buy back credit for each controller, for an estimated savings of \$13,800. The total cost for the conversion was estimated to be \$539,327.58. Year one of the conversion was approved for the 2023 budget, with a cost of \$175,826.47.

GENERAL GOVERNMENT & PUBLIC SAFETY COMMITTEE
JANUARY 24, 2023
9:31 A.M. – 10:15 A.M.
REMOTE AND IN PERSON

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://www.youtube.com/watch?v=QtWz4Aboe0o>

COUNCIL PRESENT: COUNCILMEMBER KUNKEL (CHAIR), MAYOR RYDER (REMOTE),
COUNCILMEMBER GREENSTEIN

STAFF PRESENT: RICK WALK, SHANNON KELLEY-FONG, KELLY ADAMS, TABETHA
RESTOULE

ACTION: APPROVE THE GENERAL GOVERNMENT & PUBLIC SAFETY COMMITTEE
AGENDA

MOTION: MOTION MADE, SECONDED, AND CARRIED BY MAYOR RYDER AND
COUNCILMEMBER KUNKEL

HOME SHARE PILOT PROGRAM UPDATE

STAFF: SHANNON KELLEY-FONG, ASSISTANT CITY MANAGER
REBECCA HUTCHINSON, SENIOR SERVICES FOR SOUTH SOUND

ACTION: INFORMATION ONLY

The Home Share program is a matchmaking service where Home Providers offer accommodations to Home Seekers in exchange for an agreed upon level of support. The matchmaking service relies on personal reporting and interviewing to determine compatible matches for living arrangements.

During July through December 2022, there were 26 active Home Seekers and five (5) active Home Providers waiting to be matched, and three (3) in process. A total of 33 connections have been made between Seekers and Providers and eight (8) matches altogether.

AGENDA MANAGEMENT BRIEFING

STAFF: KELLY ADAMS, SPECIAL PROJECTS ADMINISTRATOR
ELISSA FONTAINE, DEPUTY CITY CLERK
ACTION: INFORMATION ONLY

The City has been using a legacy version of Granicus Media Manager to process live meetings and display meeting materials since 2011. This current system no longer meets the needs of the City as it continues to grow.

CivilClerk has been selected for the new legislative agenda management system. Staff anticipates implementation will be complete by the second quarter of 2023.