

AMENDED AGENDA

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers

Thursday, June 9, 2022 - 6:00 PM

The City of Des Moines is currently operating under a Proclamation of Emergency issued on March 5, 2020 in response to the COVID 19 Pandemic. As of June 1, 2022 Governor Inslee rescinded the Stay-at-Home order issued on March 23, 2020 and accordingly all Council meetings will be held in Council Chambers, 21630 11th Avenue S, Suite C.

Public Comment is encouraged and will be accepted in the following manner:

- (1) In writing, either by completing a [council comment form](#) or by mail; Attn: City Clerk Office, 21630 11th Avenue S., Des Moines WA 98198 no later than 4:00 p.m. day of the meeting. Please provide us with your first and last name and the city in which you live. Your full name and the subject of your public comment will be read into the record at the Council meeting. Incomplete forms will not be read into the record, however the full correspondence will be attached to the Council packet and uploaded to the website as part of the permanent record.
- (2) In person at the Council meeting by signing up to speak prior to the public comment portion of the meeting.

City Council meeting can also be viewed live on Comcast Channel 21/321 or on the City's [YouTube](#) channel.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC VIA ZOOM/WRITTEN PUBLIC COMMENT

- Item 1. [Written Public Comment](#)
[Public Comment](#)

CITY MANAGER REPORT

- Item 1. ~~SUMMER EVENTS UPDATE~~

- Item 2. EMERGENCY MANAGEMENT UPDATE
[CEMP Power Point](#)

CONSENT CALENDAR

- Item 1. APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers through May 27, 2022 and the payroll transfers through June 5, 2022 in the attached list and further described as follows:

ACH/EFT Vendor Payments	#891-993	\$1,988,806.64
Wires	#1961-1980	\$2,564,763.00
Payroll Checks	#101-102	\$ 314.00
Accounts Payable Checks	#163939-164016	\$ 371,581.45
Payroll Checks	#19484-19487	\$ 9,296.77
Payroll Direct Deposit	#1426-1582	\$ 416,173.48
Payroll Checks	#19488-19492	\$ 5,204.41
Payroll Direct Deposit	#1583-1742	\$ 401,483.30

Total Checks and Wires for A/P and Payroll: \$5,757,623.05

[Approval of Vouchers](#)

- Item 2. APPROVAL OF MINUTES
Motion is to approve the March 31, and April 14, 2022 Regular Council Meeting Minutes and the April 07, 2022 Study Session Minutes.

[Approval of Minutes](#)

- Item 3. COMPREHENSIVE EMERGENCY MANAGEMENT PLAN 2021 (CEMP)
Motion is to adopt Draft Resolution No. 22-025 approving the 2021 Comprehensive Emergency Management Plan for the City of Des Moines.

[Comprehensive Emergency Management Plan 2021 \(CEMP\)](#)

- Item 4. CONTRACT FOR SENIOR SERVICES
Motion is to approve the Professional Services Contract with Wesley for the provision of Senior Services, and authorize the City Manager to sign the Agreement substantially in the form as submitted.

[Contract for Senior Services](#)

- Item 5. ANIMAL CONTROL AND SHELTER SERVICES AGREEMENT AND POLICE GUILD MOU
Motion 1 is to approve the Animal Control and Shelter Services Agreement with Burien CARES in the amount of \$110,000 a year, and

authorize the City Manager to sign the Agreement substantially in the form as attached.

Motion 2 is to approve the MOU with the Des Moines Police Guild authorizing the City to contract out the Animal Control Officer Position to Burien CARES.

[Animal Control and Shelter Services Agreement and Police Guild MOU](#)

Item 6. 2022 DES MOINES FARMERS MARKET AGREEMENT

Motion is to ratify and approve the Agreement with the Des Moines Farmers Market for the 2022 Des Moines Waterfront Farmers Market to be held at the Des Moines Marina Saturdays from June through September.

[2022 Des Moines Farmers Market Agreement](#)

Item 7. DISPOSAL ABANDONED VESSELS WITHIN THE DES MOINES MARINA

Motion is to adopt Draft Resolution No. 22-026, authorizing the removal and/or sale of the abandoned vessels 'Peggy O' (WN6578JE) and 'Hobo' (WN881BM) in an appropriate, financially responsible, and environmentally sound manner.

[Disposal Abandoned Vessels within the Des Moines Marina](#)

Item 8. INTERLOCAL AGREEMENT BETWEEN THE CITIES OF SEATAC, DES MOINES, COVINGTON, AND TUKWILA FOR PLANNING, FUNDING, AND IMPLEMENTATION OF A JOINT MINOR HOME REPAIR PROGRAM

Motion is to approve the Inter-local Agreement between the Cities of SeaTac, Des Moines, Covington, and Tukwila for the Minor Home Repair Program, including the acceptance of \$27,500 for maintenance and repairs in 2022, and authorize the City Manager to sign the Agreement substantially in the form as submitted.

[Interlocal Agreement Between the Cities of SeaTac, Des Moines, Covington, and Tukwila for Planning, Funding, and Implementation of a Joint Minor Home Repair Program](#)

Item 9. DRAFT AQUATIC LANDS LEASE AGREEMENT BETWEEN THE CITY OF DES MOINES AND THE STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES (RCO)

Motion is to approve the Draft Aquatic Lands lease agreement with the Department of Natural Resources for the use of State owned Aquatics land located at the Redondo Boat Launch facility, and direct the City Manager to sign the draft agreement substantially in the form as attached.

[Draft Aquatic Land Lease Agreement between the City of Des Moines and the State of Washington Department of Natural Resources \(RCO\)](#)

- Item 10. SOUTH 216TH STREET SEGMENT 3 PROJECT - PSE SCHEDULE 74 UTILITY UNDERGROUNDING AGREEMENT RECONCILIATION
Motion is to direct administration to bring forward a budget amendment for the 2022-2027 Capital Improvement Plan and the 2022 Capital budget to include the amended South 216th Street Segment 3 Project as shown (Attachment 1) and as described herein, and include such amendment in the next available budget amendment ordinance.
[South 216th Street Segment 3 Project - PSE Schedule 74 Utility Undergrounding Agreement Reconciliation](#)
- Item 11. AHBL CONSULTANT SERVICES CONTRACT - HOUSING ACTION PLAN
Motion is to approve the Consultant Services Contract with AHBL in the amount of \$75,190.00 for services to prepare the City of Des Moines Housing Action Plan, and further authorize the City Manager to sign substantially in the form as submitted.
[AHBL Consultant Services Contract - Housing Action Plan](#)
- Item 12. LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUESTIONING PRIDE MONTH (LGBTQ) PROCLAMATION
Motion is to approve the Proclamation recognizing June as LGBTQ Pride Month.
[Lesbian, Gay, Bisexual, Transgender, Questioning Pride Month \(LGBTQ\) Proclamation](#)
- Item 13. JUNETEENTH PROCLAMATION
Motion is to approve the proclamation acknowledging June 19, 2022 as a significant date in American history that essentially was one of the last actions of the civil war and confirmed the abolition of slavery.
[Juneteenth Proclamation](#)

NEW BUSINESS

- Item 1. INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION – 10 Minutes

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

(4 minutes per Councilmember) - 30 minutes

PRESIDING OFFICER'S REPORT

EXECUTIVE SESSION

NEXT MEETING DATE

June 23, 2022 City Council Regular Meeting

ADJOURNMENT

Bonnie Wilkins

From: notification@civiclive.com
Sent: Friday, May 13, 2022 8:52 AM
To: _CityCouncil
Subject: Contact Information 2022-05-13 08:52 AM(PST) Submission Notification

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Contact Information 2022-05-13 08:52 AM(PST) was submitted by Guest on 5/13/2022 3:52:13 PM (GMT-08:00) US/Pacific

Name	Value
First Name	Sandy
Last Name	Butler
Address1	23220 14th Ave S
City	Des Moines
State	WA
Zip	98198
Phone	2064060261
Email	mybutler@q.com
Subject	Demolition of Landmark
Comment	The Landmark is beautiful and has been around our entire time of living here the last 36 years. It's sad to see it go, but, it's a must. The money it would cost to renovate it would be ridiculous and it's just sitting there waiting to be vandalized. The new owners will build a beautiful building with beautiful views and will be filled with great new occupants! We (my husband and I) are 100% for the demolition of the Landmark.
Do you wish to speak at the City Council meeting?	No
wantCopy	True
Email address	mybutler@q.com

To view this form submission online, please follow the link below:

review_url

Bonnie Wilkins

From: notification@civiclive.com
Sent: Tuesday, May 24, 2022 10:01 PM
To: _CityCouncil
Subject: Contact Information 2022-05-24 10:00 PM(PST) Submission Notification

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Contact Information 2022-05-24 10:00 PM(PST) was submitted by Guest on 5/25/2022 5:00:39 AM (GMT-08:00) US/Pacific

Name	Value
First Name	Bob
Last Name	Embrey
Address1	15841 12th Av SW
City	Burien
State	WA
Zip	98166
Phone	2066049434
Email	bob.embrey@yahoo.com
Subject	Landmark on the Sound
Comment	Landmark on the Sound is unlike anything on Puget Sound and perhaps the west coast. It is not too late to stop the demolition through technical or other means of law via your proceedings, to coalesce public/private funding, and to save this most unique and significant cultural and historical monument. Please listen to the dozens of experts and fellow politicians from around the state and nation as they tell you it can be done.
Do you wish to speak at the City Council meeting?	No
wantCopy	True
Email address	bob.embrey@yahoo.com

To view this form submission online, please follow the link below:

review_url

Bonnie Wilkins

From: Cheri Halko <cheri.halko@icloud.com>
Sent: Wednesday, June 1, 2022 12:22 PM
To: _CityCouncil
Subject: Quarter deck

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City council and Mayor

I have watch this business and each summer they add more and more crap to their space! This is very upsetting and I wonder why it is being allowed. I moved here in 2014 and was told that if you took green space from marina you had to replace it somewhere in the marina and yet they keep taking to which I'm positive no other business in this city could do. When does this stop? I realize they are in the councils back pocket. It doesn't take a rocket scientist to see all the city council meeting be held there! Also I thought if 3 or more city council members we at a restaurant it was considered a meeting and therefore couldn't be held there. I totally understand everyone in Des Moines loves this place but they don't live here to see all the beautiful green grass around the Harbor Master building being ruined and not replace! It seems to me and others that the city is not playing fair. I believe having any city event at public bar or restaurant is a conflict of interest, if this is how you do business than please spread the wealth! Every business in this city could use that kind of support!

I realize none of you will answer this, but if someone does I would love to meet in person to discuss how and why this is allowed to happen.

Cheri Halko

Sent from my iPad

Bonnie Wilkins

From: Lloyd Lytle <lloydelytle@gmail.com>
Sent: Friday, May 27, 2022 4:36 PM
To: _CityCouncil
Subject: Landmark on the Sound Preservation

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Dear Des Moines City Council,

I'd like to support preservation of Landmark on the Sound as a historical heritage site and see it turned into a place the whole community, state and even nation can benefit from.

Recently, many of us commented on the EIS/SEPA Virtual Meeting. Most people were opposed to demolition and supported preservation. In addition, the Seattle Times is running an article on preservation of Landmark on the Sound, that should be in the Then and Now column of the Sunday Edition sometime in July. They held a photoshoot for supporters on Sunday May 22nd, 2022. Many Des Moines residents were there in support as well as local politicians including J.C. Harris (Des Moines City Council), Karen Kaiser (WA Senator), Tina Orwell (WA Representative), Sue-Ann Hohimer (Mayor of Normandy Park), Dow Constantin (King County Executive), Susan White (Former Des Moines City Council), Peter Kwon (Sea-Tac City Council, and Earnest Thompson (Normandy Park City Council). In addition, Huy Pham of the Washington Trust for Historic Preservation. All were in favor of preserving Landmark on the Sound.

Some promising initiatives were discussed that include: turning it into Des Moines City Hall, forming a community and events center, forming a cultural center, forming an educational center, forming a nature preserve in the land behind the building, city park, state park, adding cafes, restaurants, and shops among other things. This building and land are at the heart of Des Moines history and heritage. They don't make buildings like this anymore. This amazing place was passed on to us by previous generations. It is our duty not only to preserve and enhance it for our generation, but for generations to come. To tear it down and replace it with run-of-the-mill, uninspired, cookie-cutter development like every other city is a travesty to Des Moines culture, heritage, and character, as well as King County and the State of Washington. We are better than that.

In addition, there are serious health hazards associated with demolishing it, even if all safety precautions are taken. The already vulnerable senior population of Judson Park would bear the brunt of the hazardous air, particle, and noise pollution. It could literally be a life and death type of situation for some in that community. They should be able to enjoy their retirement next to the beautiful Landmark on the Sound, along with the peace and tranquility of the nature behind the building. I understand many of the residents at Judson Park have recently delivered a petition to Des Moines City Council on their concerns over demolition, Des Moines resident Jenny Thurston being one of them.

There is also an environmental hazard to tearing it down. Des Moines is famous for its natural aquifers. Many are right beneath Landmark on the Sound and the property. Major demolition and future construction could contaminate our own water supply. This is an extremely unwise move, especially since water supplies are becoming increasingly important in this era of climate change.

There are also many old growth trees on the property behind and around the building. Cutting them down is taking away natural carbon sinks that soak up CO2 from the atmosphere. That is an extremely poor decision and has a negative effect on efforts to combat climate change. We need more trees, not less trees. There are also walking trails among the trees that the public used to be able to walk through and enjoy, which is great for the community.

Wildlife makes its home at Landmark on the Sound as well. Bald eagles fly and perch there, Canadian geese like to forage on the lawn, there are many types of other birds, rabbits and other creatures that call the place home. They are a treasure to Des Moines and should not be pushed out of their home in order to lay down more ugly concrete. There is enough concrete around. We need to preserve and increase our natural habitats, which make Des Moines beautiful and are good for physical, mental, emotional and spiritual health.

There is huge support for preservation. A [Change.org](https://www.change.org/p/zenith-properties-llc-des-moines-wa-adds-landmark-on-the-sound-to-historic-trust?redirect=false) petition started last year has over 3000 signatures in favor of preservation. Here is the link:

<https://www.change.org/p/zenith-properties-llc-des-moines-wa-adds-landmark-on-the-sound-to-historic-trust?redirect=false>

Also, a Facebook post I made of the Seattle Times photoshoot last Sunday has already received over 100 likes from Des Moines Community members in the Des Moines Residents Facebook Group.

Some combination of city, state and private funding can make this work. It is possible and has support.

We look forward to working with you, the current owner of the property, the city, the state and community members in finding a way forward to preserve Landmark on the Sound and pass on this gift and rightful heritage to future Des Moines residents and Washingtonians for generations to come. Thank you.

Sincerely,

Lloyd Lytle Jr.
Des Moines Resident

Bonnie Wilkins

From: charlesodonnell@comcast.net
Sent: Monday, May 23, 2022 3:07 PM
To: _CityCouncil
Subject: Masonic home demolition permit - compelling issues

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

To: Matt Mahoney, Mayor of Des Moines, Washington and City Council et al;
CC: Traci Buxton, JC Harris, Jeremy Nutting, Gene Achziger, Vic Pennington, Harry Steinmetz,

This letter is in response to the pending Masonic home demolition permit currently under consideration by the city of Des Moines.

Unlike previous letters you may have received on this subject, I am looking at the consequences of any action you may choose to take. Setting aside all of the “emotional noise” about the beauty of the site and the historical value of the building, this letter deals with the factual side of the debate.

First and foremost, is the lack of public information concerning the intended use of the property should the permit be granted. Without a clear plan that can be clearly articulated to the public, what assurance does the city and/or the public have regarding the developer’s intention. If the proposed project can demonstrate that a redevelopment effort is a desirable enhancement to the property and the surrounding neighborhood, then the city and the public might enthusiastically support the project.

Instead, we are left to speculate that whatever is planned is probably not an enhancement to the neighborhood or the property itself. This brings up the first point of contention; Compatibility. The “highest and best use” criteria would suggest a high-density project of multi-story residential units, multi-story homes, or perhaps a large retail complex incorporating both residential and commercial space. I would maintain that if such projects are indeed what is planned, those kinds of projects would not be compatible with the surrounding Suburban neighborhood. The city could re-zone this property to preclude such developments, but to-date has chosen not to.

In the event the demolition permit is denied, the developer has essentially three choices; Sell the property to recover its initial investment, propose and develop something on a smaller scale, or appeal the city’s decision, and if the appeal is unsuccessful, the first two options remain. I believe any denial will be appealed, which places the burden on the City to develop compelling arguments that are unlikely to be challenged or overturned. The city could propose a purchase prior to any permit action.

Certainly, the historic nature and historical designation are undisputable, but the city’s unwillingness to purchase the property undercuts that argument. Why doesn’t the city acquire this building for its own use? The city certainly has the taxing and Bond issuance capabilities to accomplish any structural remediation, or environmental mitigations. The city could do so, and link a rejuvenated property to a

Long-term (50-99 years) lease or facility lease to compatible use occupants, such as Judson Park.

The lack of creative mechanisms to preserve the building, while ensuring that the public and the city

can recover and repay Bond holders for instance, is surprising. I believe the city should try to gain ownership of the property in order to better control its destiny while preserving its legacy.

The environmental impacts of any demolition and subsequent re-development offer little comfort. The City would be constructing, operating, maintaining, and protecting any high density project through increased infrastructure maintenance, utility upgrades, fire protection and police protection to the surrounding neighborhood, if high density housing or retail facilities were developed.

Conversely, the lack of transparency currently could leave the developer to conduct almost any kind of business imaginable under the current zoning guidelines. Anything from a pig farm, to a trucking warehouse to an affordable housing tiny village, could probably find enough loopholes in the current zoning, relative to the property's current use are imaginable, if not impracticable.

One possibility would be to siphon off the undeveloped vacant property behind Judson Park and sell that portion to them. I am aware that there is strong interest on their part, and such a move would certainly be compatible on all levels with the surrounding neighborhood, while preserving the uniqueness of the Masonic building itself. The city could do so at an attractive price as the price for preserving such a unique property. The intrinsic value is in the Masonic building, not the back acreage

The city could also enter into a ground lease. This assumes that the city would convert from a ground lease to a sale at some future point in time. This provides the city financial gain on the increase in future value of the under-lying property, while giving the tenant time to recover the cost of any tenant improvements (Structures and grounds), and provides tax revenue to the city in the interim. The city could even consider a 99-year ground lease, convertible at 15 or 20-year intervals, which would make a transaction more affordable while retaining ultimate control. These are just a few of the possibilities for the city to consider.

Finally, besides the unique historical nature and value of the property, the compatibility of any future use, and the environmental impacts of any proposed project, I believe that one other issue is a concern. Once the building is demolished, if the developer cannot get financing, or defaults due to financial difficulties at other projects unassociated with this one, the city could be left with a pile of rubble or empty structures with no means of adequate mitigation. Adequate funding and Bonding of any project must demonstrate that the developer has the Financial Viability to not only demolish the existing structure, but has secured financing to fully develop and complete any proposed project in its entirety.

I believe that in this letter I have provided some solid reasons for the city to deny the demolition permit with compelling arguments that can withstand an appeal, or at least some options if the city can gain ownership. If I were the City Council, I would propose to the developer a buy-back of the property at the same price it was purchased for, and to use that new found control to pursue an approach that is more acceptable to the community, while preserving a unique part of the city's heritage.

Why should the developer be interested in such an arrangement? Currently, they are paying taxes, maintaining the landscape, providing security and incurring ongoing legal costs to name a few. With interest rates climbing, the cost of developing is getting more expensive for everyone. I encourage the city to rethink its strategy and move to deny the demolition permit.

Thank you for your time and consideration.

Charles O'Donnell - Des Moines, Washington
charlesodonnell@comcast.net 253-797-0804

Bonnie Wilkins

From: notification@civiclive.com
Sent: Monday, May 30, 2022 3:10 PM
To: _CityCouncil
Subject: Contact Information 2022-05-30 03:10 PM(PST) Submission Notification

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Contact Information 2022-05-30 03:10 PM(PST) was submitted by Guest on 5/30/2022 10:10:05 PM (GMT-08:00) US/Pacific

Name	Value
First Name	George
Last Name	Pettibone
Address1	23653 Marine View Dr. S.
City	Des Moines
State	WA
Zip	98198
Phone	206-824-6424
Email	gepettibone@comcast.net
Subject	Landmark on the Sound
Comment	Dear Des Moines City Council, I am writing about the following issues surrounding Landmark on the Sound proposed demolition and any other possible future uses: 1) Washington state SEPA instructions clearly state that you cannot separate a land use application into any type of phasing, such as phase 1 tearing down the building and ignoring the obvious question of what the future construction would be. 2) SEPA regulations state that you must honestly fill out the SEPA checklist to tell people exactly what you intend to build on the site. This has not happened at all in the current 14 page SEPA checklist. 3) The state of Washington requires that SEPA LUA must provide one 4 foot by 8 foot plywood sign per 500 linear feet of external property line at a minimum and they must be easy to walk up and read in order to be a form of public notification. The 2 signs that we have found on the property are approximately 15 feet inside the gated, barbed wire fence, making them unreadable to the naked eye. They are not a legitimate form of public notification. 4) Barbed wire fences are not allowed in residential neighborhoods by Des Moines Municipal Code. If someone wanted to get close enough to read the 11x17 inch part of the signs they would have to climb over the barbed wire fence. They would be subject to

arrest for trespassing and could be severely injured by the barbed wire either on the top or bottom of the fencing material. 5) We believe that the city would need to erect about twelve 4x8 foot signs and place them outside the fencing. There is approximately one mile of cyclone fence around this 27 acre property. Washington State SEPA regulations require that the signs be used for public notification. And at this time, the current signage of 2 signs has not met the legal threshold for public notification, since you need a sign every 500 linear feet of external property. 6) Demolition poses a dire health threat to Judson Park Retirement residents. Many residents have critical health issues and would be adversely impacted by airborne dust and debris and noise pollution which would disturb their peace and quiet and not allow them to rest and heal. These residents in the nursing building, northeast corner of Judson Park, are closest to the the Landmark building. Some of these residents come from the hospital and are receiving intensive care, similar to a hospital, and are not there for retirement purposes. It could be a life or death type of impact on them. This is a vulnerable population. They have no idea what the future development would be since it is absent from the SEPA checklist. This is a problem for them. 7) This building is historical icon of Des Moines and Washington State. It is unlike anything in the state. Every boat that goes by and everyone who drives by can see it and marvel. It is nearly a hundred years old and one of the most amazing buildings ever made on the Puget Sound Coast. It needs to be saved and reinvented for future generations. Perhaps the current owners would like to work with the city, county and state and reinvent the Landmark on the Sound in an imaginative way for the next 100 years, just like they do in Rome, Paris, or Berlin. We hope you'll be part of this amazing reinvention that will make Des Moines one of the most amazing cities in the state. Thank you, George Pettibone

Do you wish to speak at the City Council meeting? Yes

wantCopy True

Email address gepettibone@comcast.net

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Bonnie Wilkins

From: notification@civiclive.com
Sent: Thursday, May 12, 2022 4:38 PM
To: _CityCouncil
Subject: Contact Information 2022-05-12 04:38 PM(PST) Submission Notification

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Contact Information 2022-05-12 04:38 PM(PST) was submitted by Guest on 5/12/2022 11:38:27 PM (GMT-08:00) US/Pacific

Name	Value
First Name	Del
Last Name	Rivero
Address1	20711 7th pl so
City	Des Moines
State	WA
Zip	98198
Phone	2064278333
Email	deljrivero@gmail.com
Subject	Underwood park
Comment	Underwood park for Little League State softball championships. July 8-14
Do you wish to speak at the City Council meeting?	No
wantCopy	True
Email address	deljrivero@gmail.com

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Bonnie Wilkins

From: notification@civiclive.com
Sent: Wednesday, May 25, 2022 8:21 PM
To: _CityCouncil
Subject: Contact Information 2022-05-25 08:20 PM(PST) Submission Notification

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Contact Information 2022-05-25 08:20 PM(PST) was submitted by Guest on 5/26/2022 3:20:55 AM (GMT-08:00) US/Pacific

Name	Value
First Name	Quinn
Last Name	Rose
Address1	23237 25th Ave S
City	Des Moines
State	WA
Zip	98198
Phone	2069098953
Email	quinnfsrose@gmail.com
Subject	Let the Landmark Go
Comment	Perhaps many people will write in to express their support of the Landmark on the Sound becoming a historic site for preservation. I am writing to say that although I think the building is beautiful, the economics of trying to take it back from developers doesn't make any sense. We need more housing much more desperately than we need another multi-million dollar restoration project. People don't seem to connect homelessness with lack of housing supply, but it is the biggest cause. Thank you for making sound financial choices with our city funds.
Do you wish to speak at the City Council meeting?	No
wantCopy	
Email address	quinnfsrose@gmail.com

To view this form submission online, please follow the link below:

review_url

Bonnie Wilkins

From: Patrice Thorell <patricethorell@gmail.com>
Sent: Thursday, June 9, 2022 3:35 PM
To: Bonnie Wilkins; tkeane@desmoineswa
Cc: Matt Mahoney; Traci Buxton; council@desmoineswa.gov
Subject: Public Comment- June 9, 2022 City Council Meeting regarding Parks and Recreation Update

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Mayor and City Council,
Thank you for this opportunity to make a public comment.

As the former Director of the Department of Parks, Recreation and Senior Services (1994-2018), and as a current Des Moines resident and business owner, I am extremely concerned about some of the misrepresentations made by current city staff suggesting a lack of responsibility by former staff for the safety of our parks and facilities. The Parks, Recreation, and Senior Services (PRSS) Updates made by City Manager Mathias and Community Development Director Cezar, implied that former PRSS department senior staff neglected their duties regarding public safety. And, that issues regarding the safety of recreation facilities was discovered by the city after the retirements of key staff in 2018.

To be clear, the program management of parks and facilities was the responsibility of the PRSS department staff. However, the responsibility for the ongoing facility safety inspections, maintenance, repairs, and capital construction is and was the responsibility of the Public Works Department. As COO Mr. Brewer and the city's budget documents can verify, these duties and the funding associated with them was transferred to Public Works in 2009 due to severe citywide budget cuts. That responsibility has not changed since that time

Standard operating procedure is for PRSS, Public Works, and South King Fire District to regularly inspected the building conditions and alert the city of deficiencies via written reports, work orders, direct contact, and budget requests. The priority for scheduling and making needed repairs is the responsibility of the Public Works Department.

There was dire concern related to the unsafe sharp edges as on the base of the AT&T cell tower located at the Field House Park as pictured on the update's PowerPoint. This safety issue, in close proximity to the children's play area, was identified by recreation staff and reported to the Building Official, City Attorney (due to the AT&T lease agreement) and Public Works staff. The city's remedy at that time was to place orange safety fencing surrounding the tower.

Exemplary customer service, program quality, and participant safety was an imperative, a value, and a top priority of the city's former PRSS Department staff and I believe that it will continue with its existing and future professional Parks, Recreation, and Senior Services Department staff.

Sincerely,
Patrice Thorell

Sent from my iPhone



CITY COUNCIL REGULAR MEETING

Speaker Sign-Up Sheet

June 09, 2022

	NAME (PLEASE PRINT)	ADDRESS	TOPIC	PHONE/E-MAIL ADDRESS
4	✓ Bree Davidson Caswell	23252 28 th Ave S	Waterland Pride	(206) 354-8081 / breedavidsoncaswell@gmail.com
5	✓ Meagan Palmer			
1	✓ Lloyd Lytle Jr	23929 Maine View Dr.	Landmark on the Sound	(323) 605-5548 lloydelytle@gmail.com
2	✓ Jayme Wagner	26212 17 th Ave So	Animal Control	253-205-1264 - jaerag@hott
3	✓ Kaylene Moon	875 S. 216 th St	SCenter	246-870-4242
	✓ Rick Johnson	Des Moines WA	Redondo	
	✓ George Pettibone	Des Moines	Landmark	
6	✓ Alex Candella	Wesley		



CITY OF DES MOINES COMPREHENSIVE EMERGENCY MANAGEMENT PLAN

Shannon Kirchberg
Director of Emergency Management & Workplace Safety

COMPREHENSIVE EMERGENCY MANAGEMENT PLAN 2021

- Comprehensive Emergency Management Plan (CEMP)
 - Identifies how City departments coordinate emergency management related actions, resources, and activities with other federal, state, county, regional, private-sector, nongovernmental organizations, and the broader community.
- CEMP State Requirements
 - Updated Plan to Washington State every 5 years.
 - State review.
 - State makes recommendations for improvement.
- City Staff - Update Process
 - Started plan review in September of 2021.
 - Worked with Sarah Miller with SK Miller Consulting.
 - Each Department reviewed and rewrote their individual Department Annex.
 - Changed plan format.
 - Submitted to Washington State in February of 2022.



COMPREHENSIVE EMERGENCY MANAGEMENT PLAN 2021

- CEMP Includes:
 - Basic plan.
 - Department Annex's.
 - Essential Elements of Information (EEI's).
 - Inclusive Emergency Communications Plan.
- Revised CEMP for City of Des Moines:
 - Moved away from Emergency Support Functions (ESF).



15 Emergency Support Functions (ESF)



1. Transportation
Department of Transportation



2. Communications
National Communications System



3. Public Works and Engineering
U.S. Army Corps of Engineers



4. Firefighting
Department of Agriculture/Forest Service



5. Emergency Management
Federal Emergency Management Agency



6. Mass Care, Housing, Human Services
Department of Homeland Security
American Red Cross



7. Resource Support
General Services Administration



8. Public Health and Medical Services
Department of Health and Human Services



9. Urban Search and Rescue
Federal Emergency Management Agency



10. Oil and Hazardous Materials Response
Environmental Protection Agency



11. Agriculture and Natural Resource
US Department of Agriculture/Department of the Interior



12. Energy
Department of Energy



13. Public Safety and Security
Department of Homeland Security/Justice



14. Community Recovery, Mitigation, and Economic Stabilization
U.S. Small Business Administration



15. External Communications
Federal Emergency Management Agency

COMPREHENSIVE EMERGENCY MANAGEMENT PLAN 2021

- CEMP Basic Plan:

- Introduction, purpose, and mission.
- Concept of Operations (CONOPS).
- Direction, control, and coordination.
- Organization:
 - Day to day org chart.
 - Emergency Operations Center (EOC)/disaster org chart.
- Responsibilities:
 - Government role.
 - Incident management/critical tasks.

- Communication.
- Administration:
 - Document process and retention.
- Finance.
- Logistics.
- Development and maintenance of plan.
- Appendices:
 - Terms and definitions.
 - Acronyms.
 - Authorities and references.
 - Distribution list.



COMPREHENSIVE EMERGENCY MANAGEMENT PLAN 2021

- Department Annex's:
 - City Clerk/Communications
 - Community Development
 - Court
 - Emergency Management
 - Finance
 - Human Resources
 - Information Technology
 - Legal Services
 - Marina
 - Parks, Recreation and Senior Services
 - Police
 - Public Works and Engineering
- Supporting Plans:
 - Hazard mitigation plan.
 - Inclusive emergency communications plan.
- Pierce College Capstone Project:
 - EOC position descriptions.
 - EOC position task books.
 - EOC position check lists/guides.
 - Homeland Security Exercise and Evaluation Program (HSEEP).
- Additional Plans Needed:
 - Resource typing/tracking.
 - Rapid assessment guide/training.



COMPREHENSIVE EMERGENCY MANAGEMENT PLAN 2021

- Comprehensive Emergency Management Plan:
 - Due to State for review 2021.
 - Extension granted to submit in February 2022.
 - Turnover at the State of Washington Emergency Management Department.
 - Review completed April 13, 2022.



STATE OF WASHINGTON
MILITARY DEPARTMENT
EMERGENCY MANAGEMENT DIVISION
MS: TA-20, Building 20
Camp Murray, Washington 98430-5122
Phone: (253) 612-7000 * FAX: (253) 612-7200
Website: <http://www.mil.wa.gov>

April 13, 2022

Shannon Kirchberg
Emergency Preparedness Manager
21630 11th Avenue South, Suite A,
Des Moines, WA 98108

Re: Des Moines Comprehensive Emergency Management Plan

Dear Manager Kirchberg:

Thank you for submitting your Comprehensive Emergency Management Plan (CEMP) for our review as required under Title 38.52.070 RCW. Congratulations on completing this significant endeavor. Your CEMP demonstrated significant development.

The enclosed documents provide a compilation of recommendations for your next planning and review cycle. Addressing the lawful requirements category will ensure your CEMP's continued consistency with the State CEMP and incorporate industry best practices. The Washington Emergency Management Division (EMD) looks forward to receiving your CEMP again in five years.

To better incorporate the use of core capabilities while also making the CEMP a more operational document, CEMP development has drastically changed in Washington. Should you need additional information and assistance, please contact EMD's Planning Section at, EMDCEMPREVIEW@mil.wa.gov.

Sincerely,

Sharon Wallace
Digitally signed by Sharon Wallace
Date: 2022.04.18 14:43:40 -07'00'

On behalf of,
Robert Ezelle
Director

Enclosures (2)



COMPREHENSIVE EMERGENCY MANAGEMENT PLAN 2021

- CEMP and City Council:
 - Pursuant to DMMC 1.12. Council will perform legislative duties as the situation demands and as requested by the Incident Commander.
 - City Council will receive reports relative to Emergency Management activities as is appropriate.
 - City Council responsibilities during an emergency is to ratify City Manager proclamations, policies and finance requests as needed for timely response as appropriate to an incident.
 - Elected Officials may be called upon to ratify policies and participate in media events as directed by the Public Information Officer (PIO) as requested by the Incident Commander
- Next Steps:
 - Hard copies and digital copies to all Departments; Washington State; King County and all partners
 - Exercise, review and update annually.
- Questions?



CITY OF DES MOINES
Voucher Certification Approval

June 9, 2022

Auditing Officer Certification

Vouchers and Payroll transfers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing, which has been made available to the City Council.

As of **June 9, 2022** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through May 27, 2022 and payroll transfers through June 5, 2022 included in the attached list and further described as follows:

The vouchers below have been reviewed and certified by individual departments and the City of Des Moines Auditing Officer:



Beth Anne Wroe, Finance Director

	# From	# To	Amounts
Claims Vouchers:			
ACH/EFT Vendor Payments	891	993	1,988,806.64
Wires	1961	1980	2,564,763.00
Payroll Checks	101	102	314.00
Accounts Payable Checks	163939	164016	371,581.45
Total claims paid			4,925,465.09

Payroll Vouchers						
Payroll Checks	5/20/2022		19484		19487	9,296.77
Direct Deposit			1426		1582	416,173.48
Payroll Checks	6/3/2022		19488		19492	5,204.41
Direct Deposit			1583		1742	401,483.30
Total Paychecks/Direct Deposits paid						832,157.96
Total checks and wires for A/P & Payroll						5,757,623.05

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MINUTES

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
VIA ZOOM**

Thursday, March 31, 2022 - 5:00 PM

CALL TO ORDER

Mayor Mahoney called the meeting to order at 5:01 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Mayor Mahoney.

ROLL CALL

Council Present:

Mayor Matt Mahoney; Deputy Mayor Traci Buxton; Councilmember Gene Achziger; Councilmember JC Harris; Councilmember Jeremy Nutting; Councilmember Vic Pennington; and Councilmember Harry Steinmetz

Staff Present:

City Manager Michael Matthias; Chief Operations Officer Dan Brewer; City Attorney Tim George; Chief Strategic Officer Susan Cezar; Finance Director Beth Anne Wroe; Harbormaster Scott Wilkins; Assistant Harbormaster Katy Bevegny; Director of Administrative Services-City Clerk Bonnie Wilkins; Deputy City Clerk Taria Keane; Assistant City Attorney Matt Hutchins; Police Chief Ken Thomas; Commander Patti Richards; Principal Planner Laura Techico; Public Works Director Andrew Merges; Director of Parks, Recreation and Senior Services Nicole Nordholm; and Director of Emergency Management and Workplace Safety Shannon Kirchberg

CORRESPONDENCE

- John K Wimpres, Favorable Interaction with Des Moines Police Department

COMMENTS FROM THE PUBLIC VIA WRITTEN COMMENT

- Toni Mills, Continued Failures by Police Oversight and Internal Affairs

Regular Meeting Minutes
March 31, 2022

- Alena Rogers, Graft
- Amanda Barron, Des Moines Animal Control
- Rick Johnson, Street Races

COMMENTS FROM THE PUBLIC VIA ZOOM

- Harry Willis, City Statues

CITY MANAGER REPORT

PARKS, RECREATION & SENIOR SERVICES UPDATE

- Parks, Recreation and Senior Services Director Nordholm gave a PowerPoint Presentation to Council on the Parks, Recreation, and Senior Services Update.

AMERICAN RESCUE PLAN ACT

CONSENT CALENDAR

- Item 1: APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers through March 18, 2022 and payroll transfers through March 18, 2022 in the attached list and further described as follows:
- | | | | |
|--|---|---------------|----------------|
| ACH/EFT Vendor Payments | # | 664-744 | \$1,137,009.48 |
| Electronic Wire Transfer | # | 1917-1919 | \$ 133,802.13 |
| Electronic Wire Transfer | # | 1921-1941 | \$2,316,157.81 |
| Accounts Payable Checks | # | 163725-163796 | \$ 385,614.75 |
| Payroll Checks | # | 19469-19470 | \$ 2,169.23 |
| Direct Deposit | # | 799-952 | \$ 398,970.33 |
| Total Checks for wires for A/P and Payroll | | | \$4,373,723.56 |
- Item 2: SEXUAL ASSAULT AWARENESS MONTH PROCLAMATION
Motion is to approve the Proclamation recognizing April as Sexual Assault Awareness Month.
- Item 3: PUBLIC DEFENDER SERVICES CONTRACT AMENDMENT
Motion is to approve the contract amendment with Stewart MacNichols Harmell, to address the impacts of the Police Body Worn Camera program, and authorize the City Manager to sign the Amendment substantially in the form as submitted.
- Item 4: ARTERIAL STREET PAVEMENT PRESERVATION (REDONDO OVERLAY PROJECT) PERMANENT SIDEWALK EASEMENT

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Motion is to approve the Permanent Sidewalk Easement for King County Tax Parcel ID 720360-1766, and to further authorize the City Manager to sign said easement substantially in the form as submitted.

Direction/Action

Motion made by Councilmember Nutting to approve the Consent Calendar; seconded by Councilmember Pennington.

Councilmember Harris pulled Consent Calendar Item #4.

Councilmember Steinmetz pulled Consent Calendar Item #3.

The remainder of the Consent Calendar passed 7-0.

Council discussed Consent Calendar Item #3.

Motion made by Councilmember Nutting to approve Consent Calendar Item #3 as presented; seconded by Councilmember Pennington.
Motion passed 5-2.

For: Mayor Mahoney; Deputy Mayor Buxton; Councilmembers Nutting, Pennington, and Steinmetz.

Against: Councilmember Harris and Achziger

Council discussed Consent Calendar Item #4.

Motion made by Councilmember Nutting to approve Consent Calendar Item #4 as presented; seconded by Deputy Mayor Buxton.
Motion passed 7-0.

Deputy Mayor Buxton read the Sexual Assault Awareness Month Proclamation into the record.

NEW BUSINESS

Item 1:

ITEM 1:

LIMITS ON MULTI-DAY PARKING ON PUBLIC STREETS WITHIN
THE CITY OF DES MOINES

Staff Presentation: Assistant City Attorney Matt Hutchins

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Motion made by Councilmember Jeremy Nutting to suspend Rule 26(a) in order to enact Draft Ordinance No. 21-045 on first reading; seconded by Councilmember Councilmember Vic Pennington.
Motion Passed 5-2

For: Mayor Matt Mahoney, Councilmember Jeremy Nutting, Deputy Mayor Traci Buxton, Councilmember Vic Pennington, and Councilmember Harry Steinmetz

Against: Councilmember Gene Achziger and Councilmember JC Harris

Motion made by Councilmember Gene Achziger to postpone this item until the April 14, 2022 Council Meeting; seconded by Councilmember Councilmember JC Harris.
Motion Failed 4-3

For: Councilmember Gene Achziger, Councilmember JC Harris, and Councilmember Harry Steinmetz

Against: Mayor Matt Mahoney, Deputy Mayor Traci Buxton, Councilmember Jeremy Nutting, and Councilmember Vic Pennington

Motion made by Councilmember JC Harris to send out mailer to the public; Motion dies for a lack of a second

Motion made by Councilmember Jeremy Nutting to adopt Draft Ordinance 21-045, repealing DMMC 10.16.010 and 10.16.020 and replacing these sections with new parking regulations imposing a 72-hour parking restriction and empowering the Public Works Director to post restrictive parking zones; seconded by Councilmember Councilmember Vic Pennington.
Motion Passed 5-2

For: Mayor Matt Mahoney, Deputy Mayor Traci Buxton, Councilmember Jeremy Nutting, Councilmember Vic Pennington, and Councilmember Harry Steinmetz

Against: Councilmember Gene Achziger and Councilmember JC Harris

Item 2:

ITEM 2:

INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION - 10 Minutes

- No New Items were introduced for future consideration.

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PUBLIC HEARING/CONTINUED PUBLIC HEARING

ITEM 1:

2024 RECOLOGY KING COUNTY COMPREHENSIVE GARBAGE,
RECYCLABLES AND COMPOSTABLES COLLECTION SERVICES
CONTRACT

Staff Presentation: Principal Planner Laura Techico

At 6:45 p.m. Mayor Mahoney opened the Public Hearing.

Principal Planner Techico gave Council a PowerPoint presentation.

Recology Government & Community Relations Manager Quinn Apuzzo
signed up to speak.

No one else had signed up to speak.

Mayor Mahoney asked Council if they had any questions.

At 7:28 p.m. Mayor Mahoney Closed the Public Hearing.

Motion made by Councilmember Jeremy Nutting to extend the existing
Comprehensive Garbage, Recyclables and Compostables Collection
Agreement with Recology King County by two months through
December 31, 2023, and authorize the City Manager to sign the contract
extension substantially in the form as attached; seconded by
Councilmember Deputy Mayor Traci Buxton.
Motion Passed 6-1

For: Mayor Matt Mahoney, Deputy Mayor Traci Buxton, Councilmember
Gene Achziger, Councilmember Jeremy Nutting, Councilmember Vic
Pennington, and Councilmember Harry Steinmetz

Against: Councilmember JC Harris

Motion made by Councilmember Jeremy Nutting to adopt Draft
Resolution No. 22-011 to authorize the City Manager to sign the 2024-
2033 Comprehensive Garbage, Recyclables and Compostables
Collection Services Contract, substantially in the form as attached;
seconded by Councilmember Deputy Mayor Traci Buxton.
Motion Passed 7-0

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

Regular Meeting Minutes
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(4 minutes per Councilmember) - 30 minutes

COUNCILMEMBER GENE ACHZIGER

- Highline Schools Foundation 2022 Goal Star Awards

COUNCILMEMBER JEREMY NUTTING

- No Report

COUNCILMEMBER JC HARRIS

- Proclamations
- Coastal Sensing
- Spoke with Comcast Representative - Terry Davis
- Show Brazil Productions Group
- Des Moines Historical Society
- King County Flood Control District Meeting

COUNCILMEMBER VIC PENNINGTON

- Meeting with City Staff
- Sound Cities Association Meeting

COUNCILMEMBER HARRY STEINMETZ

- Committee Meetings
- Met with City Staff

DEPUTY MAYOR TRACI BUXTON

- Soundside Chamber of Commerce Meeting
- Sound Cities Association Meeting

PRESIDING OFFICER'S REPORT

- King 5 and Entertainment Tonight - How to pronounce Des Moines
- Retirement of Sergeant Bill Shepard
- Statement from City Manager Matthias

Motion made by Councilmember Steinmetz to extend the meeting until 9:00 p.m.; seconded by Councilmember Harris.
Motion passed 7-0.

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CLOSED HEARING

This Closed Hearing was called to order by Mayor Mahoney at 8:00 p.m.

Roll Call

Council Present: Mayor Matt Mahoney; Deputy Mayor Traci Buxton; Councilmembers Gene Achziger, JC Harris, Jeremy Nutting, Vic Pennington, and Harry Steinmetz.

Staff Present: City Manager Michael Matthias; City Attorney Tim George; Police Chief Ken Thomas; Finance Director Beth Anne Wroe; and Administrative Services Director/City Clerk Bonnie Wilkins.

Purpose:

The purpose of the Closed Hearing is to discuss Labor Negotiations under RCW 42.30.140(4)(a). The Closed Hearing is expected to last 30 minutes.

No formal action was taken.

The Closed Hearing lasted 30 minutes.

The meeting adjourned at 8:30 p.m.

EXECUTIVE SESSION

This Executive Session was called to order by Mayor Mahoney at 8:30 p.m.

Roll Call

Council Present: Mayor Matt Mahoney; Deputy Mayor Traci Buxton; Councilmembers JC Harris, Jeremy Nutting, Vic Pennington, and Harry Steinmetz.

Councilmember Gene Achziger recused himself and left the meeting.

Staff Present: City Manager Michael Matthias; City Attorney Tim George; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; Police Chief Ken Thomas; Finance Director Beth Anne Wroe; and Administrative Services Director/City Clerk Bonnie Wilkins.

Purpose:

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The purpose of the Executive is to discuss Potential Litigation under RCE 42.30.110(1)(i). The Executive Session is expected to last 30 minutes.

No formal action was taken.

The Executive Session lasted 30 minutes.

The meeting adjourned at 9:00 p.m.

NEXT MEETING DATE

April 07, 2022 City Council Goal Setting Retreat

ADJOURNMENT

The meeting adjourned at 9:00 p.m.

MINUTES

DES MOINES CITY COUNCIL STUDY SESSION City Council Chambers VIA ZOOM

Thursday, April 7, 2022 - 5:00 PM

CALL TO ORDER

Mayor Mahoney called the meeting to order at 5:00 p.m.

PLEDGE OF ALLEGIANCE

The Flag salute was led by Councilmember Nutting.

ROLL CALL

Council Present:

Mayor Matt Mahoney; Deputy Mayor Traci Buxton; Councilmember Gene Achziger; Councilmember JC Harris; Councilmember Jeremy Nutting; Councilmember Vic Pennington; and Councilmember Harry Steinmetz

Staff Present:

City Manager Michael Matthias; City Attorney Tim George; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; Director of Administrative Services-City Clerk Bonnie Wilkins; Harbormaster Scott Wilkins; Assistant Harbormaster Katy Bevegni; Human Resources Director Adrienne Johnson-Newton; Police Chief Ken Thomas; Commander Patti Richards; Public Works Director Andrew Merges; City Engineer Tommy Owen; Community Development Director Denise Lathrop; Finance Director Beth Anne Wroe; Deputy Finance Director Jeff Friend; Director of Emergency Management and Workplace Safety Shannon Kirchberg; Director of Parks, Recreation and Senior Services Nicole Nordholm; Legislative Advocate Anthony Hemstad; and Deputy City Clerk Taria Keane

COMMENTS FROM THE PUBLIC VIA WRITTEN COMMENT

Note: Comments from the public must be limited to the items of business on the Study Session Agenda per Council Rule 10. Please

Study Session Minutes
April 7, 2022

sign in prior to the meeting and limit your comments to three (3) minutes.

- Mike Halko, Marina Finances
- Rod Hanson, March 10 Meeting Marina Enterprise Fund
- Jackie Hopkins, Animal Control Officer
- Sabrina Souffront, The Landmark
- Jill Wright, Animal Control
- Adina Cherry, Save the Masonic Home
- Shannon Johnson, Animal Control
- Pat Corbin Chao, Are the city and city taxpayers responsible for \$\$\$ damages for lack of animal control resulting in property damage and/or worse personal injury or death
- Gary Malcom, Urgent need for Des Moines animal services

COMMENTS FROM THE PUBLIC VIA ZOOM

- Amanda Barron, Des Moines Animal Control

DISCUSSION ITEMS

- Police Chief Ken Thomas gave Council an update on Animal Control
- Mayor Mahoney and City Manager Matthias presented Council a PowerPoint Presentation on the City Council/City Manager Roles and Responsibilities

Item 1:

GOAL SETTING RETREAT

- Communication
- Public Safety
- Marina
- Parks Programming
- Committees and Miscellaneous

Council discussed Marina Development and Communication

Motion made by Mayor Matt Mahoney to direct the City Manager to look into hiring a consultant to evaluate the communication in the City; seconded by Councilmember Deputy Mayor Traci Buxton.
Motion Passed 5-2

For: Mayor Matt Mahoney, Deputy Mayor Traci Buxton, Councilmember Jeremy Nutting, Councilmember Vic Pennington, and Councilmember Harry Steinmetz

Study Session Minutes
April 7, 2022

Against: Councilmember Gene Achziger and Councilmember JC Harris

Council discussed Public Safety

At 7:21 p.m. Council took a 9 minute break resuming the meeting at 7:30 p.m.

Council discussed the following:

- Programming and Parks & Recreation
- Business and Development
- Councilmember Research Process
- Committee/Meeting Modernizations
- Process Improvements
- Structural Changes
- Conflict of Interest
- Sustainable Airport Master Plan
- Multi Modal Transportation

EXECUTIVE SESSION

NEXT MEETING DATE

April 14, 2022 City Council Regular Meeting

ADJOURNMENT

Direction/Action

Motion made by Councilmember Nutting to adjourn; seconded by Councilmember Steinmetz.

The motion passed 7-0.

The meeting adjourned at 8:57 p.m.

MINUTES

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers VIA ZOOM

Thursday, April 14, 2022 - 5:00 PM

CALL TO ORDER

Mayor Mahoney called the meeting to order at 5:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Harris.

ROLL CALL

Council Present:

Mayor Matt Mahoney; Deputy Mayor Traci Buxton; Councilmember Gene Achziger; Councilmember JC Harris; Councilmember Jeremy Nutting; Councilmember Vic Pennington; and Councilmember Harry Steinmetz

Staff Present:

City Manager Michael Matthias; City Attorney Tim George; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; Finance Director Beth Anne Wroe; Human Resources Director Adrienne Johnson-Newton; Police Chief Ken Thomas; Assistant Police Chief Mark Couey; Commander Patti Richards; Harbormaster Scott Wilkins; Community Development Director Denise Lathrop; Principal Planner Laura Techico; Land Use Planner II-Economic Relief & Resource Coordinator Eric Lane; City Engineer Tommy Owen; Civil Engineer II Tyler Beekley; Director of Parks, Recreation and Senior Services Nicole Nordholm; Director of Emergency Management and Workplace Safety Shannon Kirchberg; Director of Administrative Services-City Clerk Bonnie Wilkins; and Deputy City Clerk Taria Keane

CORRESPONDENCE

- Penley Leonard, City Website

COMMENTS FROM THE PUBLIC VIA WRITTEN COMMENT

- Sandy Butler, JC Harris

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- Jacqueline Carr, Animal Control
- Mike Halko, Marina District
- Kelli Louderback, Animal Control
- Mr. Love, Your excessively high taxes
- Toni Mills, I do not approve of you spending a million on a Pilot Ferry based off a private with no environmental impact done
- Traci Obermeit, Animal Control Officer
- Cara Zemanek, Why have you decided that animal control is not important to DM citizens
- Elizabeth Harrell, Effective Animal Control & Animal Services needed in Des Moines now
- Teresa Briggs, Animal Control Officer
- Shannin Mann – We need an AC officer as neighborhoods with invasive species of birds that scream at all hours of the day is not acceptable.

COMMENTS FROM THE PUBLIC VIA ZOOM

- Todd Feider – Des Moines Yacht Club
- Gary Malcolm – Animal Control solutions needed
- Alisha Malcolm – Why does the community repeatedly report that there are no animal services for residents while the city seeks to assure us there are?

CITY MANAGER REPORT

- SOUTH KING COUNTY COMMUNITY IMPACT FUND UPDATE - PORT OF SEATTLE
 - Andy Gregory, Senior Program Manager for Environmental Engagement at the Port of Seattle and Ilaya Aden, Program Coordinator for Environmental Engagement at the Port of Seattle gave Council a PowerPoint Presentation.

CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers through April 01, 2022 and payroll transfers through April 05, 2022 in the attached list and further described as follows:

ACH/EFT Vendor Payments	#	745-785	\$ 299,538.12
Electronic Wire Transfers	#	1942-1944	\$210,654.90
Accounts Payable Checks	#	163797-163835	\$114,737.05
Payroll Checks	#	19471-19475	\$3,335.37
Payroll Direct Deposit	#	953-1112	\$430,784.68

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Total Checks and Wires for A/P and Payroll: \$1,059,050.12

- Item 2: 2022-2023 ON-CALL GENERAL CIVIL ENGINEERING SERVICES:
PARAMETRIX TASK ASSIGNMENT 2022-03 STORMWATER
MANAGEMENT ACTION PLANNING
Motion is to approve the 2022-2023 On-Call General Civil Engineering
Services Task Order Assignment 2022-03 with Parametrix, Inc.,
providing engineering services support of the Stormwater Management
Action Planning (SMAP) program in the amount of \$135,301.76, and
further authorize the City Manager to sign said Task Order Assignment
substantially in the form as submitted.
- Item 3: ACCEPTANCE OF 2022 WCIA RISK REDUCTION GRANT AWARD
Motion is to ratify the 2022 WCIA Risk Reduction Grant for the Sidewalk
Trip Hazard Removal
and ADA Curb Ramp Upgrade Project.
- Item 4: STATE OF WASHINGTON DEPARTMENT OF ECOLOGY 2021-2023
WATER QUALITY STORMWATER CAPACITY GRANT AGREEMENT
Motion is to approve the State of Washington Department of Ecology
2021-2023 Water Quality Stormwater Capacity Grant Agreement
between the State of Washington Department of Ecology and the City of
Des Moines, and further authorize the City Manager to sign said
Agreement substantially in the form as submitted.

Direction/Action

Motion made by Councilmember Nutting to approve the Consent
Calendar; seconded by Councilmember Steinmetz.
Motion passed 7-0.

PUBLIC HEARING/CONTINUED PUBLIC HEARING

PUBLIC HEARING FOR THE 216TH TOWNHOMES MODIFIED
PRELIMINARY SUBDIVISION APPLICATION, LUA2021-003
Staff Presentation: Principal Planner Laura Techico

At 5:34 p.m. Mayor Mahoney opened the Public Hearing.

Principal Planner Techico gave Council a PowerPoint presentation
regarding the 216th Modified Preliminary Subdivision Application,
LUA2021-003.

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Mayor Mahoney asked each Councilmember if they have had any conversations or conflict of interest.

No Councilmembers have had any conversations or have a conflict of interest.

JC Harris read a statement regarding about the Public Hearing and has no conflict of interest.

The following spoke at the Public Hearing:

Todd McKittirick, Proponent
John Everett, Proponent
Brandon Loucks, Proponent
William Steinke, Opponent

No one else had signed up to speak.

Mayor Mahoney asked Administration if they had any comments.

Mayor Mahoney asked Council if they had any questions.

At 6:14 p.m. Mayor Mahoney Closed the Public Hearing.

Motion made by Deputy Mayor Traci Buxton to adopt Draft Resolution 22-017 to approve the 216th Townhomes preliminary modified subdivision as recommended by staff. seconded by Councilmember Councilmember Jeremy Nutting.
Motion Passed 7-0

NEW BUSINESS

Item 1: **Item 1:**
PASSENGER FERRY PILOT TEST
Staff Presentation: City Manager Michael Matthias

City Manager Matthias gave Council an update on Passenger Ferry Pilot Program.

Motion made by Councilmember Vic Pennington to authorize the City Manager to begin negotiating necessary contracts and agreements for a 2022 passenger ferry pilot program in an estimated amount of \$975,000,

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and to bring them to the City Council for consideration and approval.
seconded by Councilmember Councilmember Jeremy Nutting.
Motion Passed 5-2

For: Mayor Matt Mahoney, Deputy Mayor Traci Buxton, Councilmember
Jeremy Nutting, Councilmember Vic Pennington, and Councilmember
Harry Steinmetz

Against: Councilmember Gene Achziger and Councilmember JC Harris

Item 2:

Item 2:

DRAFT RESOLUTION RECOMMENDING FEDERAL WAY LINK
EXTENSION KDM STATION NAME

Staff Presentation: Chief Operations Officer Dan Brewer

Chief Operations Officer Brewer gave Council a PowerPoint
Presentation regarding the Federal Way Link Extension KDM Station
Name.

Motion made by Councilmember Jeremy Nutting to adopt Draft
Resolution 22-016 recommending that the Sound Transit Board name
the Federal Way Link Extension station at 30th Avenue South and South
236th Street in Kent as the “Kent Des Moines Station” and support
Highline College’s goals to enhance its connection to the station area
and visibility along the FWLE, and direct that the resolution be sent by
letter to the Sound Transit Board for consideration at their May 2022
Board Meeting. seconded by Councilmember Councilmember Vic
Pennington.
Motion Passed 6-1

For: Mayor Matt Mahoney, Deputy Mayor Traci Buxton, Councilmember
JC Harris, Councilmember Jeremy Nutting, Councilmember Vic
Pennington, and Councilmember Harry Steinmetz

Against: Councilmember Gene Achziger

Item 3:

Item 3:

INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION – 10
Minutes

No new items were introduced for future consideration.

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

Regular Meeting Minutes
April 14, 2022

(4 minutes per Councilmember) - 30 minutes

COUNCILMEMBER JC HARRIS

- Touring Puget Sound
- Coho Salmon Release
- Code Enforcement
- 216th Townhome Project

COUNCILMEMBER VIC PENNINGTON

- Environment Committee Meeting
- Des Moines Marina Association Meeting

COUNCILMEMBER HARRY STEINMETZ

- Public Safety/Emergency Management Committee Meeting

COUNCILMEMBER GENE ACHZIGER

- Public Issues Committee Meeting
- Abandoned Vehicles

COUNCILMEMBER JEREMY NUTTING

- Des Moines Marina Association Meeting
- Environment Committee Meeting

DEPUTY MAYOR TRACI BUXTON

- Commented on the Consent Calendar Items # 3 & #4
- Public Safety/Emergency Management Committee Meeting
- King County Conservations Futures Open Space Program Event at Midway Park
- Pacific Highway Business Outreach Program

PRESIDING OFFICER'S REPORT

EXECUTIVE SESSION

- Met with Mayor Erickson from Poulsbo
- Benaroya Hall Mayors' Benefit for Ukraine Refugees
- Transportation Committee Meeting

Regular Meeting Minutes
April 14, 2022

NEXT MEETING DATE

April 28, 2022 City Council Regular Meeting

ADJOURNMENT

Direction/Action

Motion made by Councilmember Pennington to adjourn; seconded by Councilmember Nutting.

The motion passed 7-0.

The meeting adjourned at 7:28 p.m.

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Comprehensive Emergency
Management Plan 2021 (CEMP)

FOR AGENDA OF: June 9, 2022

DEPT. OF ORIGIN: Administration

ATTACHMENTS:

DATE SUBMITTED: May 24, 2022

1. Draft Resolution No. 22-025
2. Comprehensive Emergency Management Plan 2021
3. Letter from Washington State

CLEARANCES:

- ☐ Community Development _____
- ☒ Marina *SW*
- ☐ Parks, Recreation & Senior Services _____
- ☒ Public Works *Andrew Mayas*

CHIEF OPERATIONS OFFICER: *David J. [Signature]*

- ☒ Legal/s/ TG
- ☒ Finance *[Signature]*
- ☐ Courts _____
- ☒ Police _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *[Signature]*

Purpose and Recommendation

The City of Des Moines Comprehensive Emergency Management Plan 2021 (CEMP) has been developed to establish the special policies, guidelines, and procedures that will provide response personnel with the information and guidance required to function quickly and effectively in a disaster situation. It is the goal of this plan to help develop City, business, and resident self-sufficiency for a minimum of 14 days following a disaster. This plan supersedes all previous versions of the Des Moines CEMP.

Suggested Motion

Motion 1: "I move to adopt Draft Resolution No. 22-025 approving the 2021 Comprehensive Emergency Management Plan for the City of Des Moines."

Background

RCW 38.52.070 and chapter 118-30 WAC require each “political subdivision” (defined as any city, town, or county) to establish, by ordinance or resolution, a local emergency management organization or to be a member of a joint local emergency management organization in accordance with the state comprehensive emergency management plan and program.

Each local emergency management organization must develop and update a comprehensive emergency management plan (CEMP). WAC 118-30-030(9) defines the CEMP as:

A written basic plan with elements which address all natural and man-made emergencies and disasters to which [the] political subdivision is vulnerable. The [CEMP] specifies the purpose, organization, responsibilities and facilities of agencies and officials of the political subdivision in the mitigation of, preparation for, response to, and recovery from emergencies and disasters.

Each CEMP must be based on a hazard analysis and must include the elements listed in WAC 118-30-060. This WAC is very detailed and even provides the recommended order and organization of the plan elements and annexes.

The plan must be periodically reviewed and updated, and at least once per calendar year the operational capabilities must be tested by an emergency operations exercise or by an actual local emergency declaration.

Discussion

The purpose of the proposed CEMP is to unify a series of all-hazards documentation that holistically describes the strategies, and responsibilities through which the City of Des Moines emergency management system is organized and managed. This enables the City to prepare for, mitigate against, respond to, and recover from any emergency that could adversely affect the health and safety of Des Moines residents, visitors, and the environment.

Specifically, this CEMP identifies how City departments coordinate emergency management related actions, resources, and activities with other federal, state, county, regional, private-sector, nongovernmental organizations, and the broader community. The CEMP is designed to meet the requirements for a comprehensive emergency management plan as described in Washington Administrative Code 118-30 and Revised Code of Washington 38.52. The CEMP is flexible, adaptable, and scalable to cover the broad range of emergency management functions necessary to address the impacts of the hazards the community faces.

The previous Comprehensive Emergency management Plan was written with a focus on Emergency Support Functions (ESF’s). In the revised Comprehensive Emergency Management Plan, the City chose to shift away from ESF’s and built a Department focused CEMP. This new plan includes Department Annex’s that detail the responsibilities of the department before, during and after an incident.

This plan establishes the emergency management functions and responsibilities of the City of Des Moines and specifies those functions that are the responsibility of other organizations that aid in the response and recovery from hazards that could impact the City.

The CEMP includes the Basic Plan and Department Annexes. These documents comprise the CEMP and describe how City Departments coordinate emergency management related actions, resources, and activities with other federal, state, county, regional, private-sector, and nongovernmental organizations.

The CEMP establishes a mutual understanding of authority, responsibilities, and functions of local government, and provides a basis for incorporating essential agencies and organizations into the emergency management program.

The plan also intends to:

- ☐ Establish the chain of command in a disaster.
- ☐ Clearly outline disaster related functions assigned to government agencies.
- ☐ Identify resources, staffing, and equipment available in the government and private sector.
- ☐ Identify and clarify funding sources during disasters.
- ☐ Provide coordination between agencies to achieve assigned functions.
- ☐ Provide an organizational framework for organizational activities during disasters.

Alternatives

Propose amendments to the Plan or decline to pass the Plan. Neither of these alternatives are recommended.

Financial Impact

Approval of this plan would aid in sustaining financial operations during an emergency.

Additionally, the City of Des Moines is required to have a State approved CEMP on file in order to receive Public Assistance reimbursement for expenses incurred during an emergency that has been declared at the Federal Government level. Without an approved CEMP, the City would be ineligible to receive Public Assistance reimbursement.

In addition, the CEMP is required for the City of Des Moines to apply for Emergency Management Performance Grant (EMPG) funds. The EMPG provides state, local, tribal and territorial emergency management agencies with the resources required for implementation of the National Preparedness System and works toward the National Preparedness Goal of a secure and resilient nation. The EMPG's allowable costs support efforts to build and sustain core capabilities across the prevention, protection, mitigation, response and recovery mission areas. If this were not approved, the City would be ineligible to receive Public Assistance reimbursement EMPG funds.

Recommendation

All participating departments recommend approval of the CEMP.

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CITY ATTORNEY'S FIRST DRAFT, 6/2/2022

DRAFT RESOLUTION NO. 22-025

A RESOLUTION OF THE CITY OF DES MOINES, WASHINGTON, adopting the 2021 Comprehensive Emergency Management Plan for the City of Des Moines.

WHEREAS, the existing and increasing possibility of the occurrence of disasters of unprecedented size and destructiveness has prompted the State of Washington to provide for emergency management by the state and to authorize the creation of local organizations for emergency management in the political subdivisions of the state, and

WHEREAS, in order to insure that preparations of this state will be adequate to deal with such disasters, to insure the administration of state and federal programs providing disaster relief to individuals, and further to insure adequate support for search and rescue operations, and generally to protect the public peace, health, and safety, and to preserve the lives and property of the people of the state, and

WHEREAS, the Legislature has authorized and directed each political subdivision of the state to establish a local organization or to be a member of a joint local organization for emergency management in accordance with the state comprehensive emergency management plan and program pursuant to RCW 38.52.070, and

WHEREAS, any political subdivision proposing such establishment shall submit its plan and program for emergency management to the state director and secure his or her recommendations thereon, and verification of consistency with the state comprehensive emergency management plan, in order that the plan of the local organization for emergency management may be coordinated with the plan and program of the state, and

WHEREAS, subsequent plans must be reviewed in accordance with the director's schedule, and

WHEREAS, on April 13, 2022, the Emergency Management Department of the State of Washington notified the City that the Department had completed its review of the City's draft Comprehensive Emergency Plan and determined that the plan demonstrated significant development, and

Resolution No. ____
Page 2 of 2

WHEREAS, the City Council of the City of Des Moines finds that adoption of the City of Des Moines 2021 Comprehensive Emergency Management Plan is appropriate and necessary to protect the public health and welfare; now therefore,

THE CITY COUNCIL OF THE CITY OF DES MOINES RESOLVES AS FOLLOWS:

Sec. 1. The City Council adopts the 2021 Comprehensive Emergency Management Plan for the City of Des Moines, which is attached to this Resolution as Attachment "A" and by this reference incorporated herein.

Sec. 2. The City Clerk is directed to file one certified copy of this Resolution and Exhibit with the Director of the Washington state department of community development within ninety (90) days of the date of adoption of this Resolution.

PASSED BY the City Council of the City of Des Moines, Washington this ____ day of ____, 2022 and signed in authentication thereof this ____ day of ____, 2022.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

COMPREHENSIVE EMERGENCY MANAGEMENT PLAN



City of Des Moines, WA
December 2021

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DEPARTMENT ANNEXES (Published Separately)

FOREWORD

The City of Des Moines sincerely appreciates the cooperation and support of those agencies, departments, and local jurisdictions that have contributed to the revisions, development and publication of the 2021 City of Des Moines Comprehensive Emergency Management Plan (CEMP).

Coordination of the CEMP represents a committed and concerted effort by the City of Des Moines to emergency management. The CEMP demonstrates the ability of a large number of agencies to work together to achieve a common goal.

Special recognition for the document preparation and integration of materials into this plan goes to the City of Des Moines Emergency Management Committee and City of Des Moines Office of Emergency Management, without whose efforts this document would not have been produced.

The CEMP is one of many efforts to prepare all people in the City of Des Moines for emergencies and disasters. The CEMP was created to align with plans and guidance from King County, the State of Washington, and the Federal Emergency Management Agency. Coordinated plans throughout the State help improve interoperability between local, county, state, and federal levels of government. The CEMP improves our ability to minimize the impacts of emergencies and disasters on people, property, economy, and the environment of the City of Des Moines.

Shannon Kirchberg
Director of Emergency Management
City of Des Moines

LETTER OF PROMULGATION

To All Recipients:

A disaster is a great misfortune, catastrophe, or calamitous event, which results in deaths, injuries, and property damage that cannot be managed through the routine procedures and resources of local government. Both natural and human-caused disasters have occurred in the City of Des Moines in the past and likely will in the future.

It is the policy of the City of Des Moines to provide the emergency organization and resources to minimize the effects of incidents; prepare to respond to disaster situations; maximize population survival; and preserve property; that will ensure the orderly and fast return to normal community life in the City of Des Moines in the event of a natural or technological disaster.

The City of Des Moines Comprehensive Emergency Management Plan (CEMP) has been developed to establish the special policies, guidelines, and procedures that will provide response personnel with the information and guidance required to function quickly and effectively in a disaster situation. It is the goal of this plan to help develop, city, business, and resident self-sufficiency for a minimum of 14 days following a disaster. This plan supersedes all previous versions of the Des Moines CEMP.

It should be understood that emergencies and disasters are dynamic events that require flexibility and the ability to solve challenges that are presented. Circumstances may dictate deviation from this plan in order to have the best possible response. This plan may be supplemented by the King County Comprehensive Emergency Management Plan, the Puget Sound Regional Catastrophic Plan, the Washington State Emergency Management Plan, and other applicable plans.

All city departments are directed to take appropriate actions to implement this plan and to maintain the necessary capabilities required to respond effectively to emergencies and disasters. All outside entities involved in the plan are requested to cooperate with the city in order to coordinate the total disaster response within the community.

Adopted pursuant to the City of Des Moines **[Ordinance/Resolution #]** by the City Council of the City of Des Moines, Washington at its regularly scheduled meeting on **[Month day, year]**.

Matt Mahoney
Mayor,
City of Des Moines

DISTRIBUTION

This plan will be distributed to all participating City Departments, King County Emergency Management, Washington State Emergency Management Division, neighboring cities, other response entities, and the people of Des Moines.

For a full distribution list, see Appendix IV.

[illegible]

I. INTRODUCTION, PURPOSE, MISSION

A. Mission

The City of Des Moines, in order to protect lives, property, and the economic base of the community, and in cooperation with other public and private organizations, will endeavor to mitigate against, prepare for, respond to, and recover from all natural and human-caused emergencies and disasters. The City will prioritize and coordinate the emergency operations and resources to maximize population survival and preservation of property in the City following a disaster.

The day-to-day functions of the City and many local agencies will be interrupted by disaster conditions. Therefore, the employees and resources of those agencies can readily be committed to support the disaster response and recovery efforts. The mission of this plan is to develop well-defined operational guidelines and procedures to ensure an effective, organized response to, recovery from, mitigation against, and preparation for emergencies and disasters in order to save lives, assist disaster survivors, minimize damage, and protect property.

B. Purpose

This plan establishes the emergency management functions and responsibilities of the City of Des Moines and specifies those functions that are the responsibility of other organizations that aid in the response and recovery from hazards that could impact the City.

The CEMP includes the Basic Plan and Department Annexes. These documents comprise the CEMP and describe how City Departments coordinate emergency management related actions, resources, and activities with other federal, state, county, regional, private-sector, and nongovernmental organizations. The CEMP establishes a mutual understanding of authority, responsibilities, and functions of local government, and provides a basis for incorporating essential agencies and organizations into the emergency management program.

The plan also intends to:

- Establish the chain of command in a disaster.
- Clearly outline disaster related functions assigned to government agencies.
- Identify resources, staffing, and equipment available in the government and private sector.
- Identify and clarify funding sources during disasters.
- Provide coordination between agencies to achieve assigned functions.
- Provide an organizational framework for organizational activities during disasters.

C. Scope

This Comprehensive Emergency Management Plan (CEMP) is a local level all-hazards emergency management plan designed to describe the emergency/incident response of the City of Des Moines, Washington. This plan is designed to work in concert with the emergency management plans of organizations likely to be involved in disaster activities in the City.

The CEMP will be used in the event of a widespread disaster, event, or major incident that has the potential or has overwhelmed at least one city department. The City's Emergency Operations Center (EOC) may be used upon the request of an internal department or outside agency to support their operations. The EOC will be activated to a level appropriate to the specific emergency, event, or disaster. When activated, the EOC will utilize the Incident Support Model (ISM) to organize operations, while field operations will be organized under the Incident Command System (ICS).

The CEMP is intended to be "all hazards", covering the entire range of emergency and disaster situations, from natural hazards, to technological hazards created as a byproduct of our modern society. This plan is designed to meet the requirements for a Comprehensive Emergency Management Plan as described in Washington Administrative Code 118-30 and Revised Code of Washington 38.52. It is also intended to be consistent with City Municipal Code Chapter 2.36, Resolution No. 1034, as well as the National Response Framework. For a complete list of related authorities and references, see Appendix III.

D. Situation Overview

This CEMP considers that emergencies and disasters are likely to occur as identified in the King County Threat and Hazard Identification and Risk Assessment (THIRA), and describes:

- Functions and activities necessary to support a successful disaster response.
- Responsibilities identified in City ordinances and other applicable laws.

Des Moines is a mostly residential community situated on the Puget Sound with a population of 32,348. The City hosts relatively little commercial activity and presents a mix of high-end waterfront/view homes and working class neighborhoods made up of single and multi-family housing.

The City of Des Moines has a diverse population with 16.8% of the population being 65 and older and 8.3% of the population under 65 identifying as a person with a disability. Based on the aforementioned, roughly 25.1% of the population

requires special emergency planning that is in adherence with the Americans with Disabilities Act.¹ In addition, while 56.9% of the population identifies as white or Caucasian, 7.4% of the population identify as Black, Indigenous, People of Color (BIPOC.) The next largest populations of the City are Latino (19.9%) and Asian (11.6%). These communities may also require Limited English Proficiency (LEP) planning and accommodations.²

The City of Des Moines has very few major thoroughfares and the topography includes: bluffs, steeps, slopes, creeks and beaches. In addition, the City of Des Moines owns a marina that is fully staffed and supervised by the Harbor Master. It is important to note that the City sits at the south end of Seattle Tacoma International Airport and is home to the Pacific Northwest's Federal Aviation Administration building.

The City of Des Moines adopted the King County Regional Hazard Mitigation Plan on July 16, 2020 with Resolution 1416. This Mitigation Plan includes the hazard risk ranking for the City of Des Moines as follows:

1. Earthquake	High
2. Airplane Crash	High
3. Biological Pandemic	High
4. Severe Weather	Medium
5. Tsunami	Medium
6. Accidental Intentional Infrastructure Failure	Medium
7. Landslides	Low
8. Flood	Low
9. Volcanic Eruption	Low
10. Drought	Low
11. Terrorist Activity & Civil Action	Low
12. Wildland Urban Interface Fire	Low

Key facilities include the City Hall complex, the Police Department, Fieldhouse, Marina/Harbormaster office, and Public Works maintenance facility. South King Fire Station 67, constructed in 1970, houses the City's Emergency Operations Center (EOC). The City of Des Moines Police Department, constructed in 1997 houses the City's Computer Center. The City Hall complex is older and includes the City Municipal Court, Legal, Building and Community Development, Finance and administration.

The City has a professional police force, while fire and EMS activities are provided by South King Fire & Rescue and King County Medic One. City departments

¹ This number is a combination of percentage of people over 65 (16.8%) and persons under 65 with a disability (8.3%). People over 65 are often counted as "disability services eligible" regardless of whether they identify as having a disability. Most individuals over 65 have chronic medical problems that meet ADA requirements and will require special population planning and consideration.

² All census data obtained from: <https://www.census.gov/quickfacts/desmoinescitywashington>

maintain small staffs that are sufficient for normal operations. However, in an incident, they would require substantial mutual aid/outside support.

E. Incident Management Activities

This plan describes the responsibilities of City departments and other entities involved in the various aspects of emergency management in the City of Des Moines, including: prevention, protection, preparedness, response, and recovery actions.

The National Incident Management System (NIMS) provides a nationwide template enabling Federal, State, local governments, private sector, and nongovernmental organizations to work together effectively and efficiently to prevent, prepare for, respond to, and recover from domestic incidents regardless of cause, size, or complexity. Therefore, it is the policy of the City of Des Moines to apply principles of NIMS and specifically the Incident Command System (ICS) to all incident management activities.

F. Planning Assumptions

The information and procedures included in this plan have been prepared utilizing the best information and planning assumptions available at the time of preparation. As the true extent of the impacts of a disaster cannot be known before it occurs, the City can only endeavor to make every reasonable effort to respond based on the situation, information, and resources available at the time. The final outcome of an emergency may be different than the expected outcome based on these assumptions and others.

It is assumed that any of the noted situations could create significant loss of life, injury, property damage, and disruption of essential City services. These situations may also create significant financial, psychological, and sociological impacts on the residents of the community and the City governmental organization.

It is reasonable to assume that, with impending incidents such as storms and floods, warnings will be issued to enable some preparation prior to the event. Other emergencies, such as earthquakes, will come with no advanced warning.

In the event of a severe disaster situation, there are not likely to be any significant assistance from nearby communities, counties, and State or Federal agencies for two weeks or longer. In this situation, the City will need to rely on any available City resources and those of private organizations, businesses, and residents within the City for initial response operations.

II. CONCEPT OF OPERATIONS (CONOPS)

A. Whole Community Involvement

It is the intent of this plan to take a “whole community approach,” being as inclusive as possible in order to provide equitable opportunities for everyone in our community to prepare for, respond to, and recover from disasters. This includes planning with and for people with access and functional needs (AFN), including those with disabilities, children, household pets and service animals, Limited English Proficiency (LEP), and others through the identification of physical, programmatic and, communication needs of the aforementioned groups.

The City will conduct emergency management operations in a fair and equitable manner with zero tolerance for discrimination based on race, color, religion, sex, sexual orientation, national origin, age, disability, or gender identity across all day-to-day or emergency operations.

The City explicitly acknowledges its responsibility to plan for the essential needs of household pets and service animals, as required by law. In addition, the City recognizes that children have different needs than adults and that the city has a responsibility to specifically address those needs in the execution of operational plans.

The City will make every reasonable attempt and accommodation to conduct emergency management operations consistent with the U.S. Department of Justice guidelines for making community emergency preparedness and response programs accessible to people with disabilities and access and functional needs.

LEP Program requirements

An Emergency Communications Proficiency Plan (published separately) was developed to support the City in better communicating life-safety messages to people with limited English proficiency (LEP). This document is a guidance document which describes the City’s language access obligations, messaging strategies, message distribution options, and contact information.

B. Leadership Intent

During a disaster/emergency, the City of Des Moines will endeavor to maintain normal operations as long as feasible. Conditions may be of such magnitude and severity that some or all city services may be redirected, limited, or lost altogether. Restoration of services will be done as soon as possible after disruptions. The city may be unable to fulfill all disaster/emergency related requests under extreme conditions and will need to set priorities for the city and its residents.

Operational Objectives

Overarching city priorities for all disaster/emergency operations are for:

- Life safety
- Incident stabilization
- Protection of property and the economy
- Preservation of culture and the environment

Operational policies are created using the priorities above and any incident-specific priorities set by the Policy Group. Objectives are then established by Incident/Unified Command, with input from others responding to the emergency or disaster. The objectives are published in the Incident Action Plan (IAP) and follow the SMART (specific, measurable, achievable, relevant, and time-bound) format as much as possible. The operational policies are not limited to a single operational period but must consider the totality of the incident and response needs.

In order to meet the operational objectives for an emergency or disaster, each city department will maintain Standard Operating Procedures and Emergency Operations Procedures. All contract agencies, such as South King Fire & Rescue, are responsible for maintaining their own plans and procedures that will allow them to respond to an incident.

The goal end state after a disaster/emergency is to stabilize all community lifelines, to include: safety and security, food water shelter, health and medical, energy, communications, transportation, and hazardous material. This includes a standard of normalcy for the city, although the expectations are that the outcome from a disaster will not necessarily emulate the pre-incident status.

Request for a Proclamation of Emergency

An important component of situation analysis is to determine if a jurisdictional Proclamation of Emergency is warranted. This decision will typically be driven by the scope or complexity of the disaster/emergency and/or the need to temporarily change city policies that are hampering response efforts. For instance, a major earthquake will require an immediate emergency proclamation, while a winter storm may not warrant one right away or at all.

If a proclamation is warranted, the City Manager will work with the Chief Operating Officer, Chief Strategic Officer, City Attorney and Director of Emergency Management to determine the parameters of the proclamation. Considerations might include fiscal limits, curfews, and other issues required for successful response. Any proclamation issued will be communicated promptly to City Employees, partner organizations, City residents and businesses, King County OEM, and Washington State EMD.

Depending on the size and complexity of the emergency, King County and the State of Washington may follow up with additional supporting Proclamations of Emergency and the City may request assistance from other cities and counties, states or the Federal Government.

C. General Organization

The City of Des Moines operates under a Council/City Manager form of government with the City Manager serving as the Chief Executive. The city departments are:

- Administration/City Manager
- Emergency Management
- Police
- Public Works
- Building and Community Development
- Finance/IT
- Parks, Recreation, Senior Services
- Marina
- Legal
- Human Resources
- Court
- City Clerk/Communication

Fire and emergency medical services are provided by South King Fire & Rescue.

D. EOC Activation Levels

The initial response to, or the imminent threat of, an emergency will be conducted under the guidelines of the National Incident Management System (NIMS), the Incident Command System (ICS), and in accordance with the Department Plans contained in this plan.

The City Manager, Chief Operating Officer, Director of Emergency Management, or designees may activate the EOC. Any City department may also request that the EOC be activated. Additionally, the EOC may be activated at the request of an outside agency, such as King County Emergency Management or other governmental agencies to support their operations, subject to approval by the City Manager, Chief Operating Officer, Director of Emergency Management, or designees when the level of operations requires it. Requested staff will report to the EOC (physically or virtual as the situation dictates) to coordinate response efforts and support field operations. The EOC will be activated at the appropriate level to the specific emergency or disaster.

Level III Activation - Monitoring

- Requires minimal staff to set-up the EOC in a standby mode.
- Key personnel, including an EOC Manager, will begin to monitor events, gather situational awareness, evaluate required resources and forecast future impacts.
- The Director of Emergency Management, City Manager, Mayor and City Council are kept apprised of the situation through situation reports, but are not physically located in the EOC.

Level II Activation - Partial

- Coordination Activation, typically occurs when two or more departments are actively involved in an event/incident to facilitate interdepartmental coordination, public information dissemination, and information collection.
- An EOC manager, PIO, and department representatives will be assigned to the EOC; staff may include representatives of outside agencies.
- The EOC Manager will recommend staffing levels for the EOC consistent with current and projected incident activity.
- The function of this level is to facilitate communication between involved departments, maintain situational awareness, and to support in-field logistical needs.
- The Director of Emergency Management, City Manager, Mayor and City Council are kept apprised of the situation through situation reports, but are not generally located in the EOC.

Level I Activation - Full

- All sections staffed.
- The function of this level is to continue to facilitate department-to-department communications, situational awareness, and logistics requests on a city-wide basis.
- This level does not direct field operations, though decisions may be made regarding resource allocation.
- The Director of Emergency Management, City Manager, Mayor, and City Council are kept apprised of the situation.
- The Policy Group will likely be activated, consisting of the Mayor, City Manager, Director of Emergency Management, and key Department Heads. Note that the policy group is likely NOT located in the EOC, but coordinates with the EOC via the EOC Manager.

III. DIRECTION, CONTROL, AND COORDINATION

The purpose of direction and control is to provide for the effective supervision, authority, coordination, and cooperation of emergency management activities to ensure the continued operation of government and essential services before, during and after emergencies and disasters. Direction and control of emergency management functions is the responsibility of the Mayor, City Manager, and City Council with each entity playing a critical role in the four phases: preparedness, mitigation, response and recovery (RCW 38.52.070(1)), as noted in the following role descriptions.

PREPAREDNESS & MITIGATION

Emergency Management

Day to day, the Des Moines Office of Emergency Management is the primary agency for preparedness and mitigation with the support of all city departments. The Emergency Manager, as a part of preparedness, ensures the creation and maintenance of the proper plans including: Comprehensive Emergency Management Plan (CEMP), Continuity of Operations (COOP), Continuity of Government (COOG), and Hazard Mitigation Plans. The Emergency Manager is also responsible for public education related to preparedness and plays an integral role in assisting city departments with the development of their emergency plans.

City Departments

All City Departments are responsible for supporting Emergency Management activities through the development of department-specific plans, engaging in city-wide emergency planning, encouraging staff personal preparedness and family disaster planning, and completing training specific to their emergency functions, as directed by the Emergency Manager.

Policy Group

In order to adequately participate in preparedness and mitigation, the Policy Group is responsible for the completion of the necessary emergency management trainings issued and recommended by the Emergency Manager. The policy group is comprised of the Directors of each City Department.

City Council

The City Council is responsible for passing of legislation and ordinances that are forward thinking and viewed through the lens of emergency management hazard and mitigation. The council is also responsible for formally adopting the Comprehensive Emergency Management Plan (CEMP), thus providing direction and guidance for the entire program. The council also plays a role in encouraging the general public to engage in their own preparedness.

RESPONSE

Incident Command

The lead city department for Incident Command will be the department with the mission most similar to the emergency situation. The lead city department shall ensure that an Incident Command or Unified Command structure is identified and established in order to provide for coordinated field operations. The lead city department will provide a qualified representative to serve in the EOC if activated.

Department Operations Centers

Department Operations Centers (DOCs) may be established by any department in order to manage the dispatch and coordination of department-controlled or related resources. A DOC will maintain close communication with the Incident Commander and the EOC (when activated) regarding incident priorities and resource status to ensure overall incident objectives are met.

Emergency Operations Center

Although field Incident Command will control on-scene activities related to the disaster, the EOC will coordinate the overall city response to the disaster. The Director of Emergency Management, other emergency management staff, designated city staff, agency representatives, and trained volunteers shall provide staffing at the EOC when activated. The Director of Emergency Management or their delegate will coordinate the activities of the EOC in the role of EOC Manager.

When resource requests or needs exceed that of the City's resources, the EOC is also responsible for multi-jurisdictional coordination; sending resource requests to the county, state, neighboring jurisdictions, private sector entities, or to non-profit groups.

Policy Group

Policy decisions will be referred to the Policy Advisory Group, along with a briefing and recommendations, by the Administrator of the lead Incident Command department and EOC Manager. The Policy Advisory Group led by the City Manager will advise City Council of policy-level decisions that require their direction, and will oversee implementation of those decisions.

RECOVERY

Recovery involves actions needed to help individuals and communities regain a sense of normality to their lives. Following an emergency or disaster, the City Manager or their designee will appoint an individual or entity to lead the City's Recovery efforts. All departments will play a critical role in the recovery efforts.

All recovery activities are detailed in department SOPs, Department Annexes, and appropriate state and federal recovery guidelines. Directors of each department, with the support of emergency management will:

- Continue to report any observed damage and assess community needs.
- Prioritize recovery projects and assign tasks accordingly.
- Coordinate recovery efforts and logistical needs with supporting agencies and organizations.
- Re-establish and/or maintain essential services.
- Prepare documentation of the event including the event log, cost analysis, and estimated recovery costs.
- Assist in establishing disaster assistance offices to aid private businesses and residents in individual recovery.
- Assess special community needs and provide information and assistance, as deemed appropriate.

IV. ORGANIZATION

A. General Emergency Management

The City of Des Moines Emergency Management Program is established to provide channels of communication for efficient coordination, communication, and prioritization, and liaison of emergency life-saving operations between local, county, state, and federal government, and the public sector. This organization may be partially or fully activated depending on the severity of the actual incident. The Director of Emergency Management is directed to adopt administrative rules and regulations to carry out the designated emergency management functions set forth.

Emergency Management Committee

The Director of Emergency Management serves as the committee chairperson. The Committee is comprised of key personnel from City departments, members of outside professional and volunteer organizations having key roles in preparedness, planning and response activities. The Committee will meet twice a year at a minimum. Special meetings can be called by the Director of Emergency Management as needed. Members of the Emergency Management Committee may staff the Des Moines EOC during activation and coordinate the activities in their respective divisions or areas of responsibility during emergencies and disasters and/or ensure that others from their department are trained to do so. It is important to recognize that department leadership will be needed to serve on the policy group and to keep their own department operations going during an emergency, and that the EOC may require 24/7 staff for an extended period. Having a pool of qualified individuals beyond Committee members is essential to the successful operation of the EOC.

The City of Des Moines Emergency Management Committee provides overall guidance to the City's Emergency Management Program. The Committee provides staff support, direction, and expertise in the development of the CEMP, the Emergency Operations Center (EOC) Plan, the Continuity of Government and Operations Plan, and all supporting documents. The Committee will review and approve all plans and procedures identified herein. The Committee recommends to the Director of Emergency Management policy and performance standards, and emergency operational expectations of City staff during actual EOC operations.

The Emergency Operations Committee shall consist of the following members:

- City Manager
- Chief Operating Officer
- Chief Strategic Officer
- City Attorney
- Finance Director
- Harbor Master
- Court Administrator
- Assistant Parks, Recreation and Senior Services Director
- Public Works Director
- Building Official
- Planning and Development Service Manager
- City Clerk
- Police Chief
- Assist Police Chief/Director of Emergency Management
- South King Fire & Rescue Chief or designee
- Volunteer Coordinator/Representative
- Emergency Preparedness and Safety Manager

The City Council is responsible for legislative policymaking and the City Manager is responsible for administration, providing policy advice, directing daily operations of city government, and implementing policy set forth by the council.

The Director of Emergency Management ensures the City is ready for disasters or emergencies through the development and maintenance of necessary plans and is responsible for all preparedness and management activities within the City.

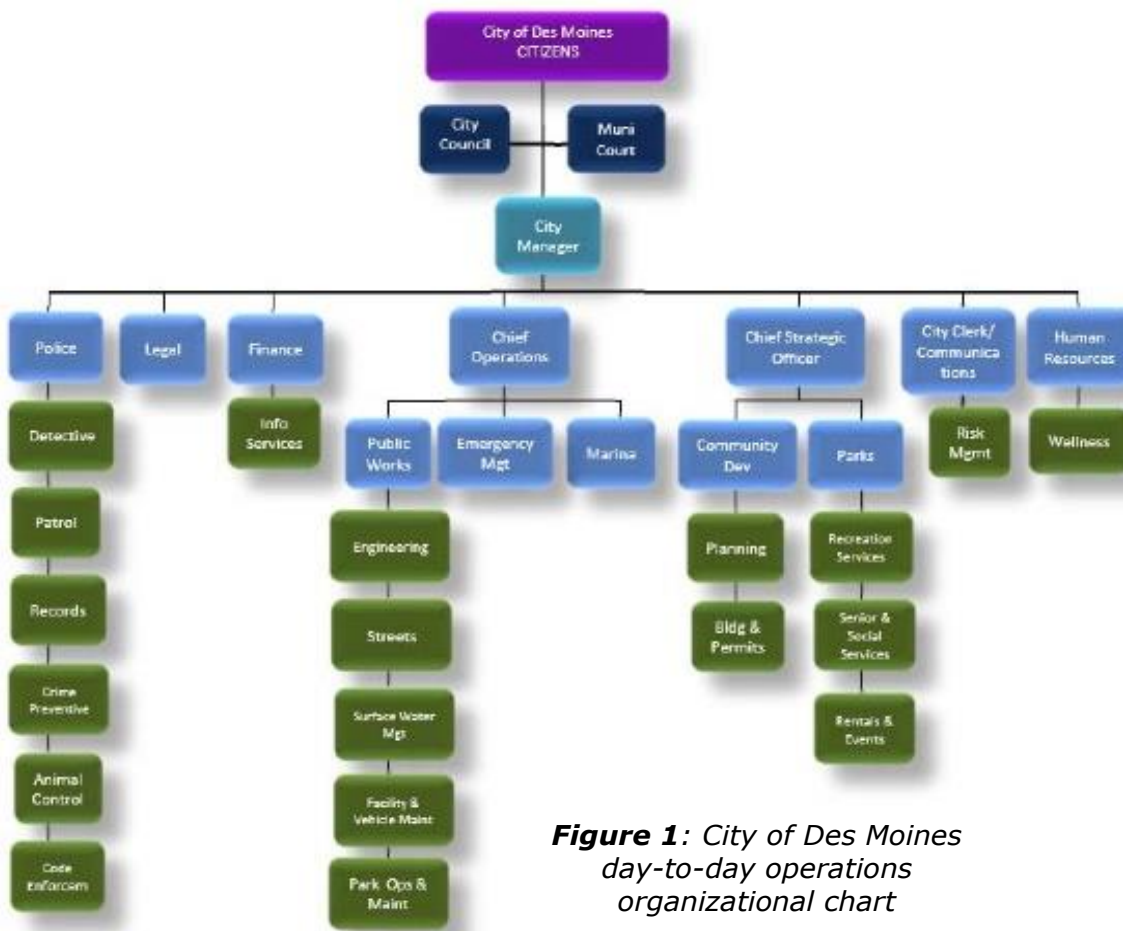


Figure 1: City of Des Moines
day-to-day operations
organizational chart

B. Disaster & Emergencies

Emergencies such as violations of the law, emergency medical calls, etc., occur daily and do not normally require the direct involvement of the City's emergency management function.

On a less frequent basis, the City of Des Moines is confronted with large scale events that go beyond organizational capabilities or that of local mutual aid. Whenever department capabilities are strained to this extent, it triggers the need for multi-agency response which can be supplied from inside and outside the City government. Non-city resources could include non-routine mutual aid with jurisdictions across the state via the Washington Intrastate Mutual Aid System (WAMAS), and other assistance available through contractual arrangements with private sources of specialized services.

During a disaster or emergency that requires EOC activation, the City Manager identifies the following as the City's top priorities:

- Coordination and Situational Awareness
- Communications

When the EOC is activated, designated staff will report to the EOC to coordinate response efforts and support field operations. The Director of Emergency Management or their designee will assume the role of EOC Manager. City Departments with designated EOC positions will respond to the EOC and organize their areas of responsibilities into manageable units to assess damages and determine needs. City Departments with EOC roles shall have a redundancy of three (3) trained staff to serve in the EOC. Designated personnel unable to fill their position shall contact the EOC as soon as possible.

The EOC is a permanent room located at South King Fire Station 67. If the primary facility is compromised or unavailable, the alternate site for the EOC is the large Conference room located at the Des Moines Police Station. Necessary equipment and resources are stored at the alternate site, including a copy of the CEMP. If both sites are compromised the EOC will be relocated to South King Fire Station 62. If necessary, functions of the EOC can also be run remotely using standard video conferencing and web-based tools.

EOC Location

South King Fire and Rescue Station #67
2238 S 223rd Street
Des Moines, WA 98198

Alternate EOC Location(s)

City of Des Moines Police Department
21900 11th Ave South
Des Moines, WA 98198

South King Fire & Rescue Station #62
31617 1st Ave South
Federal Way, WA 98023

City personnel are expected to carry out their responsibilities outlined in this plan, using their best judgement and in a coordinated manner.

The Director of Emergency Management oversees and provides policy recommendations to the City Administration and City Council during emergency and recovery periods. The Director of Emergency Management or designee is responsible for coordinating and supporting all emergency operations.

The day-to-day organizational structure of departments will be maintained; to the extent it is practical to do so, for major emergency and disaster situations, with the

understanding that all departments have an obligation to assign personnel to the Emergency Operations Center and the labor pool as requested.

The City of Des Moines uses an Incident Support Model (ISM) for the EOC. Each department will assign a minimum of three positions within their department to be fully trained to perform the assigned duties in the EOC.

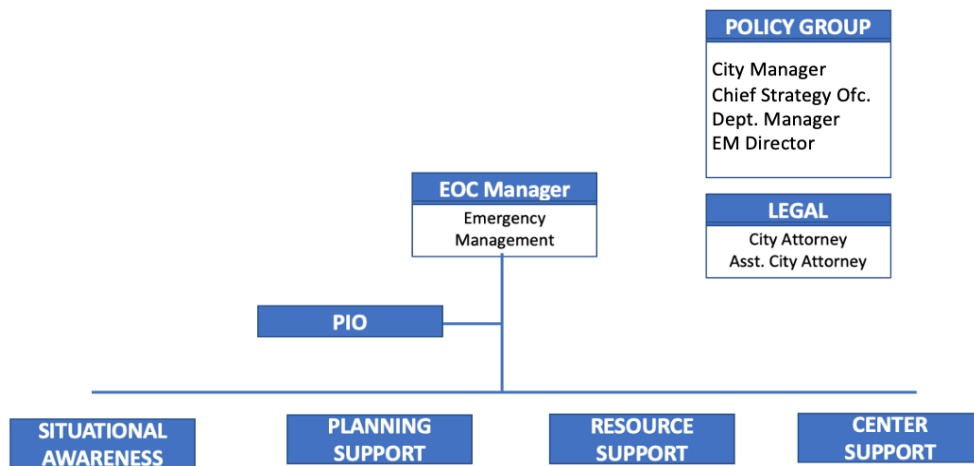


Figure 2: EOC Incident Support Organizational Diagram

C. Functional-to-Department Cross Reference Matrix

MISSION AREA	P – Primary S – Support C – Coordinating	Emergency Management	Police	Public Works/ Engineering	Community Development	Finance	Parks and Rec	Marina	Legal	SKFR	Human Resources	Court	City Clerk/ PIO	IT
	CORE CAPABILITIES													
PREVENTION (Anti-Terrorism/Human Hazards)	Planning	C	P	C	S		S	S	C	S	C	C	C	S
	Public Information & Warning	S	P	C	S		C	S	C	S	C	C	S	
	Operational Coordination	C	P	C	C		C	C	C	C	C	C	C	S
	Intelligence & Information Sharing	C	P					S		S				
	Interdiction & Disruption		P					S		S				S
	Screening, Search, & Detection		P				S							
	Forensics & Attribution		P											
PROTECTION (Infrastructure-focused/ Access Control)	Planning	P	S	C	S		S	S	S		C	C	C	S
	Public Information & Warning	S	S	C	S		S	S	C	S	C	C	P	
	Operational Coordination	C	S	C	P		C	S	C	S	C	S	C	S
	Intelligence & Information Sharing	C	P							S				
	Interdiction & Disruption		P											
	Screening, Search, & Detection		P									S		
	Access Control & Identity Verification		S				S	S			S			P
	Cybersecurity		S			S	S	S			S	S		P
	Physical Protective Measures		P	S								S		
	Risk Management for Protection Programs		P		S			S		S				
	Supply Chain Integrity & Security		S	P				S						

MISSION AREA	P – Primary S – Support C – Coordinating	Emergency Management	Police	Public Works/ Engineering	Community Development	Finance	Parks and Rec	Marina	Legal	SKFR	Human Resources	Court	City Clerk/ PIO	IT
	CORE CAPABILITIES													
MITIGATION (Natural Hazards)	Planning	P	C	S	S		C	S	S	S	C	C	C	S
	Public Information & Warning	S	S	C	S		S	S	C	S	C	S	P	
	Operational Coordination	C	S	P	S		C	S	C	S	C	C	C	
	Community Resilience	C	S		P		S			S				
	Long-term Vulnerability Reduction	C		P	S			S	S	S				S
	Risk & Disaster Resilience Assessment	S		S	S			S	S	S			P	
	Threats & Hazards Identification	P		S	S			S	S	S			S	
RESPONSE (All Hazards)	Planning	P	S	S	S	S	S	S	S	S	S	C	S	S
	Public Information & Warning	S	S	S	S		S	S	S	S	C	C	P	
	Operational Coordination	C	P	S	S		S	S	S	S	S	S	C	
	Infrastructure Systems		S	P	S		S	S	S	S				S
	Critical Transportation		S	P			S	S		S				
	Environmental Response/Health & Safety	C	S	C	S			S		P				
	Fatality Management Services	C	S				S			P				
	Fire Management & Suppression	C	S							P				
	Logistics & Supply Chain Management	C	S			S		P						
	Mass Care Services						P	S		S	S			
	Mass Search & Rescue Operations	C	S	S			S			P				

MISSION AREA	P – Primary S – Support C – Coordinating	Emergency Management	Police	Public Works/ Engineering	Community Development	Finance	Parks and Rec	Marina	Legal	SKFR	Human Resources	Court	City Clerk/ PIO	IT
	CORE CAPABILITIES													
	On-scene Security, Protection, & Law Enforcement		P	S						S				
	Operational Communications	P	S		S		S	S	S	S	S			
	Public Health, Healthcare, & EMS	C	S				S			P	S			
	Situational Assessment	P	S	S	S	S	S	S	S	S	S	S	S	S
RECOVERY	Planning	S	C	C	S	S	C	C	S		C	C	P	
	Public Information & Warning	S	S	C	S		S	S	S	S	S	C	P	
	Operational Coordination	P	S	S	S		S	C	S		C	S	C	
	Infrastructure Systems	C		P										S
	Economic Recovery	C		S		S			S				P	
	Health & Social Services	C				S	P		S					
	Housing	C			S		P							
	Natural & Cultural Resources	C	S		S		P		S	S				

V. RESPONSIBILITIES

A. Government Roles

The following are basic responsibilities for emergency management operations provided by and through City, County, State and Federal Roles. Detailed responsibilities and essential activities for the City of Des Moines are found in the appropriate department annexes.

City Council & Administration

The City Council will convene pursuant to DMMC 1.12. to perform legislative duties as the situation demands, and will receive reports relative to Emergency Management activities. City Council responsibilities during an emergency is to ratify City Manager proclamations, policies and finance requests as needed for timely response as appropriate to an incident.

The Director of Emergency Management for the City will be appointed by the City Manager (Des Moines Municipal Code 2.36). The Director will be responsible for the organization, administration, and operation of the emergency management organization.

Emergency Manager Role

The Emergency Manager will be appointed by the Director of Emergency Management. The Emergency Manager will direct and coordinate development, implementation, and maintenance of all City emergency management related plans. The Emergency Manager facilitates coordination with outside agencies and organizations involved in emergency management, provides public education and information related to disasters and manages the Emergency Operations Center during activations.

King County Emergency Management

King County Emergency Management will coordinate emergency activities in unincorporated areas of the county and will facilitate communication, coordination, and resource support functions across all jurisdictions in King County.

Washington State Emergency Management Division

Washington's State Emergency Management Division (EMD) coordinates all emergency management activities of the State to protect lives and property and to preserve the environment.

Washington State EMD will take appropriate actions to coordinate requests for various services such as, specialized skills, equipment, and resources in support of State and local government emergency operations.

Federal Government

The Federal Government consists of several organizations that are responsible for emergency response and recovery activities, depending upon the incident. It is the responsibility of the Federal Emergency Management Agency (FEMA) to conduct consequence management activities to affected areas once a Presidential emergency or disaster declaration has been made. FEMA facilitates the delivery of many types of Federal response assistance to state and local government, as well as coordinating the response of other federal agencies such as the Department of Defense (DoD), Health and Human Services (HHS), etc. It should be noted that many federal agencies have their own emergency response and recovery programs that are administered independently of FEMA (SBA, HUD, USDA, etc.), many of which are available outside of a Presidential emergency or disaster declaration.

B. Incident Management Actions & Critical Tasks

When a major emergency or disaster occurs, departments will use the following general list as a basis for managing their disaster operations:

1. Establish Incident Command following procedures established by each department.
2. Report to a pre-determined site to manage department operations.
3. Account for personnel.
4. Assess damages to facilities to identify if there are obvious safety concerns.
5. Assess personnel and resources available.
6. Assess problems and needs.
7. Report the situation, damages, and capabilities to the EOC.
8. Send designated department representatives to the EOC.
9. Carry out department responsibilities and assigned tasks.
10. Continue assessments and report to the EOC regarding resources, needs, damages, actions, etc.
11. Keep detailed and accurate records, document actions, costs, situations, etc.

Department Pre-Incident Actions (Preparedness & Mitigation)

Preparedness involves taking steps to ready the City and the community for emergencies and disasters while mitigation involves actions taken to protect lives and property.

Specific preparedness activities for each department include:

- Establish policies & procedures for department chain of command and succession of authority.
- Designate primary and alternate locations from which to establish direction and control of department activities during an emergency or disaster.
- Identify and obtain necessary equipment and supplies which may be needed to manage department activities.
- Identify the information needed to manage department activities including how it will be gathered, stored, and accessed
- Decide how department management relates to the EOC and who should report there when an emergency or disaster occurs.
- Encourage development of employee response teams from within the department.
- Establish procedures to ensure the ability to activate personnel on a 24-hour basis.
- Make staff available, when requested by the Director of Emergency Management or EOC Manager for appropriate training and emergency assignments, such as EOC activities, damage assessment, and liaisons with other agencies and organizations. All costs of these activities will be the responsibility of the respective department.
- Maintain an updated inventory of key department personnel, facilities, and equipment resources.
- Ensure all department employees have a personal preparedness plan.

Department Response Activities & Critical Tasks

Once an incident occurs, the priorities shift from prevention, preparedness, and mitigation to immediate and short-term response activities to preserve life, property, the environment, and the social, economic, and political structure of the community.

During the event, the Directors of each department, with concurrence of the Director of Emergency Management, will:

- Assess the impact of the event on department personnel, facilities, equipment, and capabilities.
- Report any observed damage through the respective department's chain of command to the EOC on a continuing basis.
- Keep complete records of expenditures, time worked (straight time and overtime), equipment used, repairs, and other disaster-related expenditures.
- In coordination with the EOC and Incident Command, direct the execution of emergency operations plans and perform appropriate incident stabilization activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes.
- Response actions may include: immediate law enforcement, fire, and emergency medical service actions; emergency flood fighting; evacuations; transportations system detours; emergency public information; urban search and rescue; mass care services; debris clearance; emergency restoration of critical infrastructure; and more. Though the City does not have the direct capability to perform all these functions, it will take steps to ensure that the functions are carried out as needed and will support those organizations responsible for their execution.

Department Recovery Activities & Critical Tasks

In the context of a single incident, once immediate response missions and lifesaving activities conclude, the emphasis shifts from response to recovery operations. Recovery involves actions needed to help individuals and communities return to normal when feasible. All response and recovery activities are detailed in SOPs, and appropriate State and Federal recovery guidelines. The process of collecting and analyzing data, developing objectives and actions plans, and documenting critical incident information in the EOC is guided by SOPs. Following the event, the Director of each department, with the concurrence of the Director of Emergency Management, will:

- Continue to report any observed damage and assess community needs.
- Prioritize recovery projects and assign functions accordingly.
- Coordinate recovery efforts and logistical needs with supporting agencies and organizations.
- Prepare documentation of the event, including the event log, cost analysis, and estimated recovery costs.

- Assist in establishing disaster assistance offices to aid private businesses and residents with individual recovery.
- Assess special community needs and provide information and assistance, as deemed appropriate.

C. Mutual Aid & Other Agreements – Requests for Assistance

When a major emergency occurs, it is anticipated that departments and other responding organizations will organize their areas of responsibility under manageable units, assess damages, and determine needs. If agency resources cannot meet the needs created by the incident, additional assistance may be requested through existing mutual aid agreements, through the King County Office of Emergency Management, surrounding jurisdictions, or directly from the State Emergency Operations Center (SEOC). Resources requested via King County or the SEOC may be delivered by other cities, counties, or Tribes in the state, who are part of WAMAS. Resources may also need to be procured from private sector companies. In the event of a Proclamation of a Local Emergency, the deployment of resources will normally be coordinated through the EOC (if activated). Resources to support City operations may be placed in staging areas until specific assignments can be made. It is critical to note that all requested resources must be paid from local funds, with no expectation of reimbursement from another source.

VI. COMMUNICATIONS

Reliable communications capabilities are necessary for day-to-day operations, management of response and recovery efforts, search and rescue missions, and coordination with other organizations. Communications capabilities must be available for emergency management functions.

A. Summary of Interoperable Communications (All Government)

When conditions disrupt communications systems within the City, redundant systems will be utilized to establish communications with the City EOC, City departments, leadership, King County EOC, State EMD, and response partners. The following is a list of City communication resources that may be utilized during incidents:

- 800-MHz radio (**controlled by PSRN with priority 1 re-establishment*)
- Amateur Radio
- Cellular Phones
- City Cable Channel TV 21
- City Facebook
- City Intranet
- City Twitter
- CodeRED (operated by King County)

- Email
- Emergency Alert System accessed through King County, WaEMD, and NWS
- Public Address speakers on first response vehicles
- VHF and UHF Radio (in all city vehicles; in addition to 20 portables)
- VoIP
- Up Phones located in all Police Department Vehicles

When conditions disrupt communications systems within the City, redundant systems will be utilized to establish communications within the City, with King County EOC, State EMD and Response partners through radio transmitting and receiving capabilities using 800 MHz, HAM radio, VHF and UHF radios. All Police and selected Public Works vehicles have been equipped with VHF back-up radios to ensure continuity of operations.

If all City capabilities are impacted, decreased or otherwise unusable, the City will request that King County EOC provide radio transmission support, as their system allows. Additional redundancies and communications support is also available through Valley Comm to provide 911 services for police and fire. South King Fire is able to assist in the initiation of Alert King County. King County Sheriff's Office Communications Center can provide backup 911 services capabilities and, as a last resort, initiation of the EAS when requested by the EOC. Additional EAS redundancies include Washington State EOC and National Weather Service Seattle. Washington State EMD is also available to provide redundant communication capabilities, as resources allow, if the City's and King County's capabilities are overwhelmed or otherwise insufficient to support response and recovery efforts.

B. Jurisdictional Communications Plan

The City of Des Moines is an ethnically and linguistically diverse community. In addition, the community is a destination for retired individuals, creating a need for strategic and thoughtful plans for these populations. In order to ensure life safety and whole community involvement, the City of Des Moines has created an Inclusive Emergency Communications Plan to ensure that all residents have access to life safety information in a language they understand.

Process for Access & Functional Needs Populations

The Access and Functional Needs (AFN) Populations include those with visible and invisible disabilities that create a situation where accommodations are required in order for communications to be received and understood by the individual. This group includes, but is not limited to, Hearing Impaired individuals, Visually Impaired individuals, and people with Intellectual and Developmental Disabilities (IDD). To ensure that all emergency messaging is accessible to people with AFN, the City of Des Moines will:

- Ensure that ASL interpreters are available and fully-visible to the cameras at all media briefings.
- Social Media and digital content with images will have alternate text for each image.
- All digital and printed materials will be written at a fourth-grade reading level and no higher than an eighth-grade reading level.
- All media, documents, and digital content will be reviewed for screen reader friendliness before releasing the information.

Limited English Proficiency (LEP) Populations

The City of Des Moines Inclusive Emergency Communications Plan (IECP) is drawn from the county-wide IECP, which represents a collaborative and coordinated effort by King County Emergency Management, Public Health-Seattle & King County, and other regional stakeholders. The IECP will be utilized during emergencies and disasters, such as evacuation, to communicate life safety messages to targeted populations.

The City of Des Moines has a variety of systems, community networks, and communication methodologies that can be leveraged to relay critical, life-safety information, including, mass notification systems (Alert King County), translated written materials, ethnic media (TV, radio, social media) in-person and telephone-based interpretation services, and community-based social media networks (i.e. Facebook). The City also has access to the Regional Joint Information System and the county Trusted Partner Network, a network of individuals and community-based organizations who are seen as trusted agents within their community, will transmit messages in the appropriate language to their community and clients.

Washington State RCW 38.52.070(3)(a)(ii) defines "significant population segment" as "each limited English proficiency language group that constitutes five percent or one thousand, whichever is less, of the population of persons eligible to be served or likely to be affected within a city town, or county." According to the State Office of Financial Management (OFM) LEP data, the City of Des Moines has two LEP language groups considered significant population segments. They are:

Languages	Est. Language Speakers	% Of Population
English Only	21,026 people	68%
Spanish	4,126 people	13.4%
Korean	1,053 people	3.4%
Tagalog	599 people	1.9%
Vietnamese	473 people	1.5%

In order to quickly and effectively communicate with LEP Communities, the City of Des Moines has the following resources available:

- Use of certified translators and interpreters (subject to vendor availability)
- Pre-scripted and pre-translated messages for a variety of hazards that threaten the region (e.g. earthquakes, flooding, landslides, fire).
- Translated printed materials are available to first responder agencies and volunteers to support in-person and door-to-door efforts.
- Loudspeaker announcements from emergency response vehicles in English and Spanish.
- Community Centers can be used to disseminate urgent/non-urgent messages at city facilities, parks, fieldhouses, activity centers, senior centers, places of worship, libraries, schools, restaurants, and grocery stores.
- Community Communications Network a two-way communications network controlled by Public Health Seattle & King County can be used to disseminate life-safety information.
- Trusted Partner Network is a regional network of bilingual community partners that can be accessed through the King County Duty Officer or PIO to disseminate life-safety information using established community networks.
- City of Des Moines Community Service Partners can be accessed through the Human Services Coordinator.

Frequency of LEP Emergency Notifications

At this time, the IECP has been utilized by the City once, during the 2021 unprecedented regional heat wave. This incident prompted emergency communications and public safety messages. The messages were posted on City social media in English and the identified targeted languages.

Evaluating Life Safety Communications Efficacy

Following every life safety event, a debrief is conducted and information from the debrief forms the basis for the After-Action Report (AAR). Debriefs of the event include the evaluation of sentinel events, such as deaths and injuries. Information regarding the number of deaths among specific populations, how many of our specific populations took advantages of services, as well as follow-up with targeted communities following the event to determine what they wished they had known is information that will be used to determine the efficacy of our targeted populations messaging. Information collected will be included in the AAR and Improvement Plan (IP) and be assigned to specific individuals or groups of individuals to find solutions to close the identified gaps.

Technological Challenges Limiting Communications

All of the above-mentioned options for communicating with our LEP communities come with significant challenges. One of the largest challenges is that most of the above communications are “owned” by other entities which may delay communications if a regional catastrophic event has occurred. It also assumes that the City will be able to reach the County through one of the redundant systems. However, due to infrastructure collapse and radio congestion, it may be difficult to reach these entities in a reasonable amount of time.

In addition to issues of ownership, Alert King County can broadcast in two languages simultaneously by mobile, text, landline, and email. However, it cannot direct specific language translations to specific individuals or populations. Messages will first be sent out in English and Spanish and will be delayed while translations into other languages take place.

Social media presents unique challenges to an aging population as not all residents are users of social media.

In general, when communicating with local media, the message content will be sent in English with a request that the messages be translated into the audience’s preferred language. This translation/interpretation may take time.

The Trusted Partner Network is a newly formed network of volunteers. During a disaster it may be difficult to reach these volunteers to utilize their language and translation skills. Volunteers are also likely to be among the populations that are disproportionately impacted and may be unable to assist the county. In addition, the Trusted Partner Network does not have a process for verifying an individuals’ language proficiency which may lead to inconsistent/unmatched language and intent of messages.

Recommendations for Addressing Challenges

All technology has limitations that can only be fixed by the developers enhancing the software or hardware. However, the City of Des Moines can address the challenges and gaps in technology by deploying as many of the techniques as possible, including the utilization of community members, city agreements already in place such as the use of translation/interpretation services, pre-printed messages, door-to-door messaging and other approaches that require limited technology. Additionally, building relationships with local businesses frequented by targeted communities and the building of relationships with the communities themselves will be paramount to successful communications and message dissemination. Exercising each aspect of the IECF to identify, document, and address gaps will also improve the resilience and the efficacy of the plan.

Resources Needed to Address Identified Challenges

To address the above challenges the City of Des Moines will need the following resources:

- Content Accessibility Training that can teach identified positions on how to develop accessible content and review content for accessibility.
- Pre-populated emergency and life safety messages in targeted languages.
- MOU/MOA with interpretation and language services including ASL interpreters.
- Cultural training for all city staff on how to respectfully engage with targeted populations.
- Development of relationships with businesses and community leaders of targeted populations.

VII. ADMINISTRATION

A. Documentation Process

Each City department shall designate personnel to be responsible for the documentation of emergency operations within their respective department. During emergency operations, non-essential activities may be suspended. Personnel not assigned to essential duties may be assigned to other departments to provide support and documentation services.

Having comprehensive and accurate records are necessary in submitting requests for assistance or reimbursement following an emergency. The EOC and departments shall have processes established to ensure they are able to maintain accurate records. Important records for the EOC include, but are not limited to, the following:

- Situation Reports
- EOC Action Plans
- Requests for Assistance
- Damage Assessments
- Emergency Proclamations
- Expenditure Reports
- Individual logs
- Force account time and equipment usage
- After-Action Reports (AARs)

B. Document Retention Process

Records of emergency operation activities shall be kept in a manner that distinguishes them from day-to-day operational reports, service work requests, and payroll records. When appropriate, emergency reports and expenditures shall be coordinated, and documentation for state and/or federal reimbursement and/or assistance programs shall be prepared and submitted to the appropriate state and federal agencies.

The City Clerk's Office will assist the EOC and departments in identifying and maintaining accurate records for retention.

C. Preservation Process

All departments will identify records essential for continuity of preservation of government and provide for their protection as required by RCW 40.10.010 (Information regarding essential records designation, list of security and protection, and document reproduction as outlined by the State Archivist). In situations where emergency work is done to protect life and property, environmental review requirements and permits may be waived or orally approved.

VIII. FINANCE

Emergency expenditures are not normally integrated into the budgeting process. Nevertheless, disasters occur on a periodic basis requiring substantial and necessary unanticipated obligations and expenditures. Financial operations will be carried out under compressed schedules and intense public pressures, necessitating expeditious (non-routine) procedures, but with no lessened sound financial management and accountability.

A. Expenditure Approval Process & Documentation

In emergency situations, political subdivisions have the power to enter into contracts and incur obligations without regard to time-consuming procedures and formalities prescribed by law (except under mandatory constitutional requirements) including but not limited to, budget law limitations and the appropriation and expenditure of public funds as identified in RCW 35.33.081, Emergency Expenditures – non-debatable Emergencies. Individual employees of the City may not incur expenditures outside of regular purchasing parameters without those parameters being waived through a City Emergency Proclamation as previously noted in this document.

Expenditures necessary for the immediate survival of persons endangered by an emergency or that may be incurred by a disaster may not exceed the legal limitations of the budget unless the City Council passes a resolution authorizing a budget amendment.

Local political subdivisions will incur disaster related obligations and expenditures per the provisions of RCW 38.52.070(2) as follows:

In carrying out the provisions of this chapter each political subdivision, in which any disaster as described in RCW 38.52.020 occurs, will have the power to enter into contracts and incur obligations necessary to

combat such disaster, protecting the health and safety of persons and property, and providing emergency assistance to the victims of such disaster. Each political subdivision is authorized to exercise the powers vested under this section in light of the exigencies of an extreme emergency situation without regard to time-consuming procedures and formalities described by the law (excepting mandatory constitutional requirements), including, but not limited to budget law limitations, requirements of competitive bidding and publication of notices, provisions pertaining to the performance of public work, entering into contracts, the incurring of obligations, the employment of temporary workers, the rental of equipment, the purchase of supplies and materials, the levying of taxes, and the appropriation and expenditures of public funds.

The City is authorized to make the expenditures necessary to meet emergencies without further notice of hearing as provided by RCW 35.33.081, Emergency Expenditures – Non-debatable Emergencies:

Upon the happening of any emergency caused by violence of nature, casualty, riot, insurrection, war, or other unanticipated occurrence requiring the immediate preservation of order, public health, or for the restoration to a condition of usefulness of any public property which has been damaged or destroyed by accident, or for public relief from calamity, or in settlement of approved claims of person injuries or property damages, or to meet mandatory expenditures required by laws enacted since the last annual budget was adopted, or to cover expenses incident to preparing for or establishing a new form of government authorized or assumed after adoption of the current budget, including any expenses incident to selection of additional or new officials required thereby, or incident to employee recruitment at any time, the city or town legislative body, upon the adoption of an ordinance, by the vote of one or more than the majority of all members of the legislative body, stating the facts constituting the emergency and the estimated amount required to meet it, may make the expenditures therefore without notice or hearing.

In order to allocate funds towards a disaster or emergency, a reasonable estimate will be determined by the City's administration, which would estimate a gap in funding between the overall cost of the disaster and the funding received from Federal, State, and Local funding sources. In addition, the Finance Department will create a project in the accounting system's project accounting module to track specific disaster related costs for reporting purposes.

The City, when expending resources in response to an emergency or disaster, will maintain detailed records during such emergencies or disasters that meet financial and accounting requirements. Records will be kept in such a manner that

emergency or disaster related expenditures and obligations of local departments and agencies can be broken out and identified separate from regular or general programs and activities.

Complete and accurate records are necessary to:

- Document requests for assistance
- Seek cost recovery through appropriate avenues (private sector responsibility, Federal disaster declarations, etc.)
- Audit reports and records
 - Appropriate extracts from payrolls
 - Schedule of City equipment used or copies of invoices from rented equipment
 - Invoices, warrants, and checks issues and paid for materials and supplies
 - Copies of contracts for all work performed by an outside agency

B. Cost Recovery Process/Reimbursement

Following a disaster or emergency, there may not always be a reimbursement avenue, however the City should take the appropriate actions and follow the same level of documentation standards in the event that a reimbursement avenue becomes available. Costs recovery may come from:

- Jurisdiction Insurance/Risk Pool
- State Reimbursement Programs
- Federal Reimbursement Programs
- Grants from non-profit organizations or foundations
- Private-Sector Entities in cases where they were responsible for causing the disaster.

Federal/State Reimbursement

Emergency or disaster related expenditures and obligations of local political subdivisions may be reimbursed under a number of Federal or State programs. Reimbursement of approved costs for work performed in the restoration of certain public facilities may be authorized by the Federal or State government after a major disaster declaration by the President under statutory authority of certain federal agencies. The Federal Emergency Management Agency (FEMA) provides funding to public entities through the Public Assistance Program. Other agencies that may provide post-disaster funds to public agencies include, but are not limited to:

- Washington State Department of Energy—FCAAP Grants
- US Department of Transportation—Trans Aid
- US Fish & Wildlife
- FEMA Mitigation Program

- US Army Corp of Engineers
- Federal Highway Administration (for “on-system” roads)
- Natural Resources Conservation Service

C. Pending a Presidential Disaster Declaration

After an occurrence that may result in a declared major disaster or emergency, King County Office of Emergency Management will send notifications and forms to the local jurisdictions for reporting disaster related loss.

During response and recovery efforts, departments are responsible for using those forms to report information related to damages incurred by public facilities and infrastructure. Forms are compiled and sent back to King County Office of Emergency Management for county-wide compilation and submission to the Washington State Emergency Management Operations Center (SEOC). If expenditures exceed a preset threshold, the governor will request a Presidential Disaster Declaration.

Pending this declaration, emergency disaster expenditures will come from currently appropriated local funds in accordance with RCW 35.33.081 “Emergency Expenditures—No debatable Emergencies” and RCW 35.33.091 “Emergency Expenditure—Other Emergencies.”

D. Following a Presidential Disaster Declaration

Once a disaster declaration is made by the President, Joint Field Offices are opened and staffed by FEMA and the State, for the purpose of administering disaster assistance programs. Briefings will be arranged for all eligible applicants. The Finance Department is responsible for attending these briefings and completing all paperwork related to requesting disaster assistance.

Below are some of the avenues for community assistance:

Public Assistance Program

Public Assistance is one of FEMA’s grant programs that provides funds directly to State and Local governments and certain qualified non-profits to aid communities who are responding to and recovering from a major disaster or emergency that has resulted in a Presidential Disaster Declaration. The program provides emergency assistance to help save lives and protect property, as well as helping to permanently restore community infrastructure.

Individual Assistance Program

The Individual Assistance Program is for individuals and families impacted by the federally declared disaster or emergency. This program is designed to help meet

disaster applicants' needs, which include: housing assistance (temporary housing, repair, replacement, etc.) and other needs (medical, funeral costs, clean-up, moving, etc.)

If a Disaster Declaration authorizes Individual Assistance, a toll-free federal telephone registration number is provided for people to report damages and begin the assistance process. Individual Assistance reporting is coordinated through King County Office of Emergency Management, but local Human Services Departments and non-profit organizations may be asked to support applicants through the process.

Small Business Administration Program

Businesses can apply for loans from the Small Business Administration (SBA) Program following a Federally Declared Disaster. These loans may cover operating expenses, business losses, wage losses, etc. The SBA Program also offer loans to residents to repair or replace their primary home to its pre-disaster condition and replace some personal property (i.e. appliance and furniture). The SBA also has the authority to declare a disaster to authorize their own programs even when a Federal Major Disaster Declaration is not in place.

Other Needs Assistance Program

The Other Needs Assistance Program (ONA) under FEMA's Individuals and Households Program (IHP), provides financial assistance to necessary expenses and serious needs directly caused by the disaster, but is not covered by other assistance programs. The ONA may provide assistance for the following to those that qualify:

- Child Care
- Medical and Dental
- Funeral
- Transportation
- Moving and Storage
- Critical Needs
- Miscellaneous and Other Expenses

E. Volunteer Emergency Workers

Volunteer emergency workers used during emergencies and disaster operations will be registered with the City as outlined in Washington Administrative Code (WAC) 118.04 "Emergency Worker Program" and all donated hours will be tracked. Volunteers who are pre-registered will be issued City Volunteer Identification Cards. Spontaneous volunteers will be registered on-site and their identity verified with government issued photo ID.

In any event where volunteer emergency workers are used, Emergency Management will obtain a mission number from Washington State EMD. All volunteers, their arrival and departure times, the nature of their work, and any injuries or personal equipment losses will be documented for future reimbursement and claim issues.

IX. LOGISTICS

Following an emergency or disaster, all City departments are responsible for providing personnel and equipment to support emergency operations as directed by the City Manager. Emergency operations will be conducted by City personnel and efforts will be supplemented by trained volunteers. The City maintains an inventory management system that is managed jointly by Public Works and Parks. This system is designed to provide current information on city resources and their status. The ability to add NIMS typing information to it is planned for 2022.

A. Methodology & Agencies Involved in Resource Procurement

Following a disaster or emergency, the City will transition logistics ordering from a department spending process to a centralized ordering process led by the Resource Support Section of the EOC. The Resource Support Section will be staffed by individuals within the city who have been specifically trained to perform the duties and assignments of this section and has the responsibility of processing requests, ordering and procuring the necessary operational resources to support City Department response efforts. Lower priority resources may be fulfilled prior to higher priority resources due to the availability of resources, the EOC will focus on resource acquisition in order to provide and achieve the following:

- Life Safety
- Incident Stabilization
- Protection of Property
- Protection of the environment

They will first work to procure resources through their already established mutual aid and vendor contracts. For resources that are not available or procurable through established contracts, the Resource Support Section will work to source new contracts or agreements for requested resources and utilize mutual aid agreements with other jurisdictions. New contracts or agreements must be approved Legal.

When local resources have been or are expected to be exhausted or overwhelmed (including department resources, private vendors, and automatic/local mutual aid), assistance can be requested via WebEOC through King County, which may also be forwarded to Washington State EMD. Requests can be submitted to King County via any available communications method and are not limited to WebEOC requests, though they are preferred.

B. Resource Gaps

The City of Des Moines has identified the following gaps related to an emergency or disaster response. Some gaps are being resolved through department and city planning while other resources will become resource requests for specialized resources during a response. The identified resource gaps include:

- **Des Moines Marina Fuel Pump:** Staff are unable to extract fuel from the fuel tanks in the parking lot. Currently staff have to access gas at the fuel port which proves difficult without a pump. An emergency backup pump is needed in order to extract the fuel.
- **Des Moines Activity Center:** Currently lacks sufficient air conditioning to support the facility as a cooling center during extreme heat. Currently the HVAC system is not on the generator system and is an insufficient system for the space of the facility. Currently the HVAC system can only cool a maximum of 300 square feet, while the facility is 2,500 square feet.
- **Storage:** The City of Des Moines aims to have enough food and water on hand for all city staff for up to two weeks. The City of Des Moines currently lacks an adequate storage facility to store emergency food and water for staff.
- **Back-up Power:** The Marina and City Hall currently lack sufficient back-up power/generators to allow for the continuance of operations.
- **Shelter Staffing:** As a small government, the City of Des Moines currently lacks sufficient staff to safely operate a shelter.

C. Specialized Resources

In the event a situation is beyond the capability of local and pre-designated mutual aid resources and/or contracts, City of Des Moines EOC will request additional or specialized resources through the King County Office of Emergency Management, which may forward them to Washington State EMD, who in turn may forward them to other states via EMAC, or to the federal government. It is important to note that the City of Des Moines is obligated to pay for these resources, to fiscal impacts must be accounted for.

D. Resource Request Process

The Finance-Logistics Section is responsible for having procedures to provide projected and/or anticipated costs, checklists for requesting and providing assistance, process for record keeping, and a description of reimbursement procedures. Des Moines EOC will use the established resource request process (Figure 4) below to procure and manage resources.

E. Credentialing

The City does not have a formal credentialing process to use for outside resources. In the event that outside resources are needed, the EOC will provide them e-mailed or printed credentials that can be utilized to access the disaster area. Further, the EOC will ensure that those charged with securing scene access are made aware of the specific credential being used so that it can be verified.

Credentials and qualifications of incoming resources will explicitly be vetted by the original requestor before they are permitted to engage in response or recovery activities.

F. Donated Goods & Services

The city recognizes that both solicited and unsolicited goods and services will be donated to the city during times of emergency and disasters. Solicited donations of good and services will be managed via the normal logistics and resource management processes to fulfill the needs they were requested for and to secure appropriate documentation.

Unsolicited donations of goods and services will be managed by the Parks and Recreation Department and details can be found in their department plan.

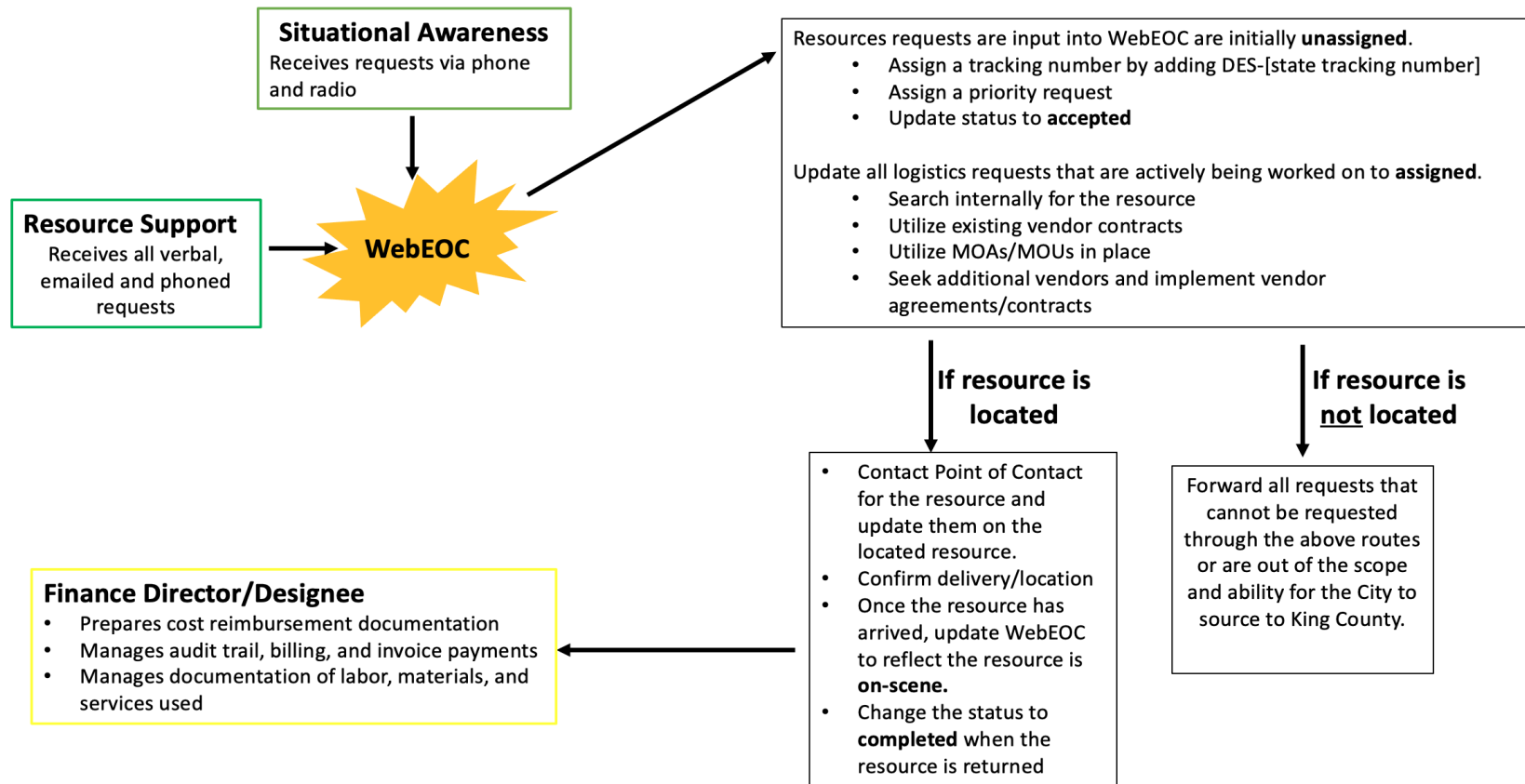


Figure 3: Logistics Resource Request Process using WebEOC

X. DEVELOPMENT & MAINTENANCE

Ongoing plan development and maintenance requires coordination with the whole community. The City of Des Moines Emergency Management will coordinate with all city agencies and organizations that have a role in incident response management for the development and execution of policy, planning, training, equipping, and other preparedness activities. This will primarily be achieved through the City's Emergency Management Committee. A version of this plan will be made available to the public on the City of Des Moines website at <http://www.desmoineswa.gov>

A. Review Process

The Emergency Manager will ensure that exercises of this plan are conducted on an annual basis, except in years when there are actual EOC activations. EOC activations will be used in lieu of exercises for plan evaluation and maintenance purposes. The plan will also be reviewed annually to ensure no fundamental changes have occurred within the City that need to be updated in the plan.

B. After-Action Reports (AARs)

After-Action Reviews (AAR) are an important part of understanding how and why emergency actions were successful or could have been more effective. They help the City improve its response and recovery efforts by evaluating the entire event, including training efforts beforehand.

Emergency Management will conduct an After-Action Review following each EOC activation and exercise, for the purpose of identifying lessons learned. All involved agencies, departments, and key personnel will be included in the AAR process to provide feedback and identification of areas for improvement and recommendations, as well as to identify things that work well and should be retained. Emergency Management will complete a corrective action plan to capture the items learned from the AAR, assign responsible parties for implementation, and follow-up with those parties to ensure the corrective actions are taken. Annual reports will be made by the Emergency Management Director and provided to the City Administrator and Mayor regarding the status of corrective actions.

C. Revision & Maintenance Schedule

The Director of Emergency Management will appoint a primary City Point-of-Contact for CEMP management and maintenance. The City considers the CEMP to be in a constant state of revision. Whenever an event or incident has a scope and scale that requires the EOC to activate or requires complex support operations, the specific portions of the plan that were implemented will be reviewed and appropriately revised to reflect lessons learned and best practices resulting from EOC operations.

This plan will be completely updated as required by state law, with supplemental updates done as the need arises. The complete update will be submitted to the Washington State Emergency Management Division for review prior to formal adoption by the city. Emergency Management will monitor and update this plan in accordance with changes in Federal & State requirements.

Appendix I: Terms & Definitions

After Action Report	A narrative report that presents issues found during an incident or exercise along with recommendations on how those issues can be resolved.
Alternate Facility	An alternate work site that provides the capability to perform minimum essential departmental or jurisdictional functions until normal operations can be resumed.
Appendix	Contains details, methods, and technical information that are unique to specific hazards identified as being likely to pose a threat of disaster in the community. Appendices are supplementary, helper documents, frequently changing but without specific direction.
Comprehensive Emergency Management Plan	A plan developed by the jurisdictional emergency management program and participating entities, which addresses the mitigation, preparation, response and recovery associated with emergency or disaster incidents, or large community events.
Concept of Operations (CONOPS)	User-oriented document that describes the characteristics for a proposed asset or system from the viewpoint of any individual or organizational entity that will use it in their daily work activities or who will operate or interact directing with it.
Continuity of Government	Measures taken by a government to continue to perform required functions during and after a disaster. A coordinated effort within each branch of government to continue its minimum essential responsibilities in a catastrophic emergency.
Continuity of Operations Plan	An internal effort within individual components of a government to ensure the capability exists to continue essential component functions across a wide range of potential emergencies, including localized acts of nature, accidents, and technological or attack-related incidents.

Damage Assessment

The process of determining the magnitude of damage and the unmet needs of the community as the result of a hazardous event. Estimation of damages made after a disaster has occurred which serves as the basis of the Mayor's Proclamation of Emergency.

Debrief

A meeting held after an event or disaster to discuss what happened, lessons learned and to discuss what may or may not be shared with the public.

Direction and Control

The emergency support function that defines the management of emergency response and recovery.

Disaster

An incident, expected or unexpected, in which a community's available, pertinent resources are exhausted, or the need for resources exceeds availability, and in which a community undergoes severe damage, incurring losses so that the social or economic structure of the community is disrupted and the fulfillment of some or all of the community's essential functions are prevented.

Emergency Alert System

A federally mandated program established to enable the President, federal, state, and local jurisdiction authorities to disseminate emergency information to the public via the Commercial Broadcast System. Formerly known as the Emergency Broadcast System, it requires broadcasters to relay emergency information. This system is for immediate action emergencies where the public needs to be informed.

Emergency Medical Services

A system that provides care to the sick and injured at the scene of any medical emergency or while transporting a patient in an ambulance to an appropriate medical control. In King County, the care will be BLS (basic life support) provided by an EMT (Emergency Medical Technician) or ALS (Advanced Life support) provided by a paramedic.

Emergency	A sudden, usually unexpected event that does or could do harm to people resources, property, or the environment. Emergencies can range from single to localized incidents, natural or technological, that damage or threaten to damage, local operations.
Emergency Management	The preparation for and carrying out of all emergency functions to mitigate, prepare for, respond to, and recover from emergencies and disasters, to aid survivors suffering from injury or damage resulting from disasters caused by all hazards, whether natural or technological, and to provide support for search and rescue operations for persons and property in distress.
Emergency Management Director	The individual within each political subdivision that has coordination responsibility for jurisdictional emergency management.
Emergency Management Assistance Compact	Agreements that provide for jurisdictions in different states to provide resources or other support to one another during an incident.
Emergency Management Division	Washington State Emergency Management Division, responsible for state-wide emergency management activities.
Emergency Operations Center	A central physical or virtual location from which overall direction, control and coordination of a jurisdictional response to a disaster is established. The EOC is generally equipped and staffed to perform the following functions: collect, record, analyze, display and distribute information; coordinate public information and warning; coordinate government agency activities; support first responders by coordinating the management and distribution of information and resources and the restoration of services; conduct appropriate liaison and coordination activities with all levels of government, public utilities, volunteer and civic organizations and the public.

Emergency Operations Plan

The NIMS compliant plan developed by the jurisdictional emergency management program and participating entities, outlining the roles and responsibilities of the EOC staff supporting on-scene emergency operations and coordinating resources.

Emergency Proclamation

The legal action formalizing the ability of the jurisdictional authority (as determined by ordinance) to take extraordinary measures beyond normal capabilities to cope with the consequences of a natural or technological disaster in order to protect lives, property, economy, and environment. The local proclamation is a pre-requisite for county, state, or federal assistance. A local proclamation authorizes the use of local resources and allows emergency expenditures, as well as, allowing for waiver or normal bid procedures and other processes.

Emergency Work

Work that must be done to immediately save lives and protect improved property and public health and safety to avert or lessen the threat of a major disaster.

Emergency Worker

Any person, including but not limited to, an architect registered under RCW 18.01, a professional engineer registered under RCW 18.43, or a volunteer registered under RCW 38.52/WAC 118.04, who is registered with a local emergency management organization for the purpose of engaging in authorized emergency management activities or is an employee of the state of Washington or any political subdivision thereof who is called upon to perform emergency management activities.

Essential Functions

Those functions, stated or implied, that jurisdictions are required to perform by statute or executive order or are otherwise necessary to provide vital services, exercise civil authority, maintain the safety and well-being of the general populace, and sustain the industrial/economic base in an emergency.

Essential Operations	Those operations, stated or implied that departments are required to perform by statute or executive order or are otherwise deemed necessary.
Essential Personnel	Staff of the department or jurisdiction that are needed for the performance of the organization's mission essential-functions.
Evacuation	A protective action which involves leaving an area of risk until the hazard has passed.
Event	A planned, non-emergency activity. ICS can be used as the management system for a wide range of events e.g. parades, concerts and sporting events.
Facility	Any publicly or privately owned building, works, system, or equipment built or manufactured, or an improved and maintained natural feature.
Federal Emergency Management Agency	An agency created in 1979 to provide a single point of accountability for all federal activities related to disaster mitigation and emergency preparedness, response, and recovery. FEMA manages the President's Disaster Relief Fund and coordinates the disaster assistance activities of all federal agencies in the event of a Presidential Disaster Declaration.
Hazard	Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.
Hazard Identification & Vulnerability Analysis	A comprehensive plan that is the result of a systematic evaluation of a jurisdiction's existing natural and technological hazards. It includes a vulnerability assessment to such hazards and provides guidance for mitigation efforts.

Hazard Mitigation

Any measure that will reduce or prevent the damaging effects of a hazard.

Incident

An occurrence or event, either human-caused or natural phenomena, that requires action by emergency services personnel to prevent or minimize the loss of life or damage to property and/or environment.

Incident Action Plan

The strategic goals, tactical objectives, and support requirements for the incident. All incidents require an action plan. On small, single emergencies the action plan may be verbal.

Incident Command System

The combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure for the purpose of responding to a hazardous incident. An all-hazard, on-scene functional management system that establishes common standards in organization, terminology, and procedures.

Major Disaster

As defined in the Stafford Act, "Any natural catastrophe (including hurricane, tornado, storm, high water, wind driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mud slide, snow storm, or drought) or, regardless of cause, any fire, flood, or explosion in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this Act to supplement the efforts and available resources of states local governments, and disaster relief organizations in alleviating the damage, loss, hardship and suffering caused hereby."

Mitigation

Any sustained actions taken to eliminate or reduce the degree of long-term risk to human life, property and the environment from natural and technological events. Mitigation assumes our communities are exposed to risks whether or not an emergency occurs. Mitigation measures include, but are not limited to: building codes, disaster insurance, hazard information systems, land use

management, hazard analysis, land acquisition, monitoring and inspection, public education, research, relocation, risk mapping, safety codes, statutes and ordinances, tax incentives, and disincentives, equipment or computer tie downs, and stockpiling emergency supplies.

National Response Framework

The plan that established the basis for the provision of federal assistance to a state and local jurisdiction impacted by a catastrophic or significant disaster or emergency that result in a requirement for federal response assistance.

National Incident Management System

The concept that provides for a total approach to all risk incident management. NIMS addresses the ICS, training, qualifications and certifications, publications management, and supporting technology. NIMS outlines a standard incident management organization called Incident Command System (ICS) that establishes five functional areas—command, operations, planning, logistics, and finance/administration—for management of all major incidents. Within NIMS is the principle of Unified Command.

Non-Essential Personnel

Staff of the department or jurisdiction who are not required for the performance of the organization's mission-essential functions.

Objectives

The specific operations that must be accomplished to achieve goals, Objectives must be both specific and measurable.

Operational Period

In Incident Command, the period of time scheduled for execution of a given set of operation actions such as specified in the Incident Action Plan.

Plan Maintenance

Steps taken to ensure the plans are reviewed regularly and updated whenever major changes occur.

Preliminary Damage Assessment

The joint, local, state, and Federal analysis of damage that has occurred during a disaster and which may result in a Presidential Declaration of Disaster. The PDA is document through surveys, photos, and written information.

Preparedness

The range of deliberate, critical tasks, and activities necessary to build, sustain, and improve the operational capability to prevent, protect against, respond to, and recover from domestic incidents. Preparedness is operationally focused on establishing guidelines, protocols, and standards for planning, training, and exercises, personnel qualification and certification, equipment certification, and publication management.

Presidential Disaster Declaration

Formal declaration by the President that an Emergency or Major Disaster exists based upon the request for such a declaration by the Governor and with the verification of the FEMA preliminary damage assessment.

Public Information Officer

The person designated and trained to coordinate disaster related public information and media relations.

Radio Amateur Civil Emergency Services (i.e. Ham Radio Operators)

Volunteer Ham (amateur) radio operators who provide reserve communications within government agencies in time of extraordinary need. Although the exact nature of each activation will be different, the common thread is communications.

Recovery

A short-term and long-term process. Short-term operations restore vital services to the community and provide for the basic needs of the public. Long-term recovery focuses on restoring the community to its normal, or improved, state of affairs, including some form of economic viability. Recovery measures include, but are limited to, crisis counseling, damage assessment, debris clearance, decontamination, disaster application centers, disaster insurance payments, disaster loans and grants, disaster unemployment assistance, public information, reassessment of emergency plans, reconstruction, temporary housing, and full-scale

business resumption. Also, the extrication, packaging, and transport of the body of a person killed in a search and rescue incident.

Response

The actual provision of services during an event. These activities help to reduce casualties and damage to speed recovery. Actions taken immediately before, during, or directly after an emergency occurs, to save lives, minimize damage to property and the environment, and enhance the effectiveness of recovery. Response measures include, but are not limited to, emergency plan activation, emergency alert system activation, emergency instructions to the public, emergency medical assistance, staffing the emergency operations center, public official alerting, reception and care, shelter and evacuation, search and rescue, resource mobilization, and warning system activation.

Warning & Information

Advising the public of a threatening or occurring hazard and providing information to assist them in safely preparing for and responding to the hazard.

Appendix II: Acronyms

AAR	After-Action Report
AFN	Access and Functional Needs
ALS	Advanced Life Support
ASL	American Sign Language
BIPOC	Black, Indigenous, People of Color
CEMP	Comprehensive Emergency Management Plan
COG	Continuity of Government
COOP	Continuity of Operations Plan
DOC	Department Operations Center
DoD	Department of Defense
EAS	Emergency Alert System
EMAC	Emergency Management Assistance Compact
EMD	Emergency Management Division
EOC	Emergency Operations Center
EOP	Emergency Operations Plan
FEMA	Federal Emergency Management Agency
HHS	Health & Human Services
IAP	Incident Action Plan
IC	Incident Command
ICS	Incident Command System
IDD	Intellectual & Development Disabilities
LEP	Limited English Proficiency
NIMS	National Incident Management System
NRF	National Response Framework
OFM	Office of Financial Management
PIO	Public Information Officer
SBA	Small Business Administration
SEOC	State Emergency Operations Center
SKFR	South King Fire & Rescue
SMART	Specific, Measurable, Achievable, Relevant, Time-bound
SOP	Standard Operating Procedure
RCECC	Regional Communications Emergency Coordination Center
UCG	Unified Command Group
UHF	Ultra-High Frequency Radios
VHF	Very High Frequency Radios
WAMAS	Washington Mutual Aid System

Appendix III: Authorities & References

This appendix is a compilation of the references and authorities used to complete this plan.

CODES & REGULATIONS

City of Des Moines

- Des Moines Municipal Code Chapter 2.36 – Emergency Management
- Resolution No. 1034 – NIMS Adoption

Washington State

- RCW 35.33.081 – Emergency Expenditures – Nondebtable Emergencies
- RCW 35.33.091 – Emergency Expenditures – Other Emergencies
- RCW 35.33.101 – Emergency Warrants
- RCW 38.52 – Emergency Management
- RCW 38.56 – Intrastate Mutual Aid System
- RCW 39.34 – Interlocal Cooperation Act
- RCW 40.10.010 – Essential Record Designation
- RCW 42.14 – Continuity of Government
- RCW 49 – Laws Against Discrimination
- WAC 118-04 – Emergency Worker Program
- WAC 118-30 – Local Emergency Management/Services Organizations, Plans & Programs
- WAC 296-843 – Hazardous Waste Operations
- WAC 296-62 – General Occupation Health Standards

Federal

- Public Law 93-288 – Disaster Relief Act of 1974, as amended by Public Law 100-707, the Robert T. Stafford Disaster and Emergency Assistance Act
- Public Law 96-342 – Improved Civil Defense Act of 1980, as amended
- Public Law 99-499 Title III Superfund Amendment and Re-authorization Act of 1986
- Public Law 107-296 – Homeland Security Act of 2002
- HSPD 5 – Management of Domestic Incidents
- Title 44, CFR, Section 205.16 – Nondiscrimination
- National Incident Management System (NIMS)

PLANS

Local

- Department Standard Operating Procedures
- City of Des Moines Inclusive Emergency Communications Plan (IECP)

County

- King County Hazard Mitigation and Vulnerability Assessment
- King County Comprehensive Emergency Management Plan
- King County Inclusive Emergency Communications Plan
- King County Regional Disaster Plan
- King County Regional Coordination Framework

State

- Washington State Comprehensive Emergency Management Plan
- Emergency Management Assistance Compact (EMAC)

Federal

- Americans with Disabilities Act of 1990 as amended by the Americans with Disabilities Act of 2008, Public Law 110-325
- National Response Framework
- Pets Evacuation & Transportation Standards Act of 2006, Public Law 109-308
- CPG 101 – A Guide for All-Hazard Emergency Operations Planning

Appendix IV: CEMP Distribution List

[illegible]

City Clerk/ Communications

1. Purpose

- 1.1. To provide guidance for the dissemination, collection, and verification of information to the media, public, and other stakeholders during emergencies or disasters.

Primary Core Capabilities	
Public Information & Warning	Deliver coordinated, prompt, reliable, and actionable information to the whole community through the use of clear, consistent, accessible, and culturally and linguistically appropriate methods to effectively relay information regarding any threat or hazard, as well as the actions being taken, and the assistance being made available, as appropriate
Planning	Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives.
Risk and Disaster Resilience	Assess risk and disaster resilience so that decision makers, responders, and community members can take informed action to reduce their entity's risk and increase their resilience.
Economic Recovery	Return economic and business activities (including food and agriculture) to a healthy state and develop new business and employment opportunities that result in an economically viable community.

Support Core Capabilities	
Threat and Hazard Identification	Identify the threats and hazards that occur in the geographic area; determine the frequency and magnitude; and incorporate this into analysis and planning processes so as to clearly understand the needs of a community or entity.
Situational Assessment	Provide all decision makers with decision-relevant information regarding the nature and extent of the hazard, any cascading effects, and the status of the response.

2. Authorities and Policies

2.1

- Des Moines Municipal Code Chapter 2.36- Emergency Management
- Resolution No. 1034- NIMS Adoption
- Revised Code of Washington 38.52- Emergency Management
- Washington Administration Codes (WAC) 118-30 and 296 62-312
- City of Des Moines Inclusive Emergency Communications Plan (IECP)

3. Situation Overview

- 3.1. All hazards have the potential to create the need for the dissemination of information from the City to employees, residents, business owners, media and other stakeholders.

4. Concept of Operations

4.1. Some functions of this Department may include, but are not limited to, the following:

- The City's PIO will collect and verify initial information and compile it for dissemination. Initial dissemination may be limited to the City Manager, EOC, and others on a "need-to-know" basis.
- The Public Information Officer (PIO) will supply accurate, consistent and clear information to the media, the public, and the local governments, as approved by the City Manager, Incident Commander,

City Clerk/ Communications

or other designated person.

4.1.1. Core Capabilities Description

Core Capability		
Mission Area	Critical Task I.D.	Critical Task
Public Information & Warning		
Prevention	1	Share prompt and actionable messages, to include National Terrorism Advisory System alerts, with the public and other stakeholders, as appropriate, to aid in the prevention of imminent or follow-on terrorist attacks, consistent with the timelines specified by existing processes and protocols
	2	Provide public awareness information to inform the general public on how to identify and provide terrorism-related information to the appropriate law enforcement authorities, thereby enabling the public to act as a force multiplier in the prevention of imminent or follow-on acts of terrorism
Protection	1	Use effective and accessible indication and warning systems to communicate significant hazards to involved operators, security officials, and the public (including alerts, detection capabilities, and other necessary and appropriate assets).
Mitigation	1	Communicate appropriate information, in an accessible manner, on the risks faced within a community after the conduct of a risk assessment.
Response	1	Inform all affected segments of society of critical lifesaving and life-sustaining information by all means necessary, including accessible tools, to expedite the delivery of emergency services and aid the public to take protective actions.
	2	Deliver credible and actionable messages to inform ongoing emergency services and the public about protective measures and other life-sustaining actions, and facilitate the transition to recovery
Recovery	1	Reach all populations within the community with effective actionable recovery-related public information messaging and communications that are accessible to people with disabilities and people with limited English proficiency; protect the health and safety of the affected population; help manage expectations; and ensure stakeholders have a clear understanding of available assistance and their roles and responsibilities
	2	Support affected populations and stakeholders with a system that provides appropriate, current information about any continued assistance, steady state resources for long-term impacts, and monitoring programs in an effective and accessible manner.
Planning		
Response	1	Develop operational plans that adequately identify critical objectives based on the planning requirement, provide a complete and integrated picture of the sequence and scope of the tasks to achieve the objectives, and are implementable within the timeframe contemplated in the plan using available resources
Recovery	1	Convene the core of an inclusive planning team (identified pre-disaster), which will oversee disaster recovery planning
	2	Complete an initial recovery plan that provides an overall strategy and timeline, addresses all core capabilities, and integrates socioeconomic, demographic, accessibility, technology, and risk assessment considerations (including projected

City Clerk/ Communications

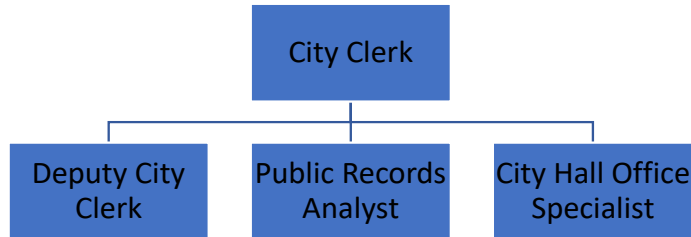
Core Capability		
Mission Area	Critical Task I.D.	Critical Task
		climate change impacts), which will be implemented in accordance with the timeline contained in the plan
Risk & Disaster Resilience Management		
Mitigation	1	Ensure that local, state, tribal, territorial, and insular area governments and the top 100 Metropolitan Statistical Areas complete a risk assessment that defines localized vulnerabilities and consequences associated with potential natural, technological, and human-caused threats and hazards to their natural, human, physical, cyber, and socioeconomic interests
Economic Recovery		
Recovery	1	Conduct a preliminary assessment of economic issues and identify potential inhibitors to fostering stabilization of the affected communities
	2	Return affected area's economy within the specified timeframe in the recovery plan
	3	Ensure the community recovery and mitigation plan(s) incorporates economic revitalization and removes governmental inhibitors to post-disaster economic sustainability, while maintaining the civil rights of citizens
Threat and Hazard Identification		
Mitigation	1	Identify the threats and hazards within and across local, state, tribal, territorial, and insular area governments and the top 100 Metropolitan Statistical Areas, in collaboration with the whole community, against a national standard based on sound science
Situational Assessment		
Response	1	Deliver information sufficient to inform decision making regarding immediate lifesaving and life-sustaining activities, and engage governmental, private, and civic sector resources within and outside of the affected area to meet basic human needs and stabilize the incident.
	2	Deliver enhanced information to reinforce ongoing lifesaving and life-sustaining activities, and engage governmental, private, and civic sector resources within and outside of the affected area to meet basic human needs, stabilize the incident, and transition to recovery.

5. Organization

The City of Des Moines operates under a Council / City Manager form of government with the City Manager serving as the chief executive. As provided by state law and Des Moines City Municipal Code 2.36 Emergency Management, the City Manager or their designee shall serve as the City's Emergency Management Director. In the absence of the City Manager, the Chief Operations Officer shall serve in this capacity having the same responsibilities and authorities of the City Manager. The City Manager shall appoint a duly qualified Emergency Management Coordinator from among existing City staff.

City Clerk/ Communications

5.1. Structure



6. Direction, Control, & Coordination

6.1. Horizontal Integration

The City Clerk integrates horizontally with all departments to gather information pertinent to the emergency situation to provide information back to those departments.

6.2. Vertical Integration

The City Clerk functions as the PIO in daily duties and during an emergency. The PIO uses the information gathered from other departments to brief the City Manager, EOC Director, City Council, and other decision-makers on public information needs and requirements.

7. Information Collection, Analysis, & Dissemination

7.1. Information Collection

Each department is responsible for communicating situation updates to the EOC that are shared with the PIO. The PIO consolidates the information from each department.

7.1.1. Essential Elements of Information (EEIs)

The City of Des Moines has established Essential Elements of Information (EEI) for various departments and incidents within the City. These elements are likely to change more often than this plan is updated. As such, the majority of the City's EEIs are located in the City of Des Moines EEI document, which is sortable by department and incident and can be updated regularly, without modifying this plan. There are, however, basic elements that every department should gather upon implementation of this plan:

1. What is the location and nature of the emergency?
2. What department or outside resources are already committed to the emergency?
3. What additional department resources are needed to contain the incident or deal with initial impacts?
4. Do we have sufficient resources to contain the incident or deal with initial impacts? If not, immediately communicate this to the EOC.
5. What is the immediate impact to department employees (injuries, deaths, inability to reach the City, etc.)?
6. What is the immediate impact to department facilities (damage, destruction, loss of utilities, etc.)

Information gathered during this initial phase should be communicated as soon as possible to the EOC, with the exception of resource deficiencies, which should be reported immediately.

City Clerk/ Communications

7.1.2. Information Analysis

The City Clerk/PIO will review EOC reports presented to the Policy Group to ensure all needed and necessary information is shared with the public in a timely manner, in an appropriate way that will ensure that the information is received by the most people needing the information. The City of Des Moines has a detailed Inclusive Emergency Communication Plan (IEC) that will be utilized to ensure proper translation and distribution of messaging in appropriate languages and formats.

7.1.3. Information Dissemination

The City of Des Moines will utilize King County ALERT to disseminate information to the public and employees as needed.

The Trusted Partners Network (TPN) is comprised of cultural, service, and faith leaders among limited English language groups. TPN members are already considered trusted, go-to sources during emergencies. The City of Des Moines will utilize this resource to disseminate emergency messaging within their respective communities using their own cultural connections and social media networks as detailed in the Integrated Emergency Communications Plan.

8. Responsibilities

Preparedness	Activity/Action	Organization(s) Involved
	The PIO will participate in planning meetings and will develop and maintain a crisis communication plan.	
	The department will develop and maintain a COOP plan.	
	Maintain IECP by reviewing and updating annually	

Prevention	Critical Task I.D.	Activity/Action	Organization(s) Involved
Public Information and Warning	1&2	Deliver reliable and actionable information, including National Terrorism Advisory System alerts, to Des Moines residents and businesses, including people with access and functional needs and limited English proficiency, within 30 minutes of notification of a credible, imminent terrorist threat, upon the authorization of the law enforcement agency in charge.	Police Department, KCOEM, WAOEM, Port of Seattle

Protection	Critical Task I.D.	Activity/Action	Organization(s) Involved
Public Information & Warning	1	The communications team will use various methods of warning systems to protect residents and those affected by the emergency or disaster such as: Emergency Alert System (via King County or WA EMD), King County ALERT, TPN, Amateur Radio, and other communication systems and networks.	Police Department, King County Office of EM, Washington State Office- EM
	1	Deliver reliable and actionable information, including National Weather Advisory System alerts, to Des	

City Clerk/ Communications

Protection	Critical Task I.D.	Activity/Action	Organization(s) Involved
		Moines residents and businesses, including people with access and functional needs and limited English proficiency, within 30 minutes of notification of a forecasted inclement weather or significant hazard events.	

Mitigation	Critical Task I.D.	Activity/Action	Organization(s) Involved
Public Information & Warning	1	The PIO will establish relationships with local media, Trusted Partner Network (TPN) and local non-profits that have an established reputation with delivering current and accurate information to the community.	
	1	The PIO will participate in Zone 3 and King County meetings and trainings relevant to public information.	
Risk & Disaster Resilience Assessment	1	Participate in periodic risk and disaster resilience assessments to analyze vulnerabilities, resilience capabilities, and estimate impacts of threats and hazards across the City in accordance with Federal, state, and local requirements.	King County EM FEMA
Threats & Hazards Identification	1	Identify the threats and hazards within the whole community, against a national standard based on sound science.	

Response	Critical Task I.D.	Activity/Action	Organization(s) Involved
Planning	1	Work with the Policy Group in developing plans that will identify critical objectives by operational period for the teams work on response in the field.	
Public Information & Warning	1&2	The PIO will be an active member of the Joint Information System and any activated Joint Information Center that is relevant to the emergency and be responsible for crisis communications, information, coordinating media relations, community relations, and VIP relations	Internal and External stakeholder groups
	1&2	The PIO will gather timely and accurate information from all activated departments on the status of the emergency or disaster response, life-safety action steps and other appropriate information to be shared with the public and policy group.	All City Departments and SKFR
	1	The PIO will use appropriate social media platforms to get “real time” information to and from those affected by the emergency or disaster	VOAD groups
	1	The PIO will be an active member of the EOC to develop messaging throughout the emergency or incident.	

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Response	Critical Task I.D.	Activity/Action	Organization(s) Involved
Situational Awareness	1	The PIO or staff member will provide notification to leadership and partner organizations involved in incident management of the current and projected situation in a timely manner	

Recovery	Critical Task I.D.	Activity/Action	Organization(s) Involved
Public Information & Warning	1	The PIO will provide timely and accurate information regarding recovery operations and available resources to residents, and all affected by the emergency or disaster.	
Planning	1	Update all emergency operation plans related to messaging that define the roles and responsibilities of city staff and partner organizations.	
Economic Recovery	1	Work with city departments to create messaging regarding the reopening of city services and businesses closed due to the incident.	
	2	The City Clerk is the Risk Manager and will ensure a timely response for all claims against the city.	
	3	Reach out to the community to ensure community economic expectations and ideas are addressed during recovery.	

9. Resource Requirements

9.1. Micro-level (EOC/ECC)

City of Des Moines IECP
Access to WebEOC
VOAD Groups

9.2. Macro-level (Emergency-wide)

Trusted Partners Network (TPN)
Sound Cities Association – EM Committee
King County JIC
WA State JIC
Alert King County

10. References and Supporting Guidance

10.1. List & Briefly Describe

- Des Moines Inclusive Emergency Communication Plan (IECP)
- Des Moines Comprehensive Emergency Management Plan
- King County Comprehensive Emergency Management Plan
- King County Regional Disaster Framework
- Mutual Aid Agreements
- City of Des Moines Continuity of Operations Plan

City Clerk/ Communications

11. Terms and Definitions

The terms and definitions included here are specific to this department plan. Please refer to the base plan for a complete list of all terms and definitions that apply to the City of Des Moines CEMP.

Community Development

1. Purpose

1.1 The mission of the Community Development Department is to foster safe, decent, and sustainable neighborhoods and to enhance housing quality and affordability for the citizens of Des Moines

Primary Core Capabilities	
Operational Coordination	Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of Core Capabilities
Community Resilience	Enable the recognition, understanding, communication of, and planning for risk, and empower individuals and communities to make informed risk management decisions necessary to adapt to, withstand, and quickly recover from future incidents

Support Core Capabilities	
Planning	Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives
Public Information and Warning	Deliver coordinated, prompt, reliable, and actionable information to the whole community through the use of clear, consistent, accessible, and culturally and linguistically appropriate methods to effectively relay information regarding any threat or hazard, as well as the actions being taken and the assistance being made available, as appropriate.
Risk Management for Protection Programs	Identify, assess, and prioritize risks to inform Protection activities, countermeasures, and investments
Operational Coordination	Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of Core Capabilities.
Long-term Vulnerability Reduction	Build and sustain resilient systems, communities, and critical infrastructure and key resources lifelines so as to reduce their vulnerability to natural, technological, and human-caused threats and hazards by lessening the likelihood, severity, and duration of the adverse consequences
Risk & Disaster Resilience	Assess risk and disaster resilience so that decision makers, responders, and community members can take informed action to reduce their entity's risk and increase their resilience.
Threats & Hazards Identification	Identify the threats and hazards that occur in the geographic area; determine the frequency and magnitude; and incorporate this into analysis and planning processes so as to clearly understand the needs of a community or entity.
Infrastructure Systems	Stabilize critical infrastructure functions, minimize health and safety threats, and efficiently restore and revitalize systems and services to support a viable, resilient community.
Environmental Response/Health & Safety	Conduct appropriate measures to ensure the protection of the health and safety of the public and workers, as well as the environment, from all hazards in support of responder operations and the affected communities.
Operational Communication	Ensure the capacity for timely communications in support of security, situational awareness, and operations by any and all means available, among and between affected communities in the impact area and all response forces.
Situational Assessment	Provide all decision-makers with decision-relevant information regarding the nature and extent of the hazard, any cascading effects, and the status of the response.

Community Development

Housing	Implement housing solutions that effectively support the needs of the whole community and contribute to its sustainability and resilience.
Natural & Cultural Resources	Protect natural and cultural resources and historic properties through appropriate planning, mitigation, response, and recovery actions to preserve, conserve, rehabilitate, and restore them consistent with post-disaster community priorities and best practices and in compliance with applicable environmental and historic preservation laws and Executive orders.

2. Authorities and Policies

2.1. List & Briefly Describe

- Des Moines Municipal Code Chapter 2.36- Emergency Management
- Resolution No. 1034- NIMS Adoption
- Revised Code of Washington 38.52- Emergency Management
- Washington Administration Codes (WAC) 118-30 and 296 62-312

3. Situation Overview

3.1. The Community Development Department is comprised of the Building (includes Permit Center) and Planning Divisions, all of which are integral to Citywide redevelopment and recovery activities for the City. In an emergency situation, all divisions will assist with environmental stability, damage assessments and implementing reconstruction and repair plans for the community.

4. Concept of Operations

4.1. Some functions of this Department may include, but are not limited to, the following:

To coordinate and organize the City's planning, environmental stability, and impact activities for the services, technical assistance and expertise, assist with construction management, and other support in response to an emergency or disaster. To guide damage assessments throughout the City, meeting rapid and preliminary damage assessment expectations. Plan and review comprehensive long-term planning.

4.1.1. Core Capabilities Description

Core Capability		
Mission Area	Critical Task I.D.	Critical Task
Planning		
Prevention	1	Identify critical objectives during the planning process, provide a complete and integrated picture of the sequence and scope of the tasks to achieve the objectives, and ensure the objectives are implementable within the timeframe contemplated within the plan using available resources for prevention-related plans.
	2	Develop and execute appropriate courses of action in coordination with local, state, tribal, territorial, Federal, and private sector entities in order to prevent an imminent terrorist attack within the United States.
Protection	1	Develop protection plans that identify critical objectives based on planning requirements, provide a complete and integrated picture of the sequence and scope of the tasks to achieve the planning objectives, and implement planning requirements within the timeframe contemplated within the plan using available resources for protection-related plans.
	2	Implement, exercise, and maintain plans to ensure continuity of operations
Mitigation	1	Develop approved hazard mitigation plans that address relevant threats/hazards in accordance with the results of their risk assessment within all local, state, tribal, territorial, and Federal partners

Community Development

Core Capability		
Mission Area	Critical Task I.D.	Critical Task
Response	1	Develop operational plans that adequately identify critical objectives based on the planning requirement, provide a complete and integrated picture of the sequence and scope of the tasks to achieve the objectives, and are implementable within the timeframe contemplated in the plan using available resources
Recovery	1	Convene the core of an inclusive planning team (identified pre-disaster), which will oversee disaster recovery planning.
	2	Complete an initial recovery plan that provides an overall strategy and timeline, addresses all core capabilities, and integrates socioeconomic, demographic, accessibility, technology, and risk assessment considerations (including projected climate change impacts), which will be implemented in accordance with the timeline contained in the plan
Public Information and Warning		
Prevention	1	Share prompt and actionable messages, to include National Terrorism Advisory System alerts, with the public and other stakeholders, as appropriate, to aid in the prevention of imminent or follow-on terrorist attacks, consistent with the timelines specified by existing processes and protocols.
	2	Provide public awareness information to inform the general public on how to identify and provide terrorism-related information to the appropriate law enforcement authorities, thereby enabling the public to act as a force multiplier in the prevention of imminent or follow-on acts of terrorism
Protection	1	Use effective and accessible indication and warning systems to communicate significant hazards to involved operators, security officials, and the public (including alerts, detection capabilities, and other necessary and appropriate assets)
Mitigation	1	Communicate appropriate information, in an accessible manner, on the risks faced within a community after the conduct of a risk assessment
Response	1	Inform all affected segments of society of critical lifesaving and life-sustaining information by all means necessary, including accessible tools, to expedite the delivery of emergency services and aid the public to take protective actions
	2	Deliver credible and actionable messages to inform ongoing emergency services and the public about protective measures and other life-sustaining actions, and facilitate the transition to recovery
Recovery	1	Reach all populations within the community with effective actionable recovery-related public information messaging and communications that are accessible to people with disabilities and people with limited English proficiency; protect the health and safety of the affected population; help manage expectations; and ensure stakeholders have a clear understanding of available assistance and their roles and responsibilities
	2	Support affected populations and stakeholders with a system that provides appropriate, current information about any continued assistance, steady state resources for long-term impacts, and monitoring programs in an effective and accessible manner
Operational Coordination		
Protection	1	Establish and maintain partnership structures among Protection elements to support networking, planning, and coordination.

Community Development

Core Capability		
Mission Area	Critical Task I.D.	Critical Task
Mitigation	1	Establish protocols to integrate mitigation data elements in support of operations with local, state, tribal, territorial, and insular area partners and in coordination with Federal agencies.
Response	1	Mobilize all critical resources and establish command, control, and coordination structures within the affected community, in other coordinating bodies in surrounding communities, and across the Nation, and maintain as needed throughout the duration of an incident.
	2	Enhance and maintain command, control, and coordination structures consistent with the National Incident Management System (NIMS) to meet basic human needs, stabilize the incident, and transition to recovery
Recovery	2	Define the path and timeline for recovery leadership to achieve the jurisdiction's objectives that effectively coordinates and uses appropriate local, state, tribal, territorial, insular area, and Federal assistance, as well as nongovernmental and private sector resources. This plan is to be implemented within the established timeline
Risk Management for Protection Programs		
Protection	1	Ensure critical infrastructure sectors and Protection elements have and maintain risk assessment processes to identify and prioritize assets, systems, networks, and functions
	2	Ensure operational activities and critical infrastructure sectors have and maintain appropriate threat, vulnerability, and consequence tools to identify and assess threats, vulnerabilities, and consequences.
Community Resilience		
Mitigation	1	Maximize the coverage of the U.S. population that has a localized, risk-informed mitigation plan developed through partnerships across the entire community
	2	Empower individuals and communities to make informed decisions to facilitate actions necessary to adapt to, withstand, and quickly recover from future incidents
Long-term Vulnerability Reduction		
Mitigation	1	Achieve a measurable decrease in the long-term vulnerability of the Nation against current baselines amid a growing population base, changing climate conditions, increasing reliance upon information technology, and expanding infrastructure base
Risk & Disaster Resilience Assessment		
Mitigation	1	Ensure that local, state, tribal, territorial, and insular area governments and the top 100 Metropolitan Statistical Areas complete a risk assessment that defines localized vulnerabilities and consequences associated with potential natural, technological, and human-caused threats and hazards to their natural, human, physical, cyber, and socioeconomic interests
Threats & Hazards Identification		
Mitigation	1	Identify the threats and hazards that occur in the geographic area; determine the frequency and magnitude; and incorporate this into analysis and planning processes so as to clearly understand the needs of a community or entity.
Infrastructure Systems		
Response	1	Decrease and stabilize immediate infrastructure threats to the affected population, to include survivors in the heavily damaged zone, nearby communities that may be affected by cascading effects, and mass care support facilities and evacuation processing centers with a focus on life sustainment and congregate care services.

Community Development

Core Capability		
Mission Area	Critical Task I.D.	Critical Task
	2	Re-establish critical infrastructure within the affected areas to support ongoing emergency response operations, life sustainment, community functionality, and a transition to recovery
	3	Provide for the clearance, removal, and disposal of debris.
	4	Formalize partnerships with governmental and private sector cyber incident or emergency response teams to accept, triage, and collaboratively respond to cascading impacts in an efficient manner
Environmental Response/Health & Safety		
Response	4	Identify, evaluate, and implement measures to prevent and minimize impacts to the environment, natural and cultural resources, and historic properties from all-hazard emergencies and response operations
Operational Communication		
Response	1	Ensure the capacity to communicate with both the emergency response community and the affected populations and establish interoperable voice and data communications between Federal, tribal, state, and local first responders.
	2	Re-establish sufficient communications infrastructure within the affected areas to support ongoing life-sustaining activities, provide basic human needs, and a transition to recovery
	3	Re-establish critical information networks, including cybersecurity information-sharing networks, to inform situational awareness, enable incident response, and support the resilience of key systems.
Situational Assessment		
Response	1	Deliver information sufficient to inform decision making regarding immediate lifesaving and life-sustaining activities, and engage governmental, private, and civic sector resources within and outside of the affected area to meet basic human needs and stabilize the incident
	2	Deliver enhanced information to reinforce ongoing life-saving and life-sustaining activities, and engage governmental, private, and civic sector resources within and outside of the affected area to meet basic human needs, stabilize the incident, and transition to recovery.
Housing		
Recovery	1	Assess preliminary housing impacts and needs, identify currently available options for temporary housing, and plan for permanent housing
	2	Ensure community housing recovery plans continue to address interim housing needs, assess options for permanent housing, and define a timeline for achieving a resilient, accessible, and sustainable housing market.
	3	Establish a resilient and sustainable housing market that meets the needs of the community, including the need for accessible housing within the specified timeframe in the recovery plan.
Natural & Cultural Resources		
Recovery	1	Implement measures to protect and stabilize records and culturally significant documents, objects, and structures
	2	Mitigate the impacts to and stabilize the natural and cultural resources, and conduct a preliminary assessment of the impacts that identifies protections that need to be in place during stabilization through recovery

Community Development

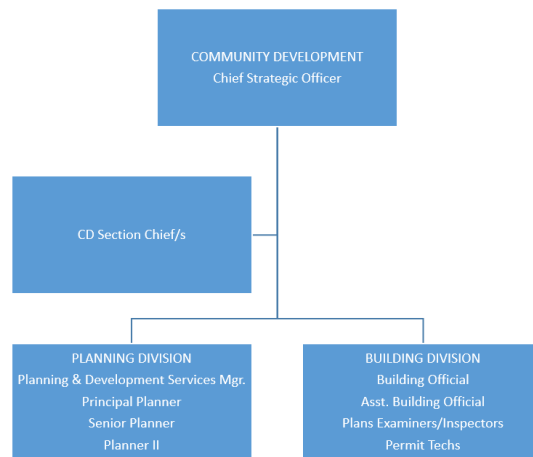
Core Capability		
Mission Area	Critical Task I.D.	Critical Task
	3	Complete an assessment of affected natural and cultural resources and develop a timeline for addressing these impacts in a sustainable and resilient manner.
	4	Preserve natural and cultural resources as part of an overall community recovery that is achieved through the coordinated efforts of natural and cultural resource experts and the recovery team in accordance with the specified timeline in the recovery plan.

5. Organization

5.1. Summary

The City of Des Moines operates under a Council / City Manager form of government, with the City Manager serving as the chief executive. The city departments are the Administration / City Manager; City Attorney; Finance; Parks, Recreation and Senior Services; Harbormaster; Court Administrator; Police; and Community Development, and Public Works. The City has been annexed into South King Fire & Rescue's jurisdiction for the provision of fire suppression and medical aid. In an emergency situation and upon activation of the Emergency Operations Center (EOC), the Director of Community Development will be an active member.

5.2 Structure:



6. Direction, Control, & Coordination

6.1. Horizontal Integration – The Community Development departments coordinates with all departments during a disaster to gather physical and environmental damage information and to provide services necessary for other departments to complete their own tasks.

6.2. Vertical Integration – The Community Development Department provides information up to the City Administrator, Mayor, City Council, and/or EOC regarding the physical and environmental of an incident upon the City. They communication information down to the Planning Division, and Building Division regarding incident specific policies and tasks that need to be completed.

Community Development

7. Information Collection, Analysis, & Dissemination

7.1. Information Collection

Community Development staff or consultants will evaluate the stability of any impacted disaster zone to include landslides, flood zones, and wetlands. Building will deploy and gather information on any structure or building impacted by an event. Permitting will evaluate applications to ensure permitting is expedited to help the recovery and rebuilding efforts. All areas work closely with engineering and share all information to the EOC to ensure a full understand of the situation form the Community Development Department.

7.1.1. Essential Elements of Information (EEIs)

The City of Des Moines has establishing Essential Elements of Information for various departments and incidents within the City. These elements are likely to change more often than this plan is updated. As such, the majority of the City's EEIs are located in the City of Des Moines EEI document, which is sortable by department and incident and can be updated regularly, without modifying this plan. There are however basic elements that every department should gather upon implementation of this plan:

1. What is the location and nature of the emergency?
2. What department or outside resources are already committed to the emergency?
3. What additional department resources are needed to contain the incident or deal with initial impacts?
4. Do we have sufficient resources to contain the incident or deal with initial impacts? If not, immediately communicate this to the EOC.
5. What is the immediate impact to department employees (injuries, deaths, inability to reach the City, etc.)?
6. What is the immediate impact to department facilities (damage, destruction, loss of utilities, etc.)

Information gathered during this initial phase should be communicated as soon as possible to the EOC, with the exception of resource deficiencies, which should be reported immediately.

7.1.2. Information Analysis

Community Development will gather information via windshield surveys and rapid assessments. The Department will coordinate with Engineering, Police, and Fire to determine focus areas and set priorities for evaluations. Documentation of damage via photos on iPad and or Cell phones. Provide owners and occupants of damaged buildings the Damaged Buildings Guide

7.1.3. Information Dissemination

Damaged property assessments are logged into Permit Trax after documentation has been completed. This creates COD for follow-up and will be flagged for the future permit application process. All information collected will be reported out to the EOC regularly to ensure all information pertaining to the emergency is communicated to all departments. Information will also be communicated to the Finance Department for inclusion in expenditure and damage reports.

Community Development

8. Responsibilities

Preparedness	Activity/Action	Organization(s) Involved
Preparedness	Participate in ongoing required training.	
	Create a COOP plan.	
	Appoint a Community Development lead to direct, prioritize, and coordinate community development operations in the EOC when indicated.	

Prevention	Critical Task I.D.	Activity/Action	Organization(s) Involved
Planning	1 & 2	Ensure staff maintains a basic level of preparedness and response capabilities. Provide updates on preparedness/training opportunities at the monthly Development Review meetings.	CD, Engineering, and GIS staff
Public Information and Warning	1 & 2	Building Primary – communicate to PIO about red-tagged facilities and other areas the public should avoid. Planning Primary – communicate to PIO about flood hazards, geohazards, critical areas, and cultural/historic resource areas of concern.	CD and GIS staff, USACE, FEMA, DNR, Ecology, DAHP, Tribes, King County

Protection	Critical Task I.D.	Activity/Action	Organization(s) Involved
Planning	1 & 2	Conduct periodic reviews and updates to City zoning, environmental (CAO, Flood Hazard Code, SMP) and building codes and GIS mapping for compliance with federal and state laws. Establish expedited review and permitting procedures for use during emergencies.	USACE, FEMA, DNR, Ecology, DAHP, Tribes, King County
Public Information and Warning	1	Maintain permit assistance memos and CD website content to educate the public on regulatory and permit requirements.	Citizens, property owners and businesses
Operational Coordination	1	Identify, assess, and prioritize risks to inform Protection activities, countermeasures and investments.	
Risk Management for Protection Programs	2	Ensure that project reviews and permitting complies with applicable national, state and local zoning, environmental and building code requirements to achieve the highest level of environmental, site and building safety.	USACE, FEMA, DNR, Ecology, DAHP, Tribes, King County, property owners, businesses

Community Development

Mitigation	Critical Task I.D.	Activity/Action	Organization(s) Involved
Planning	1	Conduct risk assessments of city/public buildings and infrastructure at risk for damage during an emergency and identify measures to repair or retrofit to reduce the potential for damage/hazards during an emergency (e.g., seismic event, flood, landslide...).	FAA, WSDOT, Port of Seattle, Highline College, Federal Way Public Schools, Highline School District, K.C. Water District 54, Highline Water District, Midway Sewer, Lakehaven Utility, Southwest Suburban, PSE, SPU
Public Information and Warning	1	Provide public information contributing to situational awareness and permitting assistance.	
Operational Coordination	1	Conduct post-construction inspections of buildings and development sites for structural and environmental compliance and safety.	
Community Resilience	1	Enable the recognition, understanding, communication of, and planning for risk, and empower individuals and communities to make informed risk management decisions necessary to adapt to, withstand, and quickly recover from future incidents.	
Long-term Vulnerability Reduction	1	Build and sustain resilient systems, communities, critical infrastructure and key resource lifelines to reduce their vulnerability to natural, technological, and human-caused threats and hazards by lessening the likelihood, severity, and duration of the adverse consequences.	
Risk and Disaster Resilience Assessment	1	Assess risk and disaster resilience so that decision-makers, responders, and community members can take informed action to reduce their entity's risk and increase its resilience	
Threats and Hazards Identification	1	Planning and Building will review City Codes for compliance with all state laws. Codes will be updated annually to ensure all information put forward to the community is accurate. Flood plain assessment will be reviewed as received and evaluated for adoption.	

Response	Critical Task I.D.	Activity/Action	Organization(s) Involved
Planning	1	Provide someone to serve as CD/Building/Planning Section Chief/s during activation of the Des Moines EOC.	

Community Development

Response	Critical Task I.D.	Activity/Action	Organization(s) Involved
Public Information and Warning	1	Coordinate with PIO to communicate Planning and Building related impacts and response priorities.	
Operational Coordination	1	Conduct visual assessment through damaged areas to determine the need for emergency proclamation; prioritize red tag/remediation actions; and minimize public health and safety threats. Coordinate and compile initial damage assessment information and reports. Prioritize permitting for emergency repairs to critical public buildings and infrastructure.	
Infrastructure Systems	1	Stabilize critical infrastructure functions, minimize health and safety threats, and efficiently restore and revitalize systems and services to support a viable, resilient community	FAA, WSDOT, Port of Seattle, Highline College, Federal Way Public Schools, Highline School District, K.C. Water District 54, Highline Water District, Midway Sewer, Lakehaven Utility, Southwest Suburban, PSE, SPU
Environmental Response/ Health and Safety	4	Conduct appropriate measures to ensure the protection of the health and safety of the public and workers, as well as the environment, from all hazards in support of responder operations and the affected communities	EPA, FEMA, OSHA, USACE, DNR, Ecology
Operational Communication	1	Communicate all assessments to the EOC to be shared operation-wide and included in the Situational Awareness Report to Policy Group.	
Situational Assessment	1	Deploy Inspectors and Planners to the affected area to assess all buildings and surrounding areas for stabilization and facility occupancy safety.	

Recovery	Critical Task I.D.	Activity/Action	Organization(s) Involved
Planning	1&2	Continually monitor redevelopment of damaged structures and land to ensure all rebuilding is completed as quickly and safely as possible.	
Public Information and Warning	1 & 2	Provide updated information on the website related to recovery efforts, including permit assistance memos, applications, expedited review, and fees.	CD and Engineering
Operational Coordination	2	Provide expedited review of permits to facilitate repair and reconstruction efforts.	CD and Engineering

Community Development

Recovery	Critical Task I.D.	Activity/Action	Organization(s) Involved
Housing	1, 2 & 3	Identify suitable locations for siting temporary emergency housing on publicly owned properties. Facilitate permitting for the repair of damaged housing or construction of replacement housing.	HUD, WA Housing Finance Commission, King County Housing Authority, SKHHP, Seattle/King County Coalition on Homelessness
Natural & Cultural Resources	1, 2, 3, 4	Search the WISAARD database for archaeological sites, historic properties and cultural survey reports for affected areas in Des Moines. Coordinate with the State, County and Tribes to identify measures for mitigation, recovery and documentation of resources.	KingCounty Historic Preservation Program, Tribes and Washington State Department of Archaeology and Historic Preservation

9. Resource Requirements

Micro-level (EOC/ECC)

iPad

Cell Phone

Access to City Net

Field Emergency Response Binder

PermitTrax

Radio

City Vehicle

Go Bags

Emergency Tool Kits for Deploying throughout City of Des Moines

Macro-level (Emergency-wide)

- Transportation equipment
- Applied Technology Council Training for Earthquake, Windstorms and floods
- WASafe through WABO – Washington Association of Building Officials
-

10. References and Supporting Guidance

- King County Comprehensive Emergency Management Plan
- King County Regional Disaster Plan
- Mutual Aid Agreements
- Legal Mandates
- City of Des Moines Continuity of Operations Plan (to be developed)
- Hard copies of Building Codes, DMMC and supporting documents (Shoreline Master Program, Comprehensive Plan, Design Guidelines, NAICS and SIC Codes).
- Hard copies of Forms (e.g., expedited review process/submittal checklists, permit applications and permit assistance memos.
-

Community Development

11. Terms and Definitions

The terms and definitions included here are specific to this department plan. Please refer to the base plan for a complete list of all terms and definitions that apply to the City of Des Moines CEMP.

DMMC: Des Moines Municipal Code

NAICS: North American Industrial Classification System codes

SIC: Standard Industrial Classification codes

WASafe: A coalition of several organizations that help wot establish Washington State’s building responder program. The mission of the coalition is to train, enroll, and aid in the dispatch of building safety evaluators to help local building officials in Washington respond to disasters.

WISAARD database: Washington State’s digital repository of architectural and archaeological resources and reports.

Court

1. Purpose

The Purpose of this Continuity of Operations Plan (COOP) is the following:

- To establish guidance that will enable the Presiding Judge to continue to effectively manage Municipal Court during an incident.
- To enable Municipal Court to maintain essential services and operations during times of an emergency.
- To enable the Municipal Court to reestablish normal operations and levels of service during and after an incident.

Primary Core Capabilities

This department does not have any primary core capabilities in an emergency or disaster. The primary responsibility of the Court is to maintain Court operations pursuant to the Court COOP.

Support Core Capabilities

Operational Coordination	Ensure the capacity for timely communications in support of security, situational awareness, and operations by any and all means available, among and between affected communities in the impact area and all response forces
Screening, Search and Detection	Identify, discover, or locate threats and/or hazards through active and passive surveillance and search procedures. This may include the use of systematic examinations and assessments, bio surveillance, sensor technologies, or physical investigation and intelligence.
Cybersecurity	Protect (and if needed, restore) electronic communications systems, information, and services from damage, unauthorized use, and exploitation.
Physical Protection Measures	Implement and maintain risk-informed countermeasures, and policies protecting people, borders, structures, materials, products, and systems associated with key operational activities and critical infrastructure sectors.
Public Information and Warning	Deliver coordinated, prompt, reliable, and actionable information to the whole community through the use of clear, consistent, accessible, and culturally and linguistically appropriate methods to effectively relay information regarding any threat or hazard, as well as the actions being taken, and the assistance being made available, as appropriate
Situational Assessment	Provide all decision makers with decision-relevant information regarding the nature and extent of the hazard, any cascading effects, and the status of the response.

2. Authorities and Policies

- Washington State Constitution Art. I, Sec. 21 – Trial by Jury
- Washington State Constitution Art. I, Sec. 22 – Rights of the Accused
- Washington State Constitution Art. IV, Sec. 1 – The Judiciary
- Revised Code of Washington (RCW) Chapter 35.50 RCW – Municipal Court – Alternate Provision
- Revised Code of Washington 3.66.070.2 – Temporary Change of Venue
- Washington Administrative Code 118-30

Court

- Washington Administrative Code 296-62
- Des Moines Municipal Code Chapter 2.28– Municipal Court
- Des Moines Municipal Code Chapter 2.36 – Emergency Management
- City of Des Moines Resolution No. 1034 - NIMS Adoption
- Washington State Court Rule – General Rule 21 – Emergency Court Closure [Note: “General Rules” are approved by the Washington State Supreme Court and apply to state courts at all levels, including municipal court.]
- Washington State Court Rule – General Rule 29 - Presiding Judge In Superior Court District And Limited Jurisdiction Court District
- Washington State Court Rule – General Rule 36 – Trial Court Security
- Washington State court Rule – Criminal Rules for Courts of Limited Jurisdiction – 3.2.1 – Procedure Following Warrantless Arrest – Preliminary Hearing
- Washington State Court Rule – Criminal Rules for Courts of Limited Jurisdiction – 3.3 – Time for Trial

3. Situation Overview

- The Court must maintain certain operations during an emergency. Specifically, the Court must remain open to hear criminal cases involving defendants held in custody, to review and issue search warrants when requested by law enforcement, to issue arrest warrants to protect public safety, to issue anti-harassment or domestic violence no-contact orders, and to review applications for Extreme Risk Protection Orders. The Court’s ability to conduct operations beyond those listed here will be determined by the scope of the emergency. Underutilized Court staff may be trained and deployed in other City functions during an emergency, as determined by the Presiding Judge. The Court will rely on its COOP to maintain essential functions.
- The Municipal Court may be closed if the incident is or becomes such that the safety and welfare of the employees are threatened or the court is unable to operate or demands immediate action to protect the court, its employees or property. These types of court closures are authorized by a general court rule (General Rule 21 on Emergency Court Closure). In such a case, the Presiding Judge will issue an administrative order to close the court which will be filed with the clerk of the court and published on the Court’s website. In the event of a closure, the Presiding Judge or their designee will also notify the Washington State Administrative Office of the Courts (AOC), which will post a notice of the court closure on the Washington Courts Web site.

4. Concept of Operations

Some functions of the judicial branch may include, but are not limited to, the following:

- Maintain and preserve the rule of law.
- Ensure the continuous performance of the court’s essential functions/operations during an emergency.
- Reduce or mitigate disruptions to operations.
- Identify and designate principles and support staff to be relocated.
- Protect essential facilities, equipment, records or other assets.
- Delegate tasks and responsibilities for maintaining court operations, as necessary.
- Keep open lines of communications with the City Manager’s office.
- Reassign underutilized staff to perform other City functions, as determined by the Presiding Judge, in consultation with the City Manager.
- Achieve a timely and orderly recovery from the emergency and resume a staggered return of full services.

Court

4..1. Core Capabilities Description

Core Capability		
Mission Area	Critical Task I.D.	Critical Task
Operational Coordination		
Prevention	1	Execute operations with functional and integrated communications among appropriate entities to prevent initial or follow-on incidents or terrorist attacks within the United States in accordance with established protocols.
Protection	1	Establish and maintain partnership structures among Protection elements to support networking, planning, and coordination
Response	1	Mobilize all critical resources and establish command, control, and coordination structures within the affected community, in other coordinating bodies in surrounding communities, and across the State, and maintain as needed throughout the duration of an incident.
	2	Enhance and maintain command, control, and coordination structures consistent with the National Incident Management System (NIMS) to maintain court operations, stabilize the incident, and transition to recovery.
Recovery	1	Establish tiered, integrated leadership and inclusive coordinating organizations that operate with a unity of effort and are supported by sufficient assessment and analysis to provide defined structure and decision-making processes for recovery activities
	2	Define the path and timeline for recovery leadership to achieve the jurisdiction's objectives that effectively coordinates and uses appropriate local, state, insular area, and Federal assistance, as well as nongovernmental and private sector resources. This plan is to be implemented within the established timeline
Cybersecurity		
Protection	1	Implement risk-informed guidelines, regulations, and standards to ensure the security, reliability, integrity, and availability of critical information, records, and communications systems and services through collaborative cybersecurity initiatives and efforts
	2	Implement and maintain procedures to detect malicious activity and to conduct technical and investigative-based countermeasures, mitigations, and operations against malicious actors to counter existing and emerging cyber based threats, consistent with established protocol
Screening, Search And Detection		
Protection	1	Ensure critical infrastructure sectors and Protection elements have and maintain risk assessment processes to identify and prioritize assets, systems, networks, and functions
	2	Ensure operational activities and critical infrastructure sectors have and maintain appropriate threat, vulnerability, and consequence tools to identify and assess threats, vulnerabilities, and consequences.
Physical Protective Measures		
Protection	1	Identify, assess, and mitigate vulnerabilities to incidents through the deployment of physical protective measures.

Court

Core Capability		
Mission Area	Critical Task I.D.	Critical Task
	2	Deploy protective measures commensurate with the risk of an incident and balanced with the complementary aims of enabling commerce and maintaining the civil rights of citizens
Public Information and Warning		
Mitigation	1	Communicate appropriate information, in an accessible manner, on the risks faced within a community after the conduct of a risk assessment.
Response	1	Communicate Court operational changes with the Administrative Office of Courts, City Clerk/PIO. Operational changes affecting the public will posted on the Washington State Courts website as well as the Municipal Court website.
Situational Assessment		
Response	1	Deliver information sufficient to inform decision making regarding immediate lifesaving and life-sustaining activities, and engage governmental, private, and civic sector resources within and outside of the affected area to meet basic human needs and stabilize the incident.
	2	Deliver enhanced information to reinforce ongoing lifesaving and life-sustaining activities, and engage governmental, private, and civic sector resources within and outside of the affected area to meet basic human needs, stabilize the incident, and transition to recovery.

5. Organization

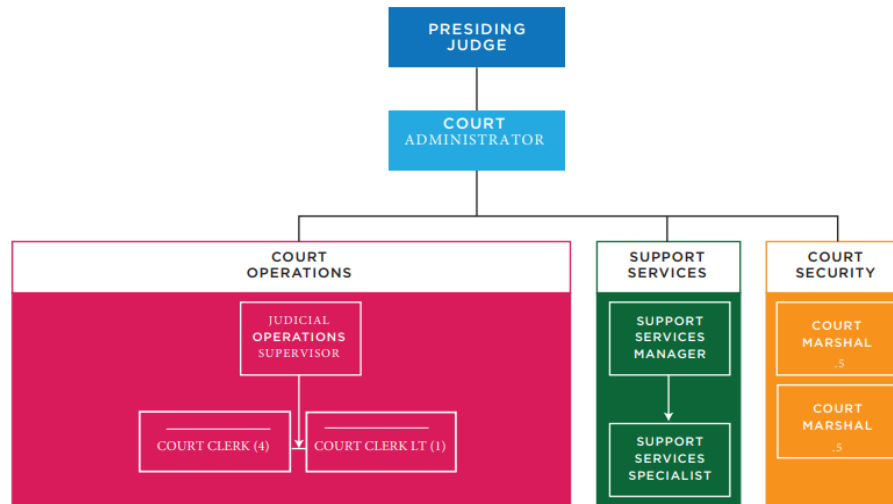
- Summary

Chater 3.50 RCW authorizes the establishment of a Municipal Court for the City of Des Moines (hereinafter DMMC). DMMC is a limited jurisdiction court, with jurisdiction over misdemeanor and gross misdemeanor violations of state law and the Des Moines Municipal Code. As part of the City continuity process, the Court coordinates with law enforcement, the City Attorney and the City Prosecuting Attorney to maintain criminal justice system critical services following an incident and reconstitutes and resumes any interrupted proceedings as conditions and resources permit. The Presiding Judge is responsible for leading the management and administration of the court's business, recommending policies and procedures that improve the court's effectiveness, and allocating resources in a way that maximizes the court's ability to resolve disputes fairly and expeditiously. The Court Adminstrator is responsible for overseeing the day to day operations and managing court personnel, among other administrative duties. Departments within the Court include Support Services, Court Security; personnel within these departments report to the Presiding Judge. The Presiding Judge shall communicate and work cooperatively with the City Manager in his capacity as the Emergency Management Coordinator under the Court's COOP.

- Structure

Court

DES MOINES MUNICIPAL COURT



6. Direction, Control, & Coordination

- Horizontal Integration
 - DMCC will work with law enforcement, the city attorney's office, and public defenders to maintain court access for purposes of performing essential functions. At the direction of the Presiding Judge and in consultation with the City Manager/Emergency Operations Coordinator, non-essential court staff may be reassigned temporarily to serve in other City departments
 - Local Municipal and District Court coordination, if necessary to maintain court operations.
 - Washington State Administrative Office of the Courts (AOC) – The AOC is a state agency in the judicial branch; the agency is a department of the Washington State Supreme Court. The AOC provides numerous services to state courts.
- Vertical Integration
 - DMCC coordinates with the City Manager's Office and the EOC to provide information related to Court operations and to receive information related to emergency status and operations. DMCC communicates relevant emergency information to Court employees.
 - DMCC receives and follows emergency related orders from the Washington State Supreme Court.
 - DMMC provides information to the Administrative Office of the Court (AOC) regarding the status of court operations.
 - King County Superior Court has concurrent jurisdiction over misdemeanor and gross misdemeanor cases pursuant to Washington State Const. Art. 4, Sec. 6.

7. Information Collection, Analysis, & Dissemination

- Information Collection

7..1. Essential Elements of Information (EIs)

Court

The City of Des Moines has established Essential Elements of Information for various departments and incidents within the City. These elements are likely to change more often than this plan is updated. As such, the majority of the City's EEs are located in the City of Des Moines EEI document, which is sortable by department and incident and can be updated regularly, without modifying this plan. There are however basic elements that every department should gather upon implementation of this plan:

1. What is the location and nature of the emergency?
2. What department or outside resources are already committed to the emergency?
3. What additional department resources are needed to contain the incident or deal with initial impacts?
4. Do we have sufficient resources to contain the incident or deal with initial impacts? If not, immediately communicate this to the EOC.
5. What is the immediate impact to department employees (injuries, deaths, inability to reach the City, etc.)?
6. What is the immediate impact to department facilities (damage, destruction, loss of utilities, etc.)

Information gathered during this initial phase should be communicated as soon as possible to the EOC, with the exception of resource deficiencies, which should be reported immediately.

7..2. Information Analysis

- Based on information provided by the EOC and other sources, the Presiding Judge will determine best course of action for the Court. If the Presiding Judge cannot be located and/or is incapacitated, the authority to analyze information and make decisions may be made by a designated Judge Pro Tem, in consultation with the Court Administrator.

7..3. Information Dissemination

Decisions made by the Presiding Judge will be disseminated to the Court Administrator. The Court Administrator will disseminate information to staff, the EOC, and any outside agencies as needed.

8. Responsibilities

Preparedness	Activity/Action	Organization(s) Involved
Preparedness	Develop and maintain a Continuity of Operations Plan (COOP) for the Court.	
	Train all Court staff on the COOP plan and exercise it at least once per year.	
	Ensure all staff are aware of personal preparedness activities they should undertake for themselves and their families.	Emergency Management
	The Presiding Judge will consult with the City Manager/Emergency Operations Coordinator to identify non-essential Court staff who may be temporarily reassigned to serve EOC functions in other City departments..	

Court

Prevention	Critical Task I.D.	Activity/Action	Organization(s) Involved
Operational Coordination	1	Ensure that all staff report suspicious activities immediately upon observing them, both through their chain of command and to the Police Department.	Des Moines Police

Protection	Critical Task I.D.	Activity/Action	Organization(s) Involved
Operational Coordination	1	Ensure coordination between the police department, court administrator, and court security in order to establish effective planning and coordination efforts.	
	1	Participate in city-wide emergency planning efforts to ensure continuity of operations for the court system.	
	1	Participate in regional emergency planning activities related to the criminal justice system to ensure regional court system continuity during an emergency.	
Screening, Searching, & Detection	1	Work with critical infrastructure providers, police, and court security to create and maintain risk assessment processs and to identify and prioritize critical Court funcations.	IT, Police, 3 rd party providers
	2	Work with Court staff and service providers to create and maintain physical risk assessments related to screening, search, and detection.	
Cybersecurity	1	Court staff will stay informed of current guidelines, regulations, and standards related to critical infrastructure, records, communications systems, and services and will work with providers to implement them.	IT, other service providers
	2	The Court with the help of the City IT Department will implement and maintain procedures to detect malicious activity and to conduct technical and investigative-based countermeasures, mitigations, and operations against malicious actors to counter existing and emerging cyber based threats, consistent with established protocol	
Physical Protective Measures	1	Court personnel will participate in the identification and assessment of physical vulnerabilities, and will implement mitigation strategies to address them. Newly identify issues will promptly be reported for mitigation activities.	
	2	Court will implement appropriate protective measures, commensurate with best practices, requirements, and the needs of the Court.	

Court

Mitigation	Critical Task I.D.	Activity/Action	Organization(s) Involved
Public Information and Warning	1	In cooperation with the City Clerk/PIO and the Administrative Office of the Court, the Court will release information to the public related to new or different mitigation measures that may be put into place at the Court.	

Response	Critical Task I.D.	Activity/Action	Organization(s) Involved
Public Information and Warning	1	Ensure court operations is communicate to the PIO daily to ensure the public is aware of any closures or transfer of operations.	
Operational Coordination	1&2	At the direction of the Presiding Judge the Court Administrator will coordinate operational updates and mandates with the judicial operations supervisor, support services manager, and security staff. The judicial operations supervisor and support services manager will disseminate information to required line staff.	
	1	Court staff will implement the Court COOP for any incident, to mobilize critical resources and establish command and control structures that allow for provision of critical functions.	
	1	Non-essential Court staff may be made available to support other city departments, including the EOC.	
Situational Assessment	1	The court will routinely update the EOC, City Manager, and AOC on operational changes of the court (openings, closings, hour changes, etc.).	
	2	The court will update the EOC on staffing needs in order to support City-wide operations.	
	2	The Court will keep the EOC apprised of physical damage to the Court facility and any need for alternate facilities.	

Recovery	Critical Task I.D.	Activity/Action	Organization(s) Involved
Operational Coordination	1	The Court will keep the EOC updated on the status of the court as it relates to reopening.	
	2	Court staff will establish a recovery timeline pursuant to legal requirements, the COOP, and the nature of the incident, in coordinatoing with the Presiding Judge, the EOC, and/or the City Manager.	

9. Resource Requirements

- Micro-level (EOC/ECC)
 - 9..1. The court will provide all employees the necessary equipment to remote from home.

Court

9..2. Operations for computers are located at EOC.

- Macro-level (Emergency-wide- same as above).

10. References and Supporting Guidance

- List & Briefly Describe
 - Administrative or Emergency Orders issued by the City of Des Moines Municipal Court Presiding Judge
 - Orders issued by the Washington State Supreme Court
 - Federal, State, and Local Legal Mandates
 - Des Moines Comprehensive Emergency Management Plan
 - King County Comprehensive Emergency Management Plan
 - King County Regional Disaster Framework
 - Mutual Aid Agreements
 - City of Des Moines Continuity of Operations Plan

11. Terms and Definitions

The terms and definitions included here are specific to this department plan. Please refer to the base plan for a complete list of all terms and definitions that apply to the City of Des Moines CEMP.

Emergency Management

1. Purpose

- 1.1. Provides effective direction, control, and coordination of emergency management functions and activities during an emergency or disaster operations and to ensure the continued operation of local government during and after an incident. Support all city departments in emergency management prevention protection, mitigation, response, and recovery.

Primary Core Capabilities	
Planning	Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives
Operational Coordination	Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of Core Capabilities
Threats and Hazards Identification	Identify the threats and hazards that occur in the geographic area; determine the frequency and magnitude; and incorporate this into analysis and planning processes so as to clearly understand the needs of a community or entity
Operational Communication	Ensure the capacity for timely communications in support of security, situational awareness, and operations, by any and all means available, among and between affected communities in the impact area and all response forces.
Situational Assessment	Provide all decision makers with decision-relevant information regarding the nature and extent of the hazard, any cascading effects, and the status of the response.

Support Core Capabilities	
Public Information and Warning	Deliver coordinated, prompt, reliable, and actionable information to the whole community with clear, consistent, accessible, and culturally and linguistically appropriate methods to effectively relay information regarding any threat or hazard, as well as the actions being taken, and the assistance being made available, as appropriate
Risk and Disaster Resilience Assessment	Assess risk and disaster resilience so that decision makers, responders, and community members can take informed action to reduce their entity's risk and increase its resilience
Planning	Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives.

2. Authorities and Policies

Local:

- Des Moines Municipal Code Chapter 2.36 - Emergency Management
- Resolution No. 1034 - NIMS Adoption

State:

- Revised Code of Washington 35.33.081 - Emergency Expenditures – Nondebtable Emergencies

Emergency Management

- Revised Code of Washington 35.33.101 - Emergency Warrants
- Revised Code of Washington 38.52 - Emergency Management
- Revised Code of Washington 39.34 - Interlocal Cooperation Act
- Revised Code of Washington 42.14 - Continuity of Government Act
- Revised Code of Washington 49 - Laws Against Discrimination
- Washington Administrative Code 118-04 - Emergency Worker Program
- Washington Administrative Code 118-30 - Local Emergency Management/Services Organizations, Plans and Programs
- Washington Administrative Code 296-62 - General Occupational Health Standards
- Washington Administrative Code 296-843 - Hazardous Waste Operations

Federal:

- Public Law 93-288, The Disaster Relief Act of 1974, as amended by Public Law 100-707, the Robert T. Stafford Disaster Relief and Emergency Assistance Act
- Public Law 81-920, Federal Civil Defense Act of 1950, as amended Public Law 96-342, Improved Civil Defense Act of 1980
- Public Law 99-499, Title III Superfund Amendment and Re-authorization Act of 1986 Homeland Security Presidential Directive (HSPD) 5 – Management of Domestic Incidents
- Homeland Security Presidential Directive (HSPD) 8 – National Preparedness Goal Public Law 107-296, Homeland Security Act of 2002
- 44 CFR Section 205.16, Nondiscrimination

3. Situation Overview

Disasters and emergencies have occurred and will occur in the City of Des Moines. Through a process hazard identification and vulnerability analysis it is determined that the city is vulnerable to numerous technological and natural hazards. These hazards include but are not limited to wind, rain and snowstorms; earthquake; flood; landslide; tsunamis; airplane crashes; search and rescue emergencies; civil disturbance; explosion; structural collapse; hazardous material incident; major fire; volcanic eruption and infrastructure failure.

4. Concept of Operations

4.1. Upon notification of an incident or emergency the Des Moines Office of Emergency Management will alert and notify the appropriate emergency management staff and officials, activate the EOC (if necessary) and implement the CEMP. Emergency Management will support the Incident Commander by establishing a liaison with other organizations and entities and implement appropriate plan elements to support response and recovery operations.

4.2. Whole Community Involvement

The “Whole Community” approach attempts to engage the full capacity of the public, including individuals, families, households and communities; private and nonprofit sectors; and local, tribal, state and Federal governments. This includes businesses, faith-based and disability organizations, and the general public including people with Access and Functional Needs, people covered under the Americans with Disabilities Act, and people with Limited English Proficiency, and culturally diverse populations. Emergency Management will identify and address the essential needs of children, those with access and functional needs, and the essential needs of household pets and service animals in

Emergency Management

disaster preparedness and planning.

4.2.1.

CORE CAPABILITIES		
Mission Area	Critical Task I.D.	Critical Tasks
PLANNING		
Protection	1	Develop protection plans that identify critical objectives based on planning requirements, provide a complete and integrated picture of the sequence and scope of the tasks to achieve the planning objectives, and implement planning requirements within the timeframe contemplated within the plan using available resources for protection-related plans.
	2	Implement, exercise, and maintain plans to ensure continuity of operations.
Mitigation	1	Develop approved hazard mitigation plans that address relevant threats/hazards in accordance with the results of their risk assessment within all local, state, tribal, territorial, and Federal partners
Response	1	Develop operational plans that adequately identify critical objectives based on the planning requirement, provide a complete and integrated picture of the sequence and scope of the tasks to achieve the objectives, and are implementable within the timeframe contemplated in the plan using available resources
Recovery	1	Convene the core of an inclusive planning team (identified pre-disaster), which will oversee disaster recovery planning
	2	Complete an initial recovery plan that provides an overall strategy and timeline, addresses all core capabilities, and integrates socioeconomic, demographic, accessibility, technology, and risk assessment considerations (including projected climate change impacts), which will be implemented in accordance with the timeline contained in the plan
THREATS AND HAZARDS IDENTIFICATION		
Mitigation	1	Identify the threats and hazards within and across local, state, tribal, territorial, and insular area governments and the top 100 Metropolitan Statistical Areas, in collaboration with the whole community, against a national standard based on sound science
OPERATIONAL COMMUNICATION		
Response	1	Ensure the capacity to communicate with both the emergency response community and the affected populations and establish interoperable voice and data communications between Federal, tribal, state, and local first responders.
	2	Re-establish sufficient communications infrastructure within the affected areas to support ongoing life-sustaining activities, provide basic human needs, and a transition to recovery.
	3	Re-establish critical information networks, including cybersecurity information sharing networks, to inform situational awareness, enable incident response, and support the resilience of key systems.
SITUATIONAL ASSESSMENT		
Response	1	Deliver information sufficient to inform decision making regarding immediate lifesaving and life-sustaining activities, and engage governmental, private, and civic sector resources within and outside of the affected area to meet basic human needs and stabilize the incident
	2	Deliver enhanced information to reinforce ongoing lifesaving and life-sustaining activities, and engage governmental, private, and civic sector resources within and outside of the affected area to meet basic human needs, stabilize the incident, and transition to recovery
OPERATIONAL COORDINATION		

Emergency Management

CORE CAPABILITIES		
Mission Area	Critical Task I.D.	Critical Tasks
Recovery	1	Establish tiered, integrated leadership and inclusive coordinating organizations that operate with a unity of effort and are supported by sufficient assessment and analysis to provide defined structure and decision-making processes for recovery activities
	2	Define the path and timeline for recovery leadership to achieve the jurisdiction's objectives that effectively coordinates and uses appropriate local, state, tribal, territorial, insular area, and Federal assistance, as well as nongovernmental and private sector resources. This plan is to be implemented within the established timeline
SUPPORT CORE CAPABILITIES		
Mission Area	Critical Task I.D.	Critical Tasks
PUBLIC INFORMATION AND WARNING		
Prevention	1	Share prompt and actionable messages, to include National Terrorism Advisory System alerts, with the public and other stakeholders, as appropriate, to aid in the prevention of imminent or follow-on terrorist attacks, consistent with the timelines specified by existing processes and protocols.
	2	Provide public awareness information to inform the general public on how to identify and provide terrorism-related information to the appropriate law enforcement authorities, thereby enabling the public to act as a force multiplier in the prevention of imminent or follow-on acts of terrorism.
Protection	1	Use effective and accessible indication and warning systems to communicate significant hazards to involved operators, security officials, and the public (including alerts, detection capabilities, and other necessary and appropriate assets).
Mitigation	1	Communicate appropriate information, in an accessible manner, on the risks faced within a community after the conduct of a risk assessment
Response	2	Deliver credible and actionable messages to inform ongoing emergency services and the public about protective measures and other life-sustaining actions and facilitate the transition to recovery.
Recovery	1	Reach all populations within the community with effective actionable recovery-related public information messaging and communications that are accessible to people with disabilities and people with limited English proficiency; protect the health and safety of the affected population; help manage expectations; and ensure stakeholders have a clear understanding of available assistance and their roles and responsibilities
	2	Support affected populations and stakeholders with a system that provides appropriate, current information about any continued assistance, steady state resources for long-term impacts, and monitoring programs in an effective and accessible manner.
RISK AND DISASTER RESILIENCE ASSESSMENT		

Emergency Management

CORE CAPABILITIES		
Mission Area	Critical Task I.D.	Critical Tasks
Mitigation	1	Ensure that local, state, tribal, territorial, and insular area governments and the top Areas complete a risk assessment that defines localized vulnerabilities and consequences associated with potential natural, technological, and human-caused threats and hazards to their natural, human, physical, cyber, and socioeconomic interests.
PLANNING		
Recovery	1	Convene the core of an inclusive planning team (identified pre-disaster), which will oversee disaster recovery planning.
	2	Complete an initial recovery plan that provides an overall strategy and timeline, addresses all core capabilities, and integrates socioeconomic, demographic, accessibility, technology, and risk assessment considerations (including projected climate change impacts), which will be implemented in accordance with the timeline contained in the plan.

5. Organization

5.1. The City of Des Moines operates under a Council / City Manager form of government with the City Manager serving as the chief executive. As provided by state law and Des Moines City Municipal Code 2.36 Emergency Management, the City Manager or their designee shall serve as the City's Emergency Management Director. In the absence of the City Manager, the Chief Operating Officer shall serve in this capacity having the same responsibilities and authorities of the City Manager. The City Manager shall appoint a duly qualified Emergency Management Coordinator from among existing City staff.

5.2. See City Emergency Management Organizational Chart

6. Direction, Control, & Coordination

6.1. Horizontal Integration

Emergency Management communicates and collects all situation updates and assessments from all departments continuously throughout the event. Information is then analyzed, interpreted and put in a written report with future state goals and Objectives that are SMART.

6.2. Vertical Integration

Emergency Management present reports to the policy group for decision making and policy building. Emergency management also communicates policy decisions from the policy group to City Departments and other stakeholders.

7. Information Collection, Analysis, & Dissemination

7.1. Information Collection

Information collection provides situational awareness to leadership and promotes informed decision making. Accordingly, the City has designated a process to collect, analyze, and disseminate information during an emergency to both internal and external response partners as well as the public.

Emergency Management

Essential elements of information (EEI) are any critical information required by city personnel to perform their assigned emergency management mission. EEI may be both broad, with applicability to any incident, and narrow, with focus on a particular type of incident. As much as possible, EEIs will be developed in advance of an incident.

7.1.1. Essential Elements of Information (EEIs)

The City of Des Moines has established Essential Elements of Information for various departments and incidents within the City. These elements are likely to change more often than this plan is updated. As such, the majority of the City's EEIs are located in the City of Des Moines EEI document, which is sortable by department and incident and can be updated regularly, without modifying this plan. There are however basic elements that every department should gather upon implementation of this plan:

1. What is the location and nature of the emergency?
2. What department or outside resources are already committed to the emergency?
3. What additional department resources are needed to contain the incident or deal with initial impacts?
4. Do we have sufficient resources to contain the incident or deal with initial impacts? If not, immediately communicate this to the EOC.
5. What is the immediate impact to department employees (injuries, deaths, inability to reach the City, etc.)?
6. What is the immediate impact to department facilities (damage, destruction, loss of utilities, etc.)

Information gathered during this initial phase should be communicated as soon as possible to the EOC, with the exception of resource deficiencies, which should be reported immediately.

7.12 Information Analysis

During an incident, the EOC collects a large amount of information from multiple internal and external sources. This data is analyzed by the EOC and other stakeholders to distill into information that can be used to support decision-making. This function is typically handled by the Situational Awareness Section of the Des Moines EOC, or the by the EOC Director if the Situational Awareness Section is not activated.

7.13 Information Dissemination

Emergency Management helps to integrate stakeholders and works with senior officials to facilitate the development of policy direction for incident support. EOC personnel work with legal counsel, authorize relevant protocols and procedures for response and coordination, and ensure the dissemination of timely, accurate, and accessible information to the public. In addition, the staff in an EOC liaise with other government agencies at all levels.

8 Responsibilities

Preparedness	Activity/Action	Organization(s) Involved
Preparedness	Manage the City EM Committee	
	Update all plans as required, present updates to Departments, submit changes to the State and County	
	Complete all trainings as outlined in the EM Job description	
	Maintain NIMS Training Records for all City of Des Moines employees	

Emergency Management

Preparedness	Activity/Action		Organization(s) Involved
		Track staff training to ensure all employees complete initial required NIMS training within 90 days of hire	
		Develop position descriptions and training plans for EOC positions.	
		Ensure that appropriate staff from across the city are identified to fill EOC positions and are properly trained.	

Prevention	Critical Task I.D.	Activity/Action	Organization(s) Involved
Public Information & Warning	1	Provide public information and education through CERT and other city-wide communications mediums	
	1	Develop Community Outreach campaign annually with that will further prepare City Staff, Businesses, Non-profits and Des Moines residents for emergencies. Coordinate via PIO.	

Protection	Critical Task I.D.	Activity/Action	Organization(s) Involved
Planning	1&2	Work with departments city-wide to develop department specific incident/disaster response plans.	
	1 & 2	Coordinate training and exercise efforts along with response planning, with departments citywide, and with local and regional partners.	
Public Information and Warning	1	Provide public information and education through CERT and other city-wide communications mediums	

Mitigation	Critical Task I.D.	Activity/Action	Organization(s) Involved
Planning	1	Work with City of Des Moines planners and public/private partners to identify specific threats and hazards in our community.	King County OEM, Washington State EMD
Public Information & Warning	1	Reach out to the community through outreach meetings, public surveys, and press releases to obtain feedback and answer questions	
Risk and Disaster Resilience Assessment	1	Gather assessments from community and groups represented in the Des Moines Area Emergency Management Group.	
Threats and Hazards Identification	1	Utilize THIRA and information from the Community Development Department to identify threats. Consider information gained from public input	

Response	Critical Task I.D.	Activity/Action	Organization(s) Involved
Planning	1	Coordinate a process for providing relevant information to groups tasked with responding	

Emergency Management

Response	Critical Task I.D.	Activity/Action	Organization(s) Involved
Public Information & Warning	2	Provide timely and relevant life and safety information to the public, in coordination with PIO.	King County OEM
Operational Communications	1, 2, &3	Utilize radio communication to disseminate and receive vital information from scene. Ensure scribe in EOC is stationed at the radios to log communication in and out and remind EOC Manager of deadlines and needs required by the end of the planning period.	South King Fire and Rescue
Situational Awareness	1&2	Collect and analyze all information gathered from the scene and EOC staff; ensure information is complete and disseminate to the appropriate people at the appropriate time.	

Recovery	Critical Task I.D.	Activity/Action	Organization(s) Involved
Planning	1&2	Work with City Manager, City Clerk, Community Development and Public Works team to build adequate timelines and strategies for addressing recovery efforts	
Public Information & Warning	1&2	Provide timelines and establish a portal for information exchanges with community and public/private partners	King County OEM
Operational Coordination	1 & 2	Identify local recovery team leadership and communication structure that include representation from all involved partners and community stakeholders.	

9 Resource Requirements

9.12 Micro-level (EOC)

The EOC is a fully executed space. This space remains set up 24 hours a day 7 days a week and can be activated with little to no effort.

All required information is available via a fiber connect to the City of Des Moines data server giving the EOC full access to all required plans, policies and documentation need in a response.

Relevant plans are printed and on file in hard copy at the EOC in case access is interrupted. All needed forms are available in printed format as well.

Emergency Management Staff should not require any additional items other than personal go bags.

9.13 Macro-level (Emergency-wide)

Electronic resources to include Web site links, contact information for partner agencies and neighboring jurisdictions will be printed annually and reviewed quarterly for accuracy.

10 References and Supporting Guidance

- City of Des Moines Inclusive Emergency Communications Plan (IECP)
- King County Comprehensive Emergency Management Plan

Emergency Management

- King County Regional Disaster Framework
- Mutual Aid Agreements
- Legal Mandates
- City of Des Moines Continuity of Operations Plan

11 Terms and Definitions

The terms and definitions included here are specific to this department plan. Please refer to the base plan for a complete list of all terms and definitions that apply to the City of Des Moines CEMP.

Finance

1. Purpose

- 1.1. To provide guided and coordinated resource support prior to, during, and/or following an emergency or disaster.

Primary Core Capabilities
This department has no primary core capabilities

Support Core Capabilities	
Planning	Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives.
Cybersecurity	Protect electronic communication systems, information, and services from damage, unauthorized use, and exploitation
Operational Coordination	Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of Core Capabilities.
Logistics and Supply Chain Management	Deliver essential commodities, equipment, and services in support of impacted communities and survivors, to include emergency power and fuel support, as well as the coordination of access to community staples. Synchronize logistics capabilities and enable the restoration of impacted supply chains.
Situational Awareness	Provide all decision makers with decision-relevant information regarding the nature and extent of the hazard, any cascading effects, and the status of the response.
Economic Recovery	Return economic and business activities (including food and agriculture) to a healthy state, and develop new business and employment opportunities that result in an economically viable community.
Health and Social Services	Restore and improve health and social services capabilities and networks to promote the resilience, independence, health (including behavioral health), and well-being of the whole community

2. Authorities and Policies

2.1.

- Des Moines Municipal Code Chapter 2.36- Emergency Management
- Resolution No. 1034- NIMS Adoption
- Revised Code of Washington 38.52- Emergency Management
- Washington Administration Codes (WAC) 118-30 and 296 62-312

3. Situation Overview

- 3.1. Any destructive emergency or disaster impacting the City will demand resources to protect life, property, the environment, and the economy. The City is served by South King Fire & Rescue for fire prevention and suppression and emergency medical services.

4. Concept of Operations

Finance

4.1. The City will prioritize resource requests based on the best information available. The City may access any and all mutual aid agreements and private vendors for the procurement of resources, including WAMAS, the King County Regional Coordination Framework, existing vendors, and others.

4.2.

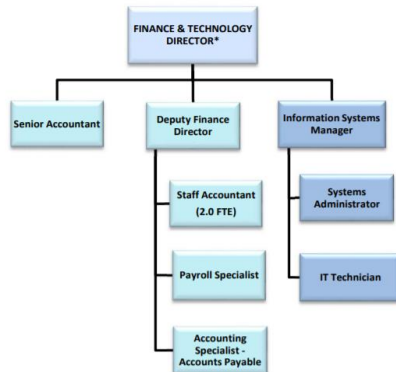
Core Capability		
Mission Area	Critical Task I.D.	Critical Task
Planning		
Response	1	Mobilize and deliver governmental, nongovernmental, and private sector resources to save lives, sustain lives, meet basic human needs, stabilize the incident, and transition to recovery, to include moving and delivering resources and services to meet the needs of disaster survivors.
	2	Enhance public and private resources and services support for an affected area.
Recovery	1	Convene the core of an inclusive planning team (identified pre-disaster), which will oversee disaster recovery planning
	2	Complete an initial recovery plan that provides an overall strategy and timeline, addresses all core capabilities, and integrates socioeconomic, demographic, accessibility, technology, and risk assessment considerations (including projected climate change impacts), which will be implemented in accordance with the timeline contained in the plan.
Cybersecurity		
Protection	1	Implement risk-informed guidelines, regulations, and standards to ensure the security, reliability, integrity, and availability of critical information, records, and communications systems and services through collaborative cybersecurity initiatives and efforts.
	2	Implement and maintain procedures to detect malicious activity and to conduct technical and investigative-based countermeasures, mitigations, and operations against malicious actors to counter existing and emerging cyber based threats, consistent with established protocols.
Logistics and Supply Chain Management		
Response	1	Mobilize and deliver governmental, nongovernmental, and private sector resources to save lives, sustain lives, meet basic human needs, stabilize the incident, and transition to recovery, to include moving and delivering resources and services to meet the needs of disaster survivors.
Situational Assessment		
Response	1	Deliver information sufficient to inform decision-making regarding immediate lifesaving and life-sustaining activities, and engage governmental, private, and civic sector resources within and outside of the affected area to meet basic human needs and stabilize the incident.
Economic Recovery		
Recovery	2	Return affected area's economy within the specified timeframe in the recovery plan.
Health and Social Services		
Recovery	1	Identify affected populations, groups, and key partners in short-term, intermediate, and long-term recovery

Finance

5. Organization

5.1 The City of Des Moines operates under a Council / City Manager form of government with the City Manager serving as the chief executive. As provided by state law and Des Moines City Municipal Code 2.36 Emergency Management, the City Manager or their designee shall serve as the City's Emergency Management Director. In the absence of the City Manager, the Chief Operating Officer shall serve in this capacity having the same responsibilities and authorities of the City Manager. The City Manager shall appoint a duly qualified Emergency Management Coordinator from among existing City staff.

5.2 Structure:



6 Direction, Control, & Coordination

6.1 Horizontal Integration- The Finance Department coordinates across all departments, providing assistance with emergency budgeting and spending.

6.2 Vertical Integration- The Finance Department keep the City Manager and City Council informed of financial information during an emergency, while also communicating emergency financial policy to all City departments.

7 Information Collection, Analysis, & Dissemination

7.1 Information Collection- The Finance Department collects information from all departments on expenditures related to emergencies and disasters. They make recommendations for budget amendments, emergency purchasing policies, and other financial matters. They also compile expenditure information in preparation for any reimbursement or audit functions related to an emergency or disaster. When requested as part of an initial damage assessment, the Finance Department will provide King County and/or Washington State EMD with current expenditure and loss information related to a specific incident.

7.1.1 Essential Elements of Information (EEIs)

The City of Des Moines has establishing Essential Elements of Information for various departments and incidents within the City. These elements are likely to change more often than this plan is updated. As such, the majority of the City's EEIs are located in the City of Des Moines EEI document, which is sortable by department and incident and can be updated regularly, without modifying this plan. There are however basic elements that every department should gather upon implementation of this plan:

1. What is the location and nature of the emergency?

Finance

2. What department or outside resources are already committed to the emergency?
3. What additional department resources are needed to contain the incident or deal with initial impacts?
4. Do we have sufficient resources to contain the incident or deal with initial impacts? If not, immediately communicate this to the EOC.
5. What is the immediate impact to department employees (injuries, deaths, inability to reach the City, etc.)?
6. What is the immediate impact to department facilities (damage, destruction, loss of utilities, etc.)

Information gathered during this initial phase should be communicated as soon as possible to the EOC, with the exception of resource deficiencies, which should be reported immediately.

- 7.1.2 Information Analysis- The Director of Finance or Designee, will analyze resources needed for current emergency or disaster.
- 7.1.3 Information Dissemination- The Finance Department will disseminate necessary financial information to the City Administration, City Council, Department Heads, the EOC and/or other entities as needed.

8 Responsibilities

Preparedness	Activity/Action	Organization(s) Involved
Preparedness	Participate in Emergency Management Committee and plan development	Director of Finance
	Ensure all staff complete required NIMS training within 90 days of hire	
	Train necessary staff and backups in EOC responsibilities	

Prevention	Critical Task I.D.	Activity/Action	Organization(s) Involved
Planning	1 & 2	Director of Finance is an active member in the Emergency Management Committee and participates in the creation of all plan updates and development.	

Protection	Critical Task I.D.	Activity/Action	Organization(s) Involved
Planning	1 & 2	Director of Finance is an active member in the Emergency Management Committee and participates in the creation of all plan updates and development.	
Cybersecurity	1 & 2	Provide guidance and direction for the protection of computer hardware, software, and data	Director of Finance or designee

Mitigation	Critical Task I.D.	Activity/Action	Organization(s) Involved
Planning	1 & 2	Director of Finance is an active member in the Emergency Management Committee and participates in the creation and update of the Hazard Mitigation Plan.	

Finance

Response	Critical Task I.D.	Activity/Action	Organization(s) Involved
Planning	1 & 2	The Director of Finance is a member of the Policy group and helps create Action Plans during an emergency and guides the process of attaining needed resources by paying invoices and reviewing contracts.	
Operational Coordination	1 & 2	Develop effective methods and procedures for documenting disaster expenditures and provide each City department with documentation forms or electronic reporting and completion instructions.	
Situational Awareness	1	Maintain documentation of all resource requests and status of resources.	Director of Finance or designee
		Review contracts for emergency work and procurement	Director of Finance or designee
		Provide regular updates on resource burn rates, including funds obligated.	Director of Finance or designee

Recovery	Critical Task I.D.	Activity/Action	Organization(s) Involved
Planning	1 & 2	Prepare documentation of cost analysis and estimated recovery costs.	Director of Finance or designee
Economic Recovery	1	Prepare financial estimates and budget impact statements to aid in recovery decision-making.	
Health and Social Services	1	Provide and track revenue and expenses of the Social Services Committee. Prepare documentation of expense and revenue analysis.	

9 Resource Requirements

9.1 Micro-level

- Access to the EOC
- Computers
- Phones
- Access to Finance systems and City Net

9.2 Macro-level

- Proper Staffing to meet the needs of the emergency
- Access to necessary plans

10 References and Supporting Guidance

10.1

- King County Comprehensive Emergency Management Plan
- King County Regional Disaster Plan
- Mutual Aid Agreements
- Legal Mandates
- City of Des Moines Continuity of Operations Plan (to be developed)

11 Terms and Definitions

Finance

The terms and definitions included here are specific to this department plan. Please refer to the base plan for a complete list of all terms and definitions that apply to the City of Des Moines CEMP.

Regional Coordination Framework: allows authorized entities (local governments, private sector, non-profit signatories) to enter into a contract to loan resources to others, or to acquire emergency resources and supplies. This framework also allows for the influence of the allocation of incoming resources.

Human Resources

1. Purpose

- 1.1. Management of Human Resources in an emergency or disaster including, but not limited to, city employees, additional hires, and volunteers.

Primary Core Capabilities
This Department has no Primary Core Capabilities- they function in a support role.

Support Core Capabilities	
Planning	Conduct a systemic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives.
Access Control and Identity Verification	Apply and support necessary physical, technological, and cyber measures to control admittance to critical locations and systems.
Cybersecurity	Protect (and if needed, restore) electronic communications systems, information, and services from damage, unauthorized use, and exploitation.
Public Information and Warning	Deliver coordinated, prompt, reliable, and actionable information to the whole community with clear, consistent, accessible, and culturally and linguistically appropriate methods to effectively relay information regarding any threat or hazard, as well as the actions being taken and the assistance being made available, as appropriate
Operational Coordination	Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of Core Capabilities
Situational Assessment	Provide all decision-makers with decision-relevant information regarding the nature and extent of the hazard, any cascading effects, and the status of the response
Mass Care	Provide life-sustaining and human services to the affected population, including hydration feeding, sheltering, temporary housing, evacuee support, reunification, and distribution of emergency supplies.
Operational Communications	Ensure the capacity for timely communications in support of security, situational awareness, and operations by any and all means available, among and between affected communities in the impact area and all responses forces.
Public Health, Healthcare, and EMS	Provide lifesaving medical treatment via Emergency Medical Services and related operations and avoid additional disease and injury by providing targeted public health, medical, and behavioral health support and products to all affected populations.

2. Authorities and Policies

2.1. List & Briefly Describe

- Des Moines Municipal Code Chapter 2.36- Emergency Management
- Revised Code of Washington 51.12.05 Volunteers
- Resolution No. 1034- NIMS Adoption
- Revised Code of Washington 38.52- Emergency Management
- Washington Administration Codes (WAC) 118-30 and 296 62-312

3. Situation Overview

Human Resources

3.1. In response to any hazard or emergency, the Human Resources Department is responsible for all facets of personnel administration, including recruitment and selection, compensation, policy development, organizational development, and labor relations to meet the needs of the situation. The department is also responsible for overseeing volunteers used during an emergency.

4. Concept of Operations

4.1. Some functions of this Department may include but are not limited to the following: HR is chiefly responsible for establishing and implementing employment policies and procedures. They are the main communicator with regard to emergency staffing and volunteer needs during an emergency.

4.2.1 Core Capabilities Descriptions

Core Capability		
Mission Area	Critical Task ID.	Critical Task
Planning		
Response	1	Develop operational plans that adequately identify critical objectives based on the planning requirement, provide a complete and integrated picture of the sequence and scope of the tasks to achieve the objectives, and are implementable within the timeframe contemplated in the plan using available resources.
Access Control and Identity Verification		
Protection	1	Implement and maintain protocols to verify identity and authorize, grant, or deny physical and cyber access to specific locations, information, and networks.
Cybersecurity		
Protection	2	Implement and maintain procedures to detect malicious activity and to conduct technical and investigative-based countermeasures, mitigations, and operations against malicious actors to counter existing and emerging cyber-based threats, consistent with established protocols.
Public Information and Warning		
Recovery	1	Reach all populations within the community with effective actionable recovery-related public information messaging and communications that are accessible to people with disabilities and people with limited English proficiency; protect the health and safety of the affected population; help manage expectations; and ensure stakeholders have a clear understanding of available assistance and their roles and responsibilities
	2	Support affected populations and stakeholders with a system that provides appropriate, current information about any continued assistance, steady state resources for long-term impacts, and monitoring programs in an effective and accessible manner
Operational Coordination		
Response	1	Mobilize all critical resources and establish command, control, and coordination structures within the affected community, in other coordinating bodies in surrounding communities, and across the Nation, and maintain as needed throughout the duration of an incident
Situational Assessment		
Response	1	Deliver information sufficient to inform decision making regarding immediate lifesaving and life-sustaining activities, and engage governmental, private, and

Human Resources

Core Capability		
Mission Area	Critical Task ID.	Critical Task
		civic sector resources within and outside of the affected area to meet basic human needs and stabilize the incident
Mass Care		
Response	2	Establish, staff, and equip emergency shelters and other temporary housing options (including accessible housing) for the affected population
Operational Communications		
Response	1	Ensure the capacity to communicate with both the emergency response community and the affected populations and establish interoperable voice and data communications between Federal, tribal, state, and local first responders.
Public Health, Healthcare, and EMS		
Response	3	Return medical surge resources to pre-incident levels, complete health assessments, and identify recovery processes

5. Organization

5.1. The City of Des Moines operates under a Council / City Manager form of government with the City Manager serving as the chief executive. As provided by state law and Des Moines City Municipal Code 2.36 Emergency Management, the City Manager or their designee shall serve as the City's Emergency Management Director. In the absence of the City Manager, the Chief Operating Officer shall serve in this capacity having the same responsibilities and authorities of the City Manager. The City Manager shall appoint a duly qualified Emergency Management Coordinator from among existing City staff.

5.2. Refer to City Organizational Chart.

6. Direction, Control, & Coordination

6.1. Horizontal Integration

Human resources coordinates with all departments to track employee welfare, absences, hours worked (including overtime), and to identify any unmet personnel or employee needs. HR assists in reassigning personnel between departments and with recruiting, organizing, tracking, and assigning volunteers who may be used during an emergency. HR also converts emergency related HR policy information horizontally to all departments.

6.2. Vertical Integration

HR assists the City Manager, Mayor, and City Council in policy formation during emergencies.

HR has a strong network of Human Resources Directors, Managers, and Supervisors from professionals that it can reach out to for support before, during, and after events. These HR professionals are continually sharing best practices on Policies, Planning, and Recruitment.

7. Information Collection, Analysis, & Dissemination

7.1. Information Collection

HR will connect information from all City Departments related to the status of personnel, timekeeping, absences, and any unmet personnel needs.

7.1.1. Essential Elements of Information (EEIs)

Human Resources

The City of Des Moines has established Essential Elements of Information for various departments and incidents within the City. These elements are likely to change more often than this plan is updated. As such, the majority of the City's EEs are located in the City of Des Moines EEI document, which is sortable by department and incident and can be updated regularly, without modifying this plan. There are however basic elements that every department should gather upon implementation of this plan:

1. What is the location and nature of the emergency?
2. What department or outside resources are already committed to the emergency?
3. What additional department resources are needed to contain the incident or deal with initial impacts?
4. Do we have sufficient resources to contain the incident or deal with initial impacts? If not, immediately communicate this to the EOC.
5. What is the immediate impact to department employees (injuries, deaths, inability to reach the City, etc.)?
6. What is the immediate impact to department facilities (damage, destruction, loss of utilities, etc.)

Information gathered during this initial phase should be communicated as soon as possible to the EOC, with the exception of resource deficiencies, which should be reported immediately.

7.1.2. Information Analysis

Information about personnel will be analyzed to project unmet needs, overtime costs, volunteer and/or contractor needs, and replacement personnel who might be needed. Information will also be analyzed to determine if additional safety precautions need to be taken, based on reports of employees illness or injuries.

7.1.3. Information Dissemination

All personnel information will be reported to Finance and each Department Director. Identified needs for volunteers will be communicated to the EOC and/or PIO for public distribution.

8. Responsibilities

Preparedness	Activity/Action	Organization(s) Involved
Preparedness	Participate in training required and recommended	
	Establish and maintain a department Continuity of Operations Plan (COOP) that provides guidance regarding essential functions, lines of succession, and delegation of authority etc. to ensure continued provision of essential services in an emergency.	
	Regularly train and exercise staff so they are prepared to fill their respective emergency roles. Ensure EOC staff participate in ongoing EOC trainings and exercises.	
	Ensure compliance with ICS and NIMS training requirements for department staff, following guidance from the Emergency Manager	
	Identify EOC staff prior to an emergency and send personnel to the EOC when activated.	
	Promote personal preparedness amongst department staff to help ensure employees will be ready to respond in an emergency.	

Human Resources

Prevention	Critical Task ID.	Activity/Action	Organization(s) Involved
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Protection	Critical Task ID.	Activity/Action	Organization(s) Involved
Access Control and Identity Verification	1	Upon hiring of new staff, send access information to IT and direct staff to Police to obtain City ID card.	
Cybersecurity	2	Write policy in line with IT procedures to inform and hold staff accountable to proper computer and cell phone use and ensure all new staff are properly trained.	

Mitigation	Critical Task ID.	Activity/Action	Organization(s) Involved
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Response	Critical Task ID.	Activity/Action	Organization(s) Involved
Planning	1	Provide staff to the Emergency Management Committee and support planning efforts.	
Access Control and Identification	1	Ensure all new hire employees are submitted to IT using proper protocols for all new staff to have access to appropriate buildings, facilities and computer systems.	
Operational Coordination	1	Provide a Human Sources Section Chief during activation of the Des Moines EOC	
	1	Provides staff to serve in the logistics and/or Finance Sections of the EOC	
	1	Develop procedures and coordinate the registration of temporary emergency workers and volunteers.	
	1	Assign personnel to operations when requested by the Emergency Management Director	
	2	Manage the compensation for injury and claims process arising from the disaster, in accordance with Des Moines Municipal Code Chapter 2.36- Emergency Management	
	2	Establish tiered, integrated leadership and inclusive coordinating organizations that operate with a unity of effort and are supported by sufficient assessment and analysis to provide defined structure and decision-making processes for recovery activities	
	1	Coordinate personnel needs and monitor human resources, and employee/ volunteer safety.	

Human Resources

Response	Critical Task ID.	Activity/Action	Organization(s) Involved
	2	Provide the required personnel, facilities, and equipment needed to support the responsibilities outlined in the CEMP to the best of their abilities.	
	2	Document incident activities and costs.	
Mass Care	2	Work with Parks, Recreation and Senior Services Department to staff emergency shelters with City Employees and Volunteers	
Operational Communication	1	Ensure constant and complete communication with the EOC on all staffing resource needs and deployments.	
Public Health, Healthcare, and EMS	3	Reassign all staff to department positions as Emergency Response personnel are able to take over medical requirements. Ensure all hours are tracked for any reassigned staff for proper reporting for reimbursement.	
Situational Assessment	1	Track and report status on staff deployment and resources needs to ensure informed decision making by the Policy Group.	

Recovery	Critical Task ID.	Activity/Action	Organization(s) Involved
Public Information and Warning	1&2	Coordinate employee notification and support after disaster activities with OEM.	
	1&2	Communicate appropriate information, in an accessible manner, on all recovery efforts to employees during recovery and rebuilding.	
	1&2	Ensure emergency communications comply with requirements in RCW 38.52.070.	

9. Resource Requirements

9.1. Micro-level (EOC/ECC)

Employee Roster
 City ID for Access into EOC
 City Issued Laptop
 City Issued Cell Phone
 Department COOP
 Access to HR Applicant Pro
 Access to City Required Back Ground Check platform
 Volunteer Roster
 Access to Munis – Accounting and Time Keeping System

9.2. Macro-level (Emergency-wide)

NONE

10. References and Supporting Guidance

10.1

11/23/2021

Human Resources

- Des Moines Comprehensive Emergency Management Plan
- King County Mitigation Management Plan
- King County Regional Disaster Plan
- Mutual Aid Agreements
- Legal Mandates
- City of Des Moines Continuity of Operations Plan (to be developed)

11. Terms and Definitions

The terms and definitions included here are specific to this department plan. Please refer to the base plan for a complete list of all terms and definitions that apply to the City of Des Moines CEMP.

Information Technology

1. Purpose

Summary- Information technology plays a significant role in all mission areas, providing timely, predictable, and effective infrastructure and technical support needed by the city involved in emergency operations and decision-making processes.

Primary Core Capabilities	
Access Control & Identity Verification	Apply and support necessary physical, technological, and cyber measures to control admittance to critical locations and systems.
Cybersecurity	Protect (and, if needed, restore) electronic communications systems, information, and services from damage, unauthorized use, and exploitation

Support Core Capabilities	
Planning	Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives.
Operational Coordination	Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of Core Capabilities
Interdiction & Disruption	Delay, divert, intercept, halt, apprehend, or secure threats and/or hazards.
Infrastructure Systems	Stabilize critical infrastructure functions, minimize health and safety threats, and efficiently restore and revitalize systems and services to support a viable, resilient community.
Long-term Vulnerability Reduction	Build and sustain resilient systems, communities, and critical infrastructure and key resources lifelines so as to reduce their vulnerability to natural, technological, and human-caused threats and hazards by lessening the likelihood, severity, and duration of the adverse consequences.
Situational Assessment	Provide all decision-makers with decision-relevant information regarding the nature and extent of the hazard, any cascading effects, and the status of the response.

2. Authorities and Policies

2.1. List & Briefly Describe

- Des Moines Municipal Code Chapter 2.36- Emergency Management
- Resolution No. 1034- NIMS Adoption
- Revised Code of Washington 38.52- Emergency Management
- Washington Administration Codes (WAC) 118-30 and 296 62-312

3. Situation Overview

3.1. Information is crucial for effective emergency or disaster management. IT keeps all information sources up and running, including city computer networks, hardware, and devices and radio communications.

4. Concept of Operations

4.1. Information Technology (IT) is a division of the Finance Department; however they have a critical role in supporting all City functions. During an emergency, IT has a responsibility to support the EOC and to restore critical City functions, based on pre-established priorities, while accounting for any critical

Information Technology

needs that arise during the incident. During an IT specific emergency, since as a cyber attack or critical hardware failure, IT will have a lead role in response to the incident.

4.1.1. Description of Core Capabilities

Mission Area	Critical Task I.D.	Critical Task
Access Control & Identity Verification		
Protection	1	Implement and maintain protocols to verify identity and authorize, grant, or deny physical and cyber access to specific locations, information, and networks
Cybersecurity		
Protection	1	Implement risk-informed guidelines, regulations, and standards to ensure the security, reliability, integrity, and availability of critical information, records, and communications systems and services through collaborative cybersecurity initiatives and efforts.
	2	Implement and maintain procedures to detect malicious activity and to conduct technical and investigative-based countermeasures, mitigations, and operations against malicious actors to counter existing and emerging cyber-based threats, consistent with established protocols
Mission Area	Critical Task I.D.	Critical Task
Planning		
Prevention	1	Identify critical objectives during the planning process, provide a complete and integrated picture of the sequence and scope of the tasks to achieve the objectives, and ensure the objectives are implementable within the timeframe contemplated within the plan using available resources for prevention-related plans.
	2	Develop and execute appropriate courses of action in coordination with local, state, tribal, territorial, Federal, and private sector entities in order to prevent an imminent terrorist attack within the United States.
Protection	1	Develop protection plans that identify critical objectives based on planning requirements, provide a complete and integrated picture of the sequence and scope of the tasks to achieve the planning objectives, and implement planning requirements within the timeframe contemplated within the plan using available resources for protection-related plans
	2	Implement, exercise, and maintain plans to ensure continuity of operations
Mitigation	1	Develop approved hazard mitigation plans that address relevant threats/hazards in accordance with the results of their risk assessment within all local, state, tribal, territorial, and Federal partners.
Response	1	Develop operational plans that adequately identify critical objectives based on the planning requirement, provide a complete and integrated picture of the sequence and scope of the tasks to achieve the objectives, and are implementable within the timeframe contemplated in the plan using available resources.
Operational Coordination		
Prevention	1	Execute operations with functional and integrated communications among appropriate entities to prevent initial or follow-on terrorist attacks within the United States in accordance with established protocols.
Protection	1	Establish and maintain partnership structures among Protection elements to support networking, planning, and coordination.

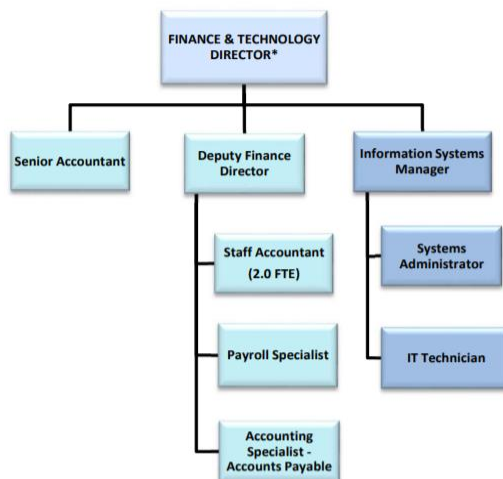
Information Technology

Mission Area	Critical Task I.D.	Critical Task
Mitigation	1	Establish protocols to integrate mitigation data elements in support of operations with local, state, tribal, territorial, and insular area partners and in coordination with Federal agencies.
Infrastructure Systems		
Response	1	Decrease and stabilize immediate infrastructure threats to the affected population, to include survivors in the heavily damaged zone, nearby communities that may be affected by cascading effects, and mass care support facilities and evacuation processing centers with a focus on life sustainment and congregate care services.
	2	Re-establish critical infrastructure within the affected areas to support ongoing emergency response operations, life sustainment, community functionality, and a transition to recovery
	3	Provide for the clearance, removal, and disposal of debris.
	4	Formalize partnerships with governmental and private sector cyber incident or emergency response teams to accept, triage, and collaboratively respond to cascading impacts in an efficient manner
Long-term Vulnerability Reduction		
Mitigation	1	Achieve a measurable decrease in the long-term vulnerability of the city against current baselines amid a growing population base, changing climate conditions, increasing reliance upon information technology, and expanding infrastructure base.
Situational Assessment		
Response	1	Deliver information sufficient to inform decision making regarding immediate lifesaving and life-sustaining activities, and engage governmental, private, and civic sector resources within and outside of the affected area to meet basic human needs and stabilize the incident.

5. Organization

5.1. Summary- see Finance

5.2. Structure-



Information Technology

6. Direction, Control, & Coordination

6.1. Horizontal Integration

Support technology needs during relocation activities in accordance with the COOP Plan.

- Coordinate the recovery operations of the City's computer and telephone systems as well as restoration of data following disaster situations.
- Provide telecommunications and computer support to the Emergency Operations Center.

6.2. Vertical Integration

- Provide City departments with guidance and direction for the protection of computer hardware, software, data, and City telephone systems.
- Advise the EOC and/or City Manager on status and capability of citywide emergency communications systems during emergency response and recovery.

7. Information Collection, Analysis, & Dissemination

7.1. Information Collection

7.1.1 Essential Elements of Information (EEIs)

The City of Des Moines has established Essential Elements of Information for various departments and incidents within the City. These elements are likely to change more often than this plan is updated. As such, the majority of the City's EEIs are located in the City of Des Moines EEI document, which is sortable by department and incident and can be updated regularly, without modifying this plan. There are however basic elements that every department should gather upon implementation of this plan:

1. What is the location and nature of the emergency?
2. What department or outside resources are already committed to the emergency?
3. What additional department resources are needed to contain the incident or deal with initial impacts?
4. Do we have sufficient resources to contain the incident or deal with initial impacts? If not, immediately communicate this to the EOC.
5. What is the immediate impact to department employees (injuries, deaths, inability to reach the City, etc.)?
6. What is the immediate impact to department facilities (damage, destruction, loss of utilities, etc.)

Information gathered during this initial phase should be communicated as soon as possible to the EOC, with the exception of resource deficiencies, which should be reported immediately.

7.1.2 Information Analysis

The IT Department will assess the IT infrastructure for the City. As a lifeline the Des Moines Police Department will be assessed and reestablished first to ensure the Police Department has all essential systems to protect and respond as needed. All other system outages will be communicated to the EOC so a plan can be developed guiding the IT department towards the most critical needs.

7.1.3. Information Dissemination

IT will inform the EOC regularly on all systems and their status. Urgent changes will be communicated immediately to the EOC. Any needs will be requested through the EOC to outside organizations and partners. IT may also be responsible for dissemination information to King County, Washington State

Information Technology

EMD and/or WATech, the Washington State Fusion Center, and various other state or federal agencies in the event of a cyber-attack.

8. Responsibilities

Preparedness	Activity/Action	Organization(s) Involved
Preparedness	Participate in ongoing training as required	
	Participate in creating a COOP with the finance department	
	Develop and maintain contacts with county, state, and federal contacts that can be utilized in the event of a cyber-attack.	

Prevention	Critical Task I.D.	Activity/Action	Organization(s) Involved
Planning	1	As part of COOP planning, identify critical IT systems and determine their order of priority for protection and restart.	
	2	Implement process and protocol that will allow for early identification of possible terrorist (or criminal) attacks against IT systems.	
Operational Coordination	1	Coordinate with local, state, federal, and private section entities to share information related to potential terrorist (or criminal) attacks against IT systems.	

Protection	Critical Task I.D.	Activity/Action	Organization(s) Involved
Planning	1	Develop and implement plans that safeguard IT systems.	
	2	Participate in exercises that are based on protection and response plans.	
Operational Coordination	1&2	Maintain Service contracts for security, warranty and repair of all IT based systems.	
Access Control & Identity Verification	1	Administer electronic door access program for employees that records and prevents entrance into city work areas. Immediately removes access for terminated employees and reviews user list monthly to check for oversights. Adjust user rights access to folders located on city servers.	
Cybersecurity	1	Conduct end user training for email spam and social engineering practices.	
	2	Review logs, reports generated by City computer systems and investigate/report suspicious activity.	

Mitigation	Critical Task I.D.	Activity/Action	Organization(s) Involved
Planning	1	Participate in the City's hazard mitigation planning process to ensure that IT assets are included.	

Information Technology

Mitigation	Critical Task I.D.	Activity/Action	Organization(s) Involved
Operational Coordination	1	Use standardized protocols to share mitigation data with partner organizations.	
Long-term Vulnerability	1	Ensure physical security for servers and network devices. Ensure servers, desktops, and other network devices have the latest patches installed and have up to date antivirus software. Monitor connections to network in firewalls and remote desktop servers and user desktop to identify, investigate, and report anomalies.	

Response	Critical Task I.D.	Activity/Action	Organization(s) Involved
Planning	1	Participate in planning process to create operational plans that protect IT systems and respond to threats and damage to IT systems.	
Infrastructure Systems	1	Setup and test portable network devices to provide communications between departments and agencies.	
	2	Restore communication for EOC with established or backup network providers.	
	3	Remove internal data devices from damaged desktops, servers, and network devices to be properly recycled	
	4	Work with contracted service providers to restore and maintain network communications.	
Situational Assessment	1	Share information about IT systems status with the EOC, other city departments, and necessary outside stakeholders.	

Recovery	Critical Task I.D.	Activity/Action	Organization(s) Involved
Infrastructure Systems	1	Rebuild and/or reestablish networks post-disaster. Restore system data from established backups. Expediate recovery by coordinating with local, state, or federal partners to obtain network access, server space, or staff.	

9. Resource Requirements

9.1. Micro-level (EOC/ECC)

Laptop
Cell Phone
Hotspot/Wi-Fi

9.2. Macro-level (Emergency-wide)

IT department will ensure that all essential employees are equipped to work remotely as needed in times of emergency. Individual requirements will be determined in conjunction with individual department heads.

Information Technology

10. References and Supporting Guidance

10.1. List & Briefly Describe

- King County Comprehensive Emergency Management Plan
- King County Regional Disaster Plan
- Mutual Aid Agreements
- Legal Mandates
- City of Des Moines Continuity of Operations Plan

11. Terms and Definitions

The terms and definitions included here are specific to this department plan. Please refer to the base plan for a complete list of all terms and definitions that apply to the City of Des Moines CEMP.

Fusion Center: A state-owned and operated center that serves as the focal points in states and major urban areas for the receipt and analysis of threat-related information. Fusion Centers are designed to promote threat information sharing between local, state, and federal entities.

WaTech: Washington State's centralized provider and procurer of information technology services that houses the former Department of Information Services, Department of Enterprise Services, and the Office of Cybersecurity.

Legal Services

1. Purpose

1.1. Provide Legal Counsel to the City of Des Moines.

Primary Core Capabilities	
The Legal Services Department does not serve in a Primary role in an emergency	
Support Core Capabilities	
Planning	Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives.
Long-term Vulnerability Reduction	Build and sustain resilient systems, communities, and critical infrastructure and key resources lifelines so as to reduce their vulnerability to natural, technological, and human-caused threats and hazards by lessening the likelihood, severity, and duration of the adverse consequences.
Risk and Disaster Resilience Assessment	Assess risk and disaster resilience so that decision makers, responders, and community members can take informed action to reduce their entity's risk and increase their resilience.
Threats & Hazards Identifications	Identify the threats and hazards that occur in the geographic area; determine the frequency and magnitude; and incorporate this into analysis and planning processes so as to clearly understand the needs of a community or entity.
Public Information and Warning	Deliver coordinated, prompt, reliable, and actionable information to the whole community through the use of clear, consistent, accessible, and culturally and linguistically appropriate methods to effectively relay information regarding any threat or hazard, as well as the actions being taken and the assistance being made available, as appropriate.
Operational Coordination	Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of core capabilities.
Infrastructure Systems	Stabilize critical infrastructure functions, minimize health and safety threats, and efficiently restore and revitalize systems and services to support a viable, resilient community.
Operational Communication	Ensure the capacity for timely communications in support of security, situational awareness, and operations by any and all means available, among and between affected communities in the impact area and all response forces.
Situational Assessment	Provide all decision makers with decision-relevant information regarding the nature and extent of the hazard, any cascading effects, and the status of the response.
Economic Recovery	Return economic and business activities (including food and agriculture) to a healthy state and develop new business and employment opportunities that result in an economically viable community.
Health & Social Services	Restore and improve health and social services capabilities and networks to promote the resilience, independence, health (including behavioral health), and well-being of the whole community.

Legal Services

Natural & Cultural Resources	Protect natural and cultural resources and historic properties through appropriate planning, mitigation, response, and recovery actions to preserve, conserve, rehabilitate, and restore them consistent with post-disaster community priorities and best practices and in compliance with applicable environmental and historic preservation laws and executive orders.
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2. Authorities and Policies

2.1. List & Briefly Describe

- Des Moines Municipal Code Chapter 2.36- Emergency Management
- Resolution No. 1034- NIMS Adoption
- Revised Code of Washington 38.52- Emergency Management
- Washington Administration Codes (WAC) 118-30 and 296 62-312

3. Situation Overview

3.1. The city attorney's office is responsible for providing legal advice to the City Council and the city administration. The attorney's office reviews city ordinances and contracts, prepares and reviews resolutions, and advises council and staff at public meetings and during emergencies and/or disasters.

4. Concept of Operations

4.1. Functions of this Legal Department may include, but are not limited to:

- Assist the City Manager and the Director of Emergency Management in preparing and processing Proclamations of Emergency.
- Assist with contracts needed to respond and recovery from the emergency or disaster

4.2 Core Capabilities Description

Mission Area	Critical Task I.D.	Critical Task
Planning		
Protection	1	Develop protection plans that identify critical objectives based on planning requirements, provide a complete and integrated picture of the sequence and scope of the tasks to achieve the planning objectives, and implement planning requirements within the timeframe contemplated within the plan using available resources for protection-related plans.
	2	Implement, exercise, and maintain plans to ensure continuity of operations
Mitigation	1	Develop approved hazard mitigation plans that address relevant threats/hazards in accordance with the results of their risk assessment within all local, state, tribal, territorial, and Federal partner
Response	1	Develop operational plans that adequately identify critical objectives based on the planning requirement, provide a complete and integrated picture of the sequence and scope of the tasks to achieve the objectives, and are implementable within the timeframe contemplated in the plan using available resources.
Recovery	1	Convene the core of an inclusive planning team (identified pre-disaster), which will oversee disaster recovery planning
	2	Complete an initial recovery plan that provides an overall strategy and timeline, addresses all core capabilities, and integrates socioeconomic, demographic,

Legal Services

Mission Area	Critical Task I.D.	Critical Task
		accessibility, technology, and risk assessment considerations (including projected climate change impacts), which will be implemented in accordance with the timeline contained in the plan.
Long-term Vulnerability Reduction		
Mitigation	1	Achieve a measurable decrease in the long-term vulnerability of the Nation against current baselines amid a growing population base, changing climate conditions, increasing reliance upon information technology, and expanding infrastructure base.
Risk & Disaster Resilience Assessment		
Mitigation	1	Ensure that local, state, tribal, territorial, and insular area governments and the top 100 Metropolitan Statistical Areas complete a risk assessment that defines localized vulnerabilities and consequences associated with potential natural, technological, and human-caused threats and hazards to their natural, human, physical, cyber, and socioeconomic interests
Threats & Hazards Identifications		
Mitigation	1	Identify the threats and hazards within and across local, state, tribal, territorial, and insular area governments and the top 100 Metropolitan Statistical Areas, in collaboration with the whole community, against a national standard based on sound science
Public Information and Warning		
Response	1	Inform all affected segments of society of critical life-saving and life-sustaining information, by all means, necessary, including accessible tools, to expedite the delivery of emergency services and aid the public to take protective actions
	2	Deliver credible and actionable messages to inform ongoing emergency services and the public about protective measures and other life-sustaining actions and facilitate the transition to recovery
Recovery	1	Reach all populations within the community with effective, actionable recovery-related public information messaging and communications that are accessible to people with disabilities and people with limited English proficiency; protect the health and safety of the affected population; help manage expectations, and ensure stakeholders have a clear understanding of available assistance and their roles and responsibilities
	2	Support affected populations and stakeholders with a system that provides appropriate, current information about any continued assistance, steady-state resources for long-term impacts, and monitoring programs in an effective and accessible manner
Operational Coordination		
Response	1	Mobilize all critical resources and establish command, control, and coordination structures within the affected community, in other coordinating bodies in surrounding communities, and across the Nation, and maintain as needed throughout the duration of an incident
	2	Enhance and maintain command, control, and coordination structures consistent with the National Incident Management System (NIMS) to meet basic human needs, stabilize the incident, and transition to recovery

Legal Services

Mission Area	Critical Task I.D.	Critical Task
Recovery	1	Establish tiered, integrated leadership and inclusive coordinating organizations that operate with a unity of effort and are supported by sufficient assessment and analysis to provide defined structure and decision-making processes for recovery activities.
	2	Define the path and timeline for recovery leadership to achieve the jurisdiction's objectives that effectively coordinates and uses appropriate local, state, tribal, territorial, insular area, and Federal assistance, as well as nongovernmental and private sector resources. This plan is to be implemented within the established timeline
Infrastructure Systems		
Response	1	Decrease and stabilize immediate infrastructure threats to the affected population, to include survivors in the heavily damaged zone, nearby communities that may be affected by cascading effects, and mass care support facilities and evacuation processing centers with a focus on life sustainment and congregate care service
	2	Re-establish critical infrastructure within the affected areas to support ongoing emergency response operations, life sustainment, community functionality, and a transition to recovery
	3	Provide for the clearance, removal, and disposal of debris.
	4	Formalize partnerships with governmental and private sector cyber incident or emergency response teams to accept, triage, and collaboratively respond to cascading impacts in an efficient manner
Operational Communication		
Response	1	Ensure the capacity to communicate with both the emergency response community and the affected populations and establish interoperable voice and data communications between Federal, tribal, state, and local first responders
	2	Re-establish sufficient communications infrastructure within the affected areas to support ongoing life-sustaining activities, provide basic human needs, and a transition to recovery
	3	Re-establish critical information networks, including cybersecurity information-sharing networks, to inform situational awareness, enable incident response, and support the resilience of key systems
Situational Assessment		
Response	1	Deliver information sufficient to inform decision-making regarding immediate life-saving and life-sustaining activities, and engage governmental, private, and civic sector resources within and outside of the affected area to meet basic human needs and stabilize the incident.
	2	Deliver enhanced information to reinforce ongoing life-saving and life-sustaining activities, and engage governmental, private, and civic sector resources within and outside of the affected area to meet basic human needs, stabilize the incident, and transition to recovery.
Economic Recovery		
Recovery	1	Conduct a preliminary assessment of economic issues and identify potential inhibitors to fostering stabilization of the affected communities
	2	Return affected area's economy within the specified timeframe in the recovery plan

Legal Services

Mission Area	Critical Task I.D.	Critical Task
	3	Ensure the community recovery and mitigation plan(s) incorporates economic revitalization and removes governmental inhibitors to post-disaster economic sustainability while maintaining the civil rights of citizens
Health & Social Services		
Recovery	1	Identify affected populations, groups, and key partners in short-term, intermediate, and long-term recovery.
	2	Complete an assessment of community health and social service needs; prioritize these needs, including accessibility requirements, based on the whole community's input and participation in the recovery planning process; and develop a comprehensive recovery timeline.
	3	Restore health care (including behavioral health), public health, and social services functions
	4	Restore and improve the resilience and sustainability of the health care system and social service capabilities and networks to promote the independence and well-being of community members in accordance with the specified recovery timeline.
Natural & Cultural Resources		
Recovery	1	Implement measures to protect and stabilize records and culturally significant documents, objects, and structures
	2	Mitigate the impacts to and stabilize the natural and cultural resources, and conduct a preliminary assessment of the impacts that identifies protections that need to be in place during stabilization through recovery
	3	Complete an assessment of affected natural and cultural resources, and develop a timeline for addressing these impacts in a sustainable and resilient manner
	4	Preserve natural and cultural resources as part of an overall community recovery that is achieved through the coordinated efforts of natural and cultural resource experts and the recovery team in accordance with the specified timeline in the recovery plan

5. Organization

5.1. The City of Des Moines operates under a Council / City Manager form of government with the City Manager serving as the chief executive. As provided by state law and Des Moines City Municipal Code 2.36 Emergency Management, the City Manager or their designee shall serve as the City's Emergency Management Director. In the absence of the City Manager, the Chief Operating Officer shall serve in this capacity having the same responsibilities and authorities of the City Manager. The City Manager shall appoint a duly qualified Emergency Management Coordinator from among existing City staff.

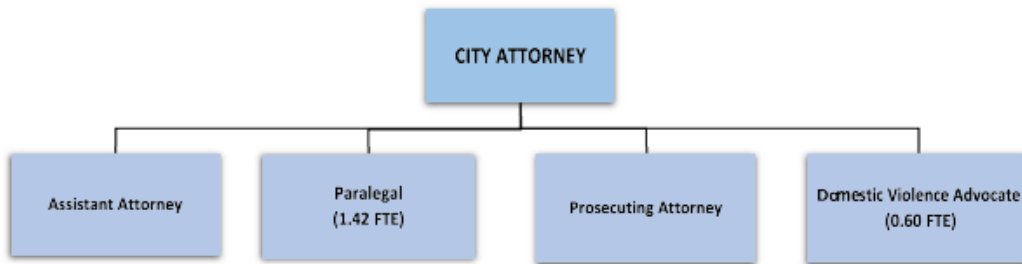
5.2. The City Attorney operates in a support role- providing and coordinating legal counsel when indicated.

5.3. Structure- See the Incident Command/Emergency Management Organizational Chart

6. Direction, Control, & Coordination

6.1. Horizontal Integration- The legal Counsel will serve as a member of the Incident Command Structure-

Legal Services



6.2. Vertical Integration- the City attorney serves in a support function during an emergency.

7. Information Collection, Analysis, & Dissemination

7.1. Information Collection – Legal Services will collect information from the EOC to assist in providing proper legal advice to City Council and the City Administrator. Legal services will also collect information from the state and county regarding their emergency declarations and interpret how those may affect the City. Finally, Legal Services will collect information from the Resource Management section of the EOC to assist in contract preparation.

7.1.1. Essential Elements of Information (EEIs)

The City of Des Moines has established Essential Elements of Information for various departments and incidents within the City. These elements are likely to change more often than this plan is updated. As such, the majority of the City’s EEIs are located in the City of Des Moines EEI document, which is sortable by department and incident and can be updated regularly, without modifying this plan. There are however basic elements that every department should gather upon implementation of this plan:

1. What is the location and nature of the emergency?
2. What department or outside resources are already committed to the emergency?
3. What additional department resources are needed to contain the incident or deal with initial impacts?
4. Do we have sufficient resources to contain the incident or deal with initial impacts? If not, immediately communicate this to the EOC.
5. What is the immediate impact to department employees (injuries, deaths, inability to reach the City, etc.)?
6. What is the immediate impact to department facilities (damage, destruction, loss of utilities, etc.)

Information gathered during this initial phase should be communicated as soon as possible to the EOC, with the exception of resource deficiencies, which should be reported immediately.

7.1.2. Information Analysis- the City Attorney will evaluate legal risk to the City during an emergency or disaster.

7.1.3. Information Dissemination- the city attorney will work closely with the city administration and the EOC to provide risk information and guidance.

8. Responsibilities

Preparedness	Activity/Action	Organization(s) Involved
	Participate in training as required.	

Legal Services

Prevention	Critical Task I.D.	Activity/Action	Organization(s) Involved
		No Tasks	

Protection	Critical Task I.D.	Activity/Action	Organization(s) Involved
Planning	1	Conduct a systemic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives.	
	2	Assist as needed in drafting, reviewing, and updating plans to ensure continuity of operations.	

Mitigation	Critical Task I.D.	Activity/Action	Organization(s) Involved
Planning	1	Provide personnel to serve as an active member of the Emergency Management Committee.	City Administration
	1	Review pertinent emergency management plans for legal relevance and compliance.	
	1	Review and comment on new and renewed mutual aid and interlocal agreements.	
Long-term Vulnerability Reduction	1	Review pertinent emergency management plans for legal relevance and compliance.	
Risk & Disaster Resilience Assessment	1	Review risk assessment for legal relevance and compliance.	
Threats & Hazards Identification	1	Assist as needed in identifying threats and hazards and review for legal relevance and compliance.	

Response	Critical Task I.D.	Activity/Action	Organization(s) Involved
Planning	1	Develop template to assist the City Manager and the Director of Emergency Management in preparing a Proclamation of Emergency, then assist in processing during an event.	City Administration and Attorney
Public Information & Warning	1	Support drafting and legal review of public information messaging and communications.	
	2	Support drafting and legal review of credible and actionable messages.	
Operational Coordination	1	Support preparation of contracts to facilitate response to emergency or disaster.	
	2	Write and/or interpret mutual aid agreements.	
Infrastructure Systems	1	Draft and review contracts needed to decrease and stabilize immediate infrastructure threats.	

Legal Services

Response	Critical Task I.D.	Activity/Action	Organization(s) Involved
	2	Draft and review contracts to re-establish critical infrastructure within the affected areas.	
	3	Draft and review contracts for the clearance, removal, and disposal of debris.	
	4	Draft and review legal documents with governmental and private sector cyber incident or emergency response teams.	
Operational Communications	1	Support drafting and legal review of public information messaging and communications.	
	2	Draft and review contracts to re-establish sufficient communications infrastructure.	
	3	Draft and review contracts to re-establish critical information networks.	
Situational Assessment	1	Support with drafting and legal review of public information messaging and communications.	
	2	Support with drafting and legal review of public messaging and communications.	

Recovery	Critical Task I.D.	Activity/Action	Organization(s) Involved
Planning	1&2	Participate in recovery planning efforts to provide guidance on meeting legal aspects of grants, contracts, and mutual aid agreements.	
Public Information and Warning	1&2	Review messaging efforts to ensure legal compliance for all constituents, special populations, and residents.	
Operational Coordination	1&2	Work with all departments to review and recommend language on contracts focused on recovery efforts.	
Economic Recovery	1	Support recovery through a focus on the legal implications of restoration, strengthening, and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historical, and environmental fabric of communities affected by a catastrophic incident.	
	2&3	Review actions for legal relevance and compliance with the plan.	
Health & Social Services	1	Review actions for legal relevance and compliance with the plan.	
	2	Review for legal compliance of assessment of community health and social service needs.	
	3	Review actions for legal relevance and compliance with the plan. Draft or review contracts.	
	4	Review actions for legal relevance and compliance with the plan. Draft or review contracts.	
	1	Assure agency compliance with legal requirements related to natural and cultural preservation.	

Legal Services

Recovery	Critical Task I.D.	Activity/Action	Organization(s) Involved
Natural & Cultural Resources	2	Assist with the processing of permitting documents and legal compliance.	
	3	Assist with a legal review of the assessment of affected natural and cultural resources and planning.	
	4	Assist with a legal review of actions and compliance with the recovery plan.	

9. Resource Requirements

9.1. Micro-level

- Computer
- Phone
- Proper supplies to sustain legal employees
- Possible access to Web EOC

9.2. Macro-level

- Proper Staffing to meet the needs of the emergency
- Access to necessary plans and contracts for vendors, partners, and unions

10. References and Supporting Guidance

- City of Des Moines Comprehensive Emergency Management Plan
- Mutual Aid Agreements
- Legal Mandates
- King County Comprehensive Emergency Management Plan
- King County Regional Disaster Plan
- City of Des Moines Continuity of Operations Plan (to be developed)

11. Terms and Definitions

The terms and definitions included here are specific to this department plan. Please refer to the base plan for a complete list of all terms and definitions that apply to the City of Des Moines CEMP.

Marina

1. Purpose

- 1.1. The Des Moines Marina is located on the Puget Sound and serves as access to the City by boat for emergency services and the public in an emergency or disaster situation.

Primary Core Capabilities
This Department serves in a support role

Support Core Capabilities	
Planning	Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives.
Public Information & Warning	Deliver coordinated, prompt, reliable, and actionable information to the whole community through the use of clear, consistent, accessible, and culturally and linguistically appropriate methods to effectively relay information regarding any threat or hazard, as well as the actions being taken and the assistance being made available, as appropriate.
Intelligence and Information Sharing	Provide timely, accurate, and actionable information resulting from the planning, direction, collection, exploitation, processing, analysis, production, dissemination, evaluation, and feedback of available information concerning physical and cyber threats to the United States, its people, property, or interests; the development, proliferation, or use of WMDs; or any other matter bearing on U.S. national or homeland security by local, state, tribal, territorial, federal, and other stakeholders. Information sharing is the ability to exchange intelligence, information, data, or knowledge among government or private sector entities, as appropriate.
Interdiction and Disruption	Delay, divert, intercept, halt, apprehend, or secure threats and/or hazards.
Operational Coordination	Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of Core Capabilities.
Access Control & Identify Verification	Apply and support necessary physical, technological, and cyber measures to control admittance to critical locations and systems.
Cybersecurity	Protect (and if needed, restore) electronic communications systems, information, and services from damage, unauthorized use, and exploitation.
Risk Management for Protection Programs and Activities	Identify, assess, and prioritize risks to inform Protection activities, countermeasures, and investments.
Supply Chain Integrity and Security	Strengthen the security and resilience of the supply chain.
Operational Communication	Ensure the capacity for timely communications in support of security, situational awareness, and operations by any and all means available, among and between affected communities in the impact area and all response forces.
Long-term Vulnerability Reduction	Build and sustain resilient systems, communities, and critical infrastructure and key resources lifelines so as to reduce their vulnerability to natural, technological, and human-caused threats and

Marina

	hazards by lessening the likelihood, severity, and duration of the adverse consequences.
Risk & Disaster Resilience Assessment	Assess risk and disaster resilience so that decision makers, responders, and community members can take informed action to reduce their entity's risk and increase their resilience.
Threats and Hazards Identification	Identify the threats and hazards that occur in the geographic area; determine the frequency and magnitude; and incorporate this into analysis and planning processes so as to clearly understand the needs of a community or entity.
Infrastructure Systems	Stabilize critical infrastructure functions, minimize health and safety threats, and efficiently restore and revitalize systems and services to support a viable, resilient community.
Critical Transportation	Provide transportation (including infrastructure access and accessible transportation services) for response priority objectives, including the evacuation of people and animals and the delivery of vital response personnel, equipment, and services into the affected areas.
Environmental Response Health & Safety	Conduct appropriate measures to ensure the protection of the health and safety of the public and workers, as well as the environment, from all-hazards in support of responder operations and the affected communities.
Logistics and Supply Chain	Deliver essential commodities, equipment, and services in support of impacted communities and survivors, to include emergency power and fuel support, as well as the coordination of access to community staples. Synchronize logistics capabilities and enable the restoration of impacted supply chains.
Mass Care	Provide life-sustaining and human services to the affected population, to include hydration, feeding, sheltering, temporary housing, evacuee support, reunification, and distribution of emergency supplies.
Situational Assessment	Provide all decision makers with decision-relevant information regarding the nature and extent of the hazard, any cascading effects, and the status of the response.

2. Authorities and Policies

- Des Moines Municipal Code Chapter 2.36- Emergency Management
- Resolution No. 1034- NIMS Adoption
- Revised Code of Washington 38.52- Emergency Management
- Washington Administration Codes (WAC) 118-30 and 296 62-312

3. Situation Overview

3.1. The Marina sits on the Puget Sound and has a Harbormaster. The Marina provides emergency access to the city by boat when other means of travel are compromised. It houses a significant storage of fuel and equipment that can assist with emergency response and recovery.

4. Concept of Operations

4.1. On a day-to-day basis, the Marina provides full services to marine customers, with wet and dry moorage for 840 recreational vessels. During an emergency, the Marina shifts focus to provide emergency access

Marina

to the City of Des Moines via water, as well as providing emergency fuel to City vehicles. Further, the Marina is responsible for liaising with the US Coast Guard on issues such as fuel spills and sunken vessels in the marina after a disaster or large emergency. They may also be a reception site for the Vashon Island emergency evacuation via water if the Washington State Ferry System is down.

Core Capability		
Mission Area	Critical Task I.D.	Critical Task
Planning		
Prevention	1	Identify critical objectives during the planning process, provide a complete and integrated picture of the sequence and scope of the tasks to achieve the objectives, and ensure the objectives are implementable within the timeframe contemplated within the plan using available resources for prevention-related plans.
	2	Develop and execute appropriate courses of action in coordination with local, state, tribal, territorial, Federal, and private sector entities in order to prevent an imminent terrorist attack within the United States.
Protection	1	Develop protection plans that identify critical objectives based on planning requirements, provide a complete and integrated picture of the sequence and scope of the tasks to achieve the planning objectives, and implement planning requirements within the timeframe contemplated within the plan using available resources for protection-related plans.
	2	Implement, exercise, and maintain plans to ensure continuity of operations.
Mitigation	1	Develop approved hazard mitigation plans that address relevant threats/hazards in accordance with the results of their risk assessment within all local, state, tribal, territorial, and Federal partners.
Response	1	Develop operational plans that adequately identify critical objectives based on the planning requirement, provide a complete and integrated picture of the sequence and scope of the tasks to achieve the objectives, and are implementable within the timeframe contemplated in the plan using available resources.
Public Information and Warning		
Prevention	1	Share prompt and actionable messages, to include National Terrorism Advisory System alerts, with the public and other stakeholders, as appropriate, to aid in the prevention of imminent or follow-on terrorist attacks, consistent with the timelines specified by existing processes and protocols.
	2	Provide public awareness information to inform the general public on how to identify and provide terrorism-related information to the appropriate law enforcement authorities, thereby enabling the public to act as a force multiplier in the prevention of imminent or follow-on acts of terrorism.
Protection	1	Use effective and accessible indication and warning systems to communicate significant hazards to involved operators, security officials, and the public (including alerts, detection capabilities, and other necessary and appropriate assets).
Mitigation	1	Communicate appropriate information, in an accessible manner, on the risks faced within a community after the conduct of a risk assessment.
Response	1	Inform all affected segments of society of critical lifesaving and life-sustaining information by all means necessary, including accessible tools, to expedite the delivery of emergency services and aid the public to take protective actions.

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Core Capability		
Mission Area	Critical Task I.D.	Critical Task
	2	Deliver credible and actionable messages to inform ongoing emergency services and the public about protective measures and other life-sustaining actions, and facilitate the transition to recovery.
Recovery	1	Support affected populations and stakeholders with a system that provides appropriate, current information about any continued assistance, steady state resources for long-term impacts, and monitoring programs in an effective and accessible manner.
Intelligence and Information Sharing		
Prevention	1	Anticipate and identify emerging and/or imminent threats through the intelligence cycle.
	2	Share relevant, timely, and actionable information and analysis with local, state, tribal, territorial, Federal, private sector, and international partners and develop and disseminate appropriate classified/unclassified products.
	3	Ensure local, state, tribal, territorial, Federal, and private sector partners possess or have access to a mechanism to submit terrorism-related information and/or suspicious activity reports to law enforcement.
Interdiction and Disruption		
Prevention	1	Maximize our ability to interdict specific conveyances, cargo, and persons associated with an imminent terrorist threat or act in the land, air, and maritime domains to prevent entry into the United States or to prevent an incident from occurring in the Nation.
Operational Coordination		
Protection	1	Establish and maintain partnership structures among Protection elements to support networking, planning, and coordination.
Mitigation	1	Establish protocols to integrate mitigation data elements in support of operations with local, state, tribal, territorial, and insular area partners and in coordination with Federal agencies.
Response	1	Mobilize all critical resources and establish command, control, and coordination structures within the affected community, in other coordinating bodies in surrounding communities, and across the Nation, and maintain as needed throughout the duration of an incident.
	2	Enhance and maintain command, control, and coordination structures consistent with the National Incident Management System (NIMS) to meet basic human needs, stabilize the incident, and transition to recovery.
Access Control & Identification Verification		
Protection	1	Implement and maintain protocols to verify identity and authorize, grant, or deny physical and cyber access to specific locations, information, and networks.
Cybersecurity		
Protection	1	Implement risk-informed guidelines, regulations, and standards to ensure the security, reliability, integrity, and availability of critical information, records, and communications systems and services through collaborative cybersecurity initiatives and efforts.
	2	Implement and maintain procedures to detect malicious activity and to conduct technical and investigative-based countermeasures, mitigations, and operations

Marina

Core Capability		
Mission Area	Critical Task I.D.	Critical Task
		against malicious actors to counter existing and emerging cyberbased threats, consistent with established protocol.
Risk Management for Protection Programs and Activities		
Protection	1	Ensure critical infrastructure sectors and Protection elements have and maintain risk assessment processes to identify and prioritize assets, systems, networks, and functions.
	2	Ensure operational activities and critical infrastructure sectors have and maintain appropriate threat, vulnerability, and consequence tools to identify and assess threats, vulnerabilities, and consequence.
Supply Chain Integrity and Security		
Protection	1	Secure and make resilient key nodes, methods of transport between nodes, and materials in transit.
Long-term Vulnerability		
Mitigation	1	Achieve a measurable decrease in the long-term vulnerability of the Nation against current baselines amid a growing population base, changing climate conditions, increasing reliance upon information technology, and expanding infrastructure base.
Risk and Disaster Resilience		
Mitigation	1	Ensure that local, state, tribal, territorial, and insular area governments and the top 100 Metropolitan Statistical Areas complete a risk assessment that defines localized vulnerabilities and consequences associated with potential natural, technological, and human-caused threats and hazards to their natural, human, physical, cyber, and socioeconomic interests.
Threats and Hazards Identification		
Mitigation	1	Identify the threats and hazards within and across local, state, tribal, territorial, and insular area governments and the top 100 Metropolitan Statistical Areas, in collaboration with the whole community, against a national standard based on sound science.
Infrastructure Systems		
Response	1	Re-establish critical infrastructure within the affected areas to support ongoing emergency response operations, life sustainment, community functionality, and a transition to recovery.
Critical Transportation		
Response	1	Establish physical access through appropriate transportation corridors and deliver required resources to save lives and to meet the needs of disaster survivors.
	2	Ensure basic human needs are met, stabilize the incident, transition into recovery for an affected area, and restore basic services and community functionality.
	3	Clear debris from any route type (i.e., road, rail, airfield, port facility, waterway) to facilitate response operations.
Environmental Response Health & Safety		
Response	1	Identify, assess, and mitigate worker health and safety hazards, and disseminate health and safety guidance and resources to response and recovery workers.
	2	Minimize public exposure to environmental hazards through assessment of the hazards and implementation of public protective actions.
	3	Detect, assess, stabilize, and clean up releases of oil and hazardous materials into the environment, including buildings/structures, and properly manage waste.

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Core Capability		
Mission Area	Critical Task I.D.	Critical Task
	4	Identify, evaluate, and implement measures to prevent and minimize impacts to the environment, natural and cultural resources, and historic properties from all-hazard emergencies and response operations.
Logistics and Supply Chain		
Response	1	Mobilize and deliver governmental, nongovernmental, and private sector resources to save lives, sustain lives, meet basic human needs, stabilize the incident, and transition to recovery, to include moving and delivering resources and services to meet the needs of disaster survivors.
	2	Enhance public and private resource and services support for an affected area.
Mass Care		
Response	1	Move and deliver resources and capabilities to meet the needs of disaster survivors, including individuals with access and functional needs.
	2	Establish, staff, and equip emergency shelters and other temporary housing options (including accessible housing) for the affected population.
	3	Move from congregate care to non-congregate care alternatives and provide relocation assistance or interim housing solutions for families unable to return to their pre-disaster homes.
Operational Communications		
Response	1	Ensure the capacity to communicate with both the emergency response community and the affected populations and establish interoperable voice and data communications between Federal, tribal, state, and local first responders.
Situational Assessment		
Response	1	Deliver information sufficient to inform decision making regarding immediate lifesaving and life-sustaining activities, and engage governmental, private, and civic sector resources within and outside of the affected area to meet basic human needs and stabilize the incident.

5. Organization

5.1. The City of Des Moines operates under a Council / City Manager form of government with the City Manager serving as the chief executive. As provided by state law and Des Moines City Municipal Code 2.36 Emergency Management, the City Manager or their designee shall serve as the City's Emergency Management Director. In the absence of the City Manager, the Chief Operating Officer shall serve in this capacity having the same responsibilities and authorities of the City Manager. The City Manager shall appoint a duly qualified Emergency Management Coordinator from among existing City staff.

5.2 Refer to the City Emergency Management Organizational Chart

6. Direction, Control, & Coordination

6.1. Horizontal Integration

The Marina coordinates horizontally with other City departments to provide emergency fuel supplies and access to emergency transportation access via boat.

6.2. Vertical Integration

Marina

Internally, the Marina coordinates with the City Manager, Mayor, and/or City Council to provide information in support of decision-making and to receive policy guidance.

The Marina is in a unique position that may require it to coordinate vertically with outside agencies in support of general city services during an emergency, and to support outside entities. Outside coordination may be with the United States Coast Guard, who has authority over the waterways of Puget Sound. Outside coordination may also occur with various Puget Sound emergency response organizations in need of Marina facilities. Finally, the Marina may coordinate with authorities and residents of Vashon Island in the event that ferry service to Vashon Island is disrupted for an extended period of time.

7. Information Collection, Analysis, & Dissemination

7.1. Information Collection

7.1.1. Essential Elements of Information (EIs)

The City of Des Moines has established Essential Elements of Information for various departments and incidents within the City. These elements are likely to change more often than this plan is updated. As such, the majority of the City's EIs are located in the City of Des Moines EEI document, which is sortable by department and incident and can be updated regularly, without modifying this plan. There are however basic elements that every department should gather upon implementation of this plan:

1. What is the location and nature of the emergency?
2. What department or outside resources are already committed to the emergency?
3. What additional department resources are needed to contain the incident or deal with initial impacts?
4. Do we have sufficient resources to contain the incident or deal with initial impacts? If not, immediately communicate this to the EOC.
5. What is the immediate impact to department employees (injuries, deaths, inability to reach the City, etc.)?
6. What is the immediate impact to department facilities (damage, destruction, loss of utilities, etc.)

Information gathered during this initial phase should be communicated as soon as possible to the EOC, with the exception of resource deficiencies, which should be reported immediately.

7.1.2. Information Analysis

Marina staff will gather information from inspection check lists and determine actions required to address most emergent issues first. They will also obtain information from the public and first responders that will be relay to the EOC.

7.1.3. Information Dissemination

Marina staff will ensure full damage assessment reports are communicated to the EOC with any additional resources needed in order to address issues. Resources must be clearly noted and identified on the request. Marina staff will continually keep the EOC informed of resources in use and note available resources that can be redeployed to other areas within the City. In the event that information about the Marina needs to be communicated with the public, Marina staff will coordinate with the EOC and/or PIO.

8. Responsibilities

Marina

Preparedness	Activity/Action	Organization(s) Involved
Preparedness	Provide the required personnel, facilities, and equipment needed to support the responsibilities outlined in the CEMP .	
	Participate in relevant training and exercises to prepare for emergencies and disasters that effect the marina and the city.	
	Develop and maintain relevant plans and SOPs to provide guidance for department responsibilities defined in this plan (and relevant annexes).	
	Ensure compliance with ICS and NIMS training requirements for department staff, following guidance from the Emergency Manager.	
	Identify EOC staff prior to an emergency and send personnel to the EOC when activated.	

Prevention	Critical Task I.D.	Activity/Action	Organization(s) Involved
Planning	1&2	Serve as a member of the Emergency Management Committee to develop city and department plans.	
	2	Actively promote and educate staff, tenants and vendors in See something Say Something. Ensure education to help notify proper authorities of any possible treat entering through the Des Moines marina	
Public Information and Warning	1&2	Ensure emergency communications comply with requirements in RCW 38.52.070.	
	1&2	Communicate to the EOC the results of the preliminary damage assessment. Communicate with staff, tenants, and upland residents, distributing information received from the PIO officer. Signs, dock postings, Marina social media.	
	1&2	Ensure tenant contact list is up to date and a hard copy is maintained for easy access at the EOC in case of power outage or inability to access Marina Management System.	
Intelligence and Information Sharing	1	Inspect and maintain records of inspections monthly of all docks and other Marina structures for possible threats that could threaten the integrity of the marina infrastructure.	
	2	Document and report unusual changes or damage to Marina structure and or property to proper authorities to ensure investigations happen timely.	
	3	Maintain records of required inspections by Marina Staff and outside contractors as required by State and Federal Agencies.	
	2	Continued contacts with City Hall, fire, police, tenants, neighbors, and other departments to insure protocols are set.	

Marina

Prevention	Critical Task I.D.	Activity/Action	Organization(s) Involved
Interdiction and Disruption	1	Ensure all Marina staff are trained to watch for and report suspicious maritime activity to appropriate authorities.	
Protection	Critical Task I.D.	Activity/Action	Organization(s) Involved
Planning	1	Establish and maintain a department Continuity of Operations Plan (COOP) that provides guidance regarding essential functions, lines of succession, and delegation of authority etc. to ensure continued provision of essential services in an emergency.	
	2	Promote department preparedness amongst department staff, tenants and vendors to help ensure all are ready and informed about how to respond in an emergency.	
Public Information and Warning	1	Ensure all communications shared on City Platforms are also included on all Marina Social Media, Web Pages and printed documentation to ensure all tenants, casual users and staff are full aware of activities related to City protection activities.	
Operational Coordination	1	Regularly train and exercise staff so they are prepared to fill their respective emergency roles. Ensure EOC staff participate in ongoing EOC trainings and exercises.	
	1	Maintain memberships in professional associations to ensure relationships with other Marinas that can share best practices and department planning, training, and exercising details.	
Access Control & Identify Verification	1	Ensure all staff ID's, Keys and computer access sign on and passwords are distributed to new staff through proper channels as established by Human Resources and Employee Manual.	
	1	Ensure all staff ID's, Keys and computer access sign on and passwords are collected and discontinued for resigning staff through proper channels as established by Human Resources and Employee Manual.	
Cybersecurity	1	Ensure all staff complete proper training as required for computer access to help protect against cyber threats City intellectual property and employee information.	
	1	Train staff to ensure password required protocols are followed and enforced across all platforms.	
Risk Management for Protection Programs	1&2	Maintain annual reporting of all critical infrastructure on the Marina floor and available on all docks and Marina Facilities to ensure they are inspected regularly for all possible vulnerabilities, breakage and aging.	

Marina

Protection	Critical Task I.D.	Activity/Action	Organization(s) Involved
Supply Chain Integrity & Security	1	Ensure marina floor is assessed annually by partner organizations to assess the availability of the marina floor for distribution of life sustaining support activities if areas of the Puget Sound are impacted by damage during an incident.	

Mitigation	Critical Task I.D.	Activity/Action	Organization(s) Involved
Planning	1	Develop a plan to assess and minimize potential impacts to the Marina during emergencies and disasters.	
	1	Actively participate in the development of the Hazard Mitigation plan as a leader of the Mitigation Team.	
Public Information and Warning	1	Use the Marina Platforms including but not limited to Social Media and Web Pages to communicate upcoming projects to help protect the Marina.	
Operational Coordination	1	Reach out to and federal agencies to ensure all marina data elements are included in the Mitigation plan annually.	
Long-term Vulnerability	1	Asses and report on areas on the Marina floor that have been impact by changing climate and increasing severe weather to ensure it is addressed in City Planning efforts.	
	1	Actively research grant opportunities to help ensure the resilience of the Marina floor for future use.	
Risk & Disaster Resilience	1	Identify short and long term risks to Marina and tenant property and infrastructure.	
Threats & Hazards	1	Ensure that Threats and Hazards impacting the Marina floor are reported annually to staff to ensure they are noted on THIRA and Mitigation Planning.	
	1	Report all damage affecting the Marina caused by Natural or Human cause are reported to Emergency Management for Historical record and consideration in future planning.	

Response	Critical Task I.D.	Activity/Action	Organization(s) Involved
Planning	1	Identify trained staff to report to the EOC to staff the Operations Section to ensure all planning needs for the Marina are addressed in a timely and thorough manner.	
	1	Ensure all Marina Planning is in compliance with all required Local, State, Federal and Partner requirements.	

Marina

Response	Critical Task I.D.	Activity/Action	Organization(s) Involved
Public Information and Warning	1&2	Communicate to the EOC the results of the preliminary damage assessment.	
	1&2	Communicate with staff, tenants, and upland residents, distributing information received from the PIO officer. Signs, dock postings, Marina social media.	
	1&2	Provide support to the Public Information Officer in the dissemination of emergency warning information to the public.	
Operational Coordination	1&2	Support the EOC as indicated. Conduct a preliminary damage assessment of the Marina.	
Infrastructure Systems	2	Fuel resources are rapidly depleted during long-term power outages. Fuel reserves may be obtained from the City of Des Moines Marina.	
Critical Transportation	1&2	Be prepared to support non-traditional transportation of people and materials.	South King Fire
Environmental Response Health & Safety	2	Maintain Marina operations in support of the water transportation of resources.	South King Fire
	3	Ensure marina floor is clear of all debris within 12 hours of incident to ensure access to emergency personnel and other State and Federal Department for access to the city via the sound.	
Logistics and Supply Chain	1	Support the regional use of the marina as an alternate resource lifeline when roads are impassible, to continue the distribution of supplies.	Public Works South King Fire Third Party Vendors
Mass Care	1	Ensure all facilities on the Marina floor are assessed for damage and report usability to the EOC to ensure communication of possible use for distribution of supplies by partner organizations is possible.	
Operational Communications	1	Ensure that marina staff have access to appropriate radio and phone systems to communicate effectively with all partner agencies and City departments.	
Situational Assessment	1	Report Marina operational status to the EOC and other pertinent stakeholders, providing immediate updates of critical information and regular updates of more routine information.	

Recovery	Critical Task I.D.	Activity/Action	Organization(s) Involved
Public Information & Warning	1	Communicate with staff, tenants, and upland residents, distributing information received from the PIO using signs, dock postings, and Marina social media.	

9. Resource Requirements

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(Des Moines) CEMP

Marina

9.1. Micro-level

- The appropriate number of staff to support the incident.
- Access to Web-EOC
- Access to Marina Tenant Management Software
- City assigned Laptop
- City Assigned Cell Phone
- Radios
- Resource List – Full Marina Equipment list
- City Credentials
- Resource List – Department Equipment List
- Vendor Contracts
- Employee Contact List
- Marina Vendor Contact List and Contracts

9.2. Macro-level (Emergency-wide)

Hazardous Material

Global Diving and Salvage

Corp of Engineers – Captain Puget

Department of Ecology

Non-Hazardous Material (i.e. building collapse)

American Construction

Major Electrical Failures

Elcon Electrical

Veca Electrical

Puget Sound Energy

Army Corps of Engineers

Major Water Failure

Water District 54

10. References and Supporting Guidance

- King County Comprehensive Emergency Management Plan
- American Red Cross Serving King County Disaster Plan
- Seattle-King County Public Health Medical Needs Shelter Plan
- Stafford Act Section 403. As amended by the PETS Act
- United States Coast Guard

11. Terms and Definitions

The terms and definitions included here are specific to this department plan. Please refer to the base plan for a complete list of all terms and definitions that apply to the City of Des Moines CEMP.

Parks and Recreation

1. Purpose

- 1.1. Coordination of mass care, housing, and human services for Des Moines residents and business owners and to support mass care, housing, and human services operations for displaced residents from other jurisdictions impacted by an emergency or disaster

Primary Core Capabilities	
Mass Care	Capability to provide immediate shelter, feeding centers, and related services to persons affected by a large-scale incident. The capability may also provide for companion animal care/handling.
Health and Social Services	Restore and improve health and social services capabilities and networks to promote the resilience, independence, health (including behavioral health), and well-being of the whole community.
Housing	Implement housing solutions that effectively support the needs of the whole community and contribute to its sustainability and resilience.
Natural and Cultural Resources	Protect natural and cultural resources and historic properties through appropriate planning, mitigation, response, and recovery actions to preserve, conserve, rehabilitate, and restore them consistent with post-disaster community priorities and best practices and in compliance with applicable environmental and historic preservation laws and Executive orders.

Support Core Capabilities	
Planning	Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives.
Screening, Search and Detection	Identify, discover, or locate threats and/or hazards through active and passive surveillance and search procedures. This may include the use of systematic examinations and assessments, bio surveillance, sensor technologies, or physical investigation and intelligence.
Public Information and Warning	Deliver coordinated, prompt, reliable, and actionable information to the whole community through the use of clear, consistent, accessible, and culturally and linguistically appropriate methods to effectively relay information regarding any threat or hazard and, as appropriate, the actions being taken and the assistance being made available.
Access Control & Identification	Apply and support necessary physical, technological, and cyber measures to control admittance to critical locations and systems.
Cybersecurity	Protect (and, if needed, restore) electronic communications systems, information, and services from damage, unauthorized use, and exploitation.
Community Resilience	Enable the recognition, understanding, communication of, and planning for risk, and empower individuals and communities to make informed risk management decisions necessary to adapt to, withstand, and quickly recover from future incidents.
Operational Coordination	Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of Core Capabilities.

Parks and Recreation

Infrastructure Systems	Stabilize critical infrastructure functions, minimize health and safety threats, and efficiently restore and revitalize systems and services to support a viable, resilient community.
Critical Transportation	Provide transportation (including infrastructure access and accessible transportation services) for response priority objectives, including the evacuation of people and animals and the delivery of vital response personnel, equipment, and services into the affected areas.
Fatality Management	Provide fatality management services, including decedent remains recovery and victim identification, and work with local, state, tribal, territorial, insular area, and Federal authorities to provide mortuary processes, temporary storage or permanent internment solutions, sharing information with mass care services for the purpose of reunifying family members and caregivers with missing persons/remains, and providing counseling to the bereaved.
Mass Search and Rescue Operations	Deliver traditional and atypical search and rescue capabilities, including personnel, services, animals, and assets to survivors in need, with the goal of saving the greatest number of endangered lives in the shortest time possible.
Operational Communication	Ensure the capacity for timely communications in support of security, situational awareness, and operations, by any and all means available, among and between affected communities in the impact area and all response forces.
Public Health, Healthcare and EMS	Provide lifesaving medical treatment via Emergency Medical Services and related operations, and avoid additional disease and injury by providing targeted public health, medical, and behavioral health support and products to all affected populations.
Situational Assessment	Provide all decision makers with decision-relevant information regarding the nature and extent of the hazard, any cascading effects, and the status of the response

2. Authorities and Policies

- Des Moines Municipal Code Chapter 2.36- Emergency Management
- Resolution No. 1034- NIMS Adoption
- Revised Code of Washington 38.52- Emergency Management
- Washington Administration Codes (WAC) 118-30 and 296 62-312

3. Situation Overview

3.1. All hazards have the potential to require the relocation of people to protect life. High magnitude earthquakes, extended power outages, and fires are the hazards most likely to create the need of services.

4. Concept of Operations

4.1

- Provide city sheltering operations for incidents impacting Des Moines
- Assist with shelter operations for large regional incidents
- Coordinate animal rescue and shelter
- Offer mass care and reunification support services to the community through collaboration and mutual aid agreement with partner agencies.

Parks and Recreation

4.2 Whole Community Involvement

The “Whole Community” approach attempts to engage the full capacity of the public, including individuals, families, households and communities: private and nonprofit sectors; and local, tribal, state and Federal governments. This includes businesses, faith-based and disability organizations, and the general public including people with Access and Functional Needs, people covered under the Americans with Disabilities Act, and people with Limited English Proficiency, and culturally diverse populations. Emergency Management will identify and address the essential needs of children, those with access and functional needs, and the essential needs of household pets and service animals in disaster preparedness and planning.

Primary Core Capability		
Mission Area	Critical Task I.D.	Critical Task
Mass Care		
Response	1	Move and deliver resources and capabilities to meet the needs of disaster survivors, including individuals with access and functional needs.
	2	Establish, staff, and equip emergency shelters and other temporary housing options (including accessible housing) for the affected population.
	3	Support the movement from congregate care to non-congregate care alternatives and provide relocation assistance or interim housing solutions for families unable to return to their pre-disaster homes.
Health And Social Services		
Recovery	1	Identify affected populations, groups, and key partners in short-term, intermediate, and long-term recovery.
	2	Complete an assessment of community health and social service needs; prioritize these needs, including accessibility requirements, based on the whole community’s input and participation in the recovery planning process; and develop a comprehensive recovery timeline.
	3	Restore health care (including behavioral health), public health, and social services functions.
	4	Restore and improve the resilience and sustainability of the health care system and social service capabilities and networks to promote the independence and well-being of community members in accordance with the specified recovery timeline.
Housing		
Response	1	Assess preliminary housing impacts and needs, identify currently available options for temporary housing, and plan for permanent housing.
	2	Ensure community housing recovery plans continue to address interim housing needs, assess options for permanent housing, and define a timeline for achieving a resilient, accessible, and sustainable housing market.
	3	Establish a resilient and sustainable housing market that meets the needs of the community, including the need for accessible housing within the specified timeframe in the recovery plan.
Natural And Cultural Resources		
Response	1	Implement measures to protect and stabilize records and culturally significant documents, objects, and structures.

Parks and Recreation

Primary Core Capability		
Mission Area	Critical Task I.D.	Critical Task
	2	Mitigate the impacts to and stabilize the natural and cultural resources, and conduct a preliminary assessment of the impacts that identifies protections that need to be in place during stabilization through recovery.
	3	Complete an assessment of affected natural and cultural resources, and develop a timeline for addressing these impacts in a sustainable and resilient manner.
	4	Preserve natural and cultural resources as part of an overall community recovery that is achieved through the coordinated efforts of natural and cultural resource experts and the recovery team in accordance with the specified timeline in the recovery plan.

Support Core Capability		
Mission Area	Critical Task I.D.	Critical Task
Planning		
Prevention	1	Identify critical objectives during the planning process, provide a complete and integrated picture of the sequence and scope of the tasks to achieve the objectives, and ensure the objectives are implementable within the timeframe contemplated within the plan using available resources for prevention-related plans.
	2	Develop and execute appropriate courses of action in coordination with local, state, tribal, territorial, Federal, and private sector entities in order to prevent an imminent terrorist attack within the United States.
Protection	1	Develop protection plans that identify critical objectives based on planning requirements, provide a complete and integrated picture of the sequence and scope of the tasks to achieve the planning objectives, and implement planning requirements within the timeframe contemplated within the plan using available resources for protection-related plans.
	2	Implement, exercise, and maintain plans to ensure continuity of operations.
Response	1	Develop operational plans that adequately identify critical objectives based on the planning requirement, provide a complete and integrated picture of the sequence and scope of the tasks to achieve the objectives, and are implementable within the timeframe contemplated in the plan using available resources.
Screening, Search and Detection		
Prevention	1	Ensure critical infrastructure sectors and Protection elements have and maintain risk assessment processes to identify and prioritize assets, systems, networks, and functions.
	2	Ensure operational activities and critical infrastructure sectors have and maintain appropriate threat, vulnerability, and consequence tools to identify and assess threats, vulnerabilities, and consequences.
Public Information and Warning		
Protection	1	Use effective and accessible indication and warning systems to communicate significant hazards to involved operators, security officials, and the public

Parks and Recreation

Support Core Capability		
Mission Area	Critical Task I.D.	Critical Task
		(including alerts, detection capabilities, and other necessary and appropriate assets).
Mitigation	1	Communicate appropriate information, in an accessible manner, on the risks faced within a community after the conduct of a risk assessment.
Response	1	Inform all affected segments of society of critical lifesaving and life-sustaining information by all means necessary, including accessible tools, to expedite the delivery of emergency services and aid the public to take protective actions.
	2	Deliver credible and actionable messages to inform ongoing emergency services and the public about protective measures and other life-sustaining actions, and facilitate the transition to recovery.
Recovery	1	Reach all populations within the community with effective actionable recovery-related public information messaging and communications that are accessible to people with disabilities and people with limited English proficiency; protect the health and safety of the affected population; help manage expectations; and ensure stakeholders have a clear understanding of available assistance and their roles and responsibilities.
	2	Support affected populations and stakeholders with a system that provides appropriate, current information about any continued assistance, steady state resources for long-term impacts, and monitoring programs in an effective and accessible manner.
Access Control and Identity Verification		
Protection	1	Implement and maintain protocols to verify identity and authorize, grant, or deny physical and cyber access to specific locations, information, and networks.
Cybersecurity		
Protection	1	Implement risk-informed guidelines, regulations, and standards to ensure the security, reliability, integrity, and availability of critical information, records, and communications systems and services through collaborative cybersecurity initiatives and efforts.
	2	Implement and maintain procedures to detect malicious activity and to conduct technical and investigative-based countermeasures, mitigations, and operations against malicious actors to counter existing and emerging cyber based threats, consistent with established protocols.
Community Resilience		
Mitigation	1	Maximize the coverage of the U.S. population that has a localized, risk-informed mitigation plan developed through partnerships across the entire community.
	2	Empower individuals and communities to make informed decisions to facilitate actions necessary to adapt to, withstand, and quickly recover from future incidents.
Operational Coordination		
Response	1	Mobilize all critical resources and establish command, control, and coordination structures within the affected community, in other coordinating

Parks and Recreation

Support Core Capability		
Mission Area	Critical Task I.D.	Critical Task
Recovery		bodies in surrounding communities, and across the Nation, and maintain as needed throughout the duration of an incident.
	2	Enhance and maintain command, control, and coordination structures consistent with the National Incident Management System (NIMS) to meet basic human needs, stabilize the incident, and transition to recovery.
	1	Establish tiered, integrated leadership and inclusive coordinating organizations that operate with a unity of effort and are supported by sufficient assessment and analysis to provide defined structure and decision-making processes for recovery activities.
	2	Define the path and timeline for recovery leadership to achieve the jurisdiction's objectives that effectively coordinates and uses appropriate local, state, tribal, territorial, insular area, and Federal assistance, as well as nongovernmental and private sector resources. This plan is to be implemented within the established timeline.
Infrastructure Systems		
Response	1	Decrease and stabilize immediate infrastructure threats to the affected population, to include survivors in the heavily damaged zone, nearby communities that may be affected by cascading effects, and mass care support facilities and evacuation processing centers with a focus on life sustainment and congregate care services.
	2	Re-establish critical infrastructure within the affected areas to support ongoing emergency response operations, life sustainment, community functionality, and a transition to recovery.
	3	Provide for the clearance, removal, and disposal of debris.
	4	Formalize partnerships with governmental and private sector cyber incident or emergency response teams to accept, triage, and collaboratively respond to cascading impacts in an efficient manner.
Critical Transportation		
Response	2	Ensure basic human needs are met, stabilize the incident, transition into recovery for an affected area, and restore basic services and community functionality.
Fatality Management		
Response	1	Establish and maintain operations to recover a significant number of fatalities over a geographically dispersed area.
	2	Mitigate hazards from remains, facilitate care to survivors, and return remains for final disposition.
Mass Search And Rescue Operations		
Response	1	Move and deliver resources and capabilities to meet the needs of disaster survivors, including individuals with access and functional needs.
	2	Establish, staff, and equip emergency shelters and other temporary housing options (including accessible housing) for the affected population.
	3	Move from congregate care to non-congregate care alternatives and provide relocation assistance or interim housing solutions for families unable to return to their pre-disaster homes.
Operational Communication		

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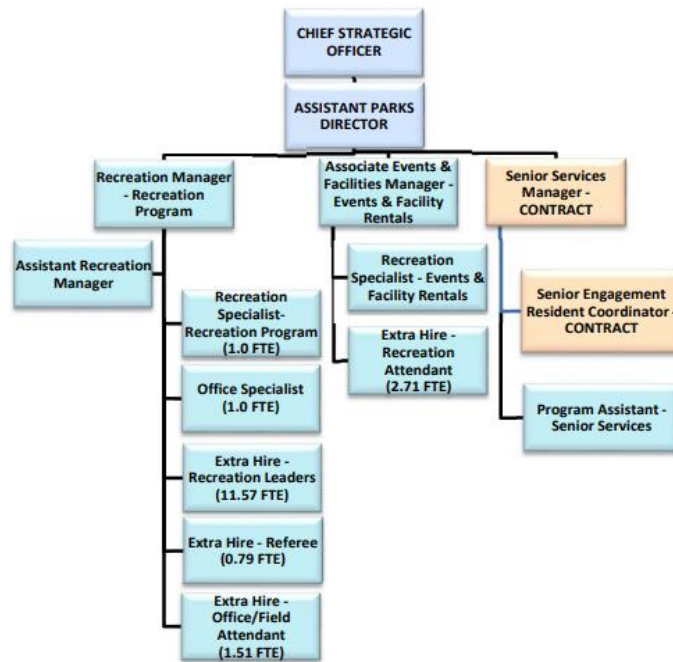
Support Core Capability		
Mission Area	Critical Task I.D.	Critical Task
Response	1	Ensure the capacity to communicate with both the emergency response community and the affected populations and establish interoperable voice and data communications between Federal, tribal, state, and local first responders.
	2	Re-establish sufficient communications infrastructure within the affected areas to support ongoing life-sustaining activities, provide basic human needs, and a transition to recovery.
	3	Re-establish critical information networks, including cybersecurity information sharing networks, to inform situational awareness, enable incident response, and support the resilience of key systems.
Public Health, Health Care And EMS		
Response	2	Complete triage and initial stabilization of casualties, and begin definitive care for those likely to survive their injuries and illnesses.
Situational Assessment		
Response	1	Deliver information sufficient to inform decision making regarding immediate lifesaving and life-sustaining activities, and engage governmental, private, and civic sector resources within and outside of the affected area to meet basic human needs and stabilize the incident.
	2	Deliver enhanced information to reinforce ongoing lifesaving and life-sustaining activities, and engage governmental, private, and civic sector resources within and outside of the affected area to meet basic human needs, stabilize the incident, and transition to recovery.

5. Organization

5.1. The City of Des Moines operates under a Council / City Manager form of government with the City Manager serving as the chief executive. As provided by state law and Des Moines City Municipal Code 2.36 Emergency Management, the City Manager or their designee shall serve as the City's Emergency Management Director. In the absence of the City Manager, the Chief Operating Officer shall serve in this capacity having the same responsibilities and authorities of the City Manager. The City Manager shall appoint a duly qualified Emergency Management Coordinator from among existing City staff.

5.2. Refer to the City Emergency Management Organizational Chart

Parks and Recreation



6. Direction, Control, & Coordination

6.1. Horizontal Integration

The Parks and Recreation department coordinates with other city departments to provide emergency housing and feeding of employees if needed, and to supply additional staffing if available. The Department also communicates shelter and mass care information to other departments so that it can be distributed to the community.

6.2. Vertical Integration

Coordinate with local Human Service partners to provide food, shelter, clothing for any and all incidents that impact the Des Moines residents. Continued relationship building with local partners will be key in assuring successful operations.

7. Information Collection, Analysis, & Dissemination

7.1. Information Collection

Parks, Recreation and Senior Services is the Department of People. This department will assess needs of the community after an incident and coordinate provision of life sustaining services such as food, water, shelter and medical care. Information will be collected from the public, from the EOC, and from all other available sources. Gathered information will be relayed to the EOC for analysis and further dissemination.

7.1.1. Essential Elements of Information (EIs)

Parks and Recreation

The City of Des Moines has established Essential Elements of Information for various departments and incidents within the City. These elements are likely to change more often than this plan is updated. As such, the majority of the City's EEs are located in the City of Des Moines EEI document, which is sortable by department and incident and can be updated regularly, without modifying this plan. There are however basic elements that every department should gather upon implementation of this plan:

1. What is the location and nature of the emergency?
2. What department or outside resources are already committed to the emergency?
3. What additional department resources are needed to contain the incident or deal with initial impacts?
4. Do we have sufficient resources to contain the incident or deal with initial impacts? If not, immediately communicate this to the EOC.
5. What is the immediate impact to department employees (injuries, deaths, inability to reach the City, etc.)?
6. What is the immediate impact to department facilities (damage, destruction, loss of utilities, etc.)

Information gathered during this initial phase should be communicated as soon as possible to the EOC, with the exception of resource deficiencies, which should be reported immediately.

7.1.2. Information Analysis

Parks and Recreation Management staff will gather reports from all deployed staff to ensure a full assessment can be presented. If any additional information is required additional resources will be deployed to gather additional information to ensure a full complete analysis. Provision of critical live sustaining services, such as food, water, and shelter, will not be delayed however while this information is gathered and analyzed. Disasters are dynamic and it is unlikely that a full and complete analysis will be possible in the initial days of a large incident.

7.1.3. Information Dissemination

Parks Recreation and Senior Services will ensure community assessment reports are communicated to the EOC with any additional resources needed in order to address the needs of those affected by the emergency. Resources must be clearly noted and identified on the request. Marian staff will continually keep the EOC informed of resources in use and note available resources that can be redeployed to other areas within the City.

8. Responsibilities

Preparedness	Activity/Action	Organization(s) Involved
Preparedness	Networking with local partners to establish relationships with local NGOs.	Activity Center
	Building local mutual aid agreements to be activated in times of emergency.	Field House
	Ensure full time staff are trained in Mass Care, Reunification and Social Services resource availability.	
	Train three staff to ensure Parks, Recreation and Senior Services has trained staff to assist and report to the EOC.	

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Prevention	Critical Task I.D.	Activity/Action	Organization(s) Involved
Planning	1&2	Serve as a member of the Emergency Management Committee to develop emergency response plans and participate in organized exercises.	
	1&2	Develop plans for temporary emergency shelters using city facilities.	Catholic Community Services, Multiservice Center, Churches
Screening, Search and Detection	1	Establish SOP's including training for all Full and Part Time staff for ensuring that all participants at scheduled public events are screened and note actions to be taken to report suspicious activity.	Des Moines Police
	2	Ensure all staff actively participate in event management and report any incidents that are disruptive or seem out of the ordinary.	Des Moines Police
	2	Promote See Something Say Something through all available programs.	Des Moines Police

Protection	Critical Task I.D.	Activity/Action	Organization(s) Involved
Planning	1	Provide training to the public on Emergency Planning in all programs to ensure residents are resilient in an emergency.	
	2	Work with staff to ensure they have a plan in place for their family including proper supplies for staff to report to work in times of emergency.	
Public Information and Warning	1	Ensure all public messaging approved and supported by the PIO is shared across all communication platforms including web site, social media, and voice mail and mass message services.	
Access Control and Identity Verification	1	On board all employees and Volunteers following all Policies and Procedure put in place by the City. Identify main entrances for staff and public.	Human Resources; IT
Cybersecurity	1	Train all staff in cyber security mitigation strategies to ensure they are aware how they can help keep the City information and public information safe on all city platforms to include DASH and City Net.	IT
	2	Report any suspicious activity on Social Media, E-mail, Computer Message boards and cell phones to IT for full investigation and direction.	IT

Mitigation	Critical Task I.D.	Activity/Action	Organization(s) Involved
Public Information and Warning	1	Ensure all public messaging approved and supported by the PIO is shared across all communication	

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Mitigation	Critical Task I.D.	Activity/Action	Organization(s) Involved
		platforms including web site, social media, and voice mail and mass message services.	
Community resilience	1	Offer training virtually and in person to Seniors and local families in Preparedness and Emergency Planning to build capabilities of individuals to care for selves in times of emergency.	Emergency Management
	2	Promote CERT through all programs to encourage preparedness of individuals and families.	Emergency Management

Response	Critical Task I.D.	Activity/Action	Organization(s) Involved
Planning	1	Assess the needs of the community and develop response plans based on available or requested resources.	
Public Information and Warning	1	Ensure all public messaging approved and supported by the PIO is shared across all communication platforms including web site, social media, and voice mail and mass message services.	
	2	Ensure available support resources are communicated to the residents of the community in a way that ensures the majority of the community understand and benefits from the messaging.	
Operational Coordination	1	Work with all available staff to determine resource needs to be communicated to the EOC for resourcing.	
	2	Work across all City Departments to establish response resources for the community to help preserve life.	
Infrastructure Systems	1	Establish an evacuation resources center for all individuals that required evacuation. Help in the reunification efforts of individuals that have been separated during emergency evacuations.	
Critical Transportation	2	The Parks and Recreation Department is responsible for coordinating transportation resources for mass movement of citizens for sheltering and other purposes.	3 City shuttle vans
	2	Make Senior Shuttle vehicle available when requested to include a driver.	
	2	Maintains liaison with essential departments and authorities to ensure cooperative and efficient use of transportation resources.	
	2	Supports traffic control, road closures, and the protection of public property.	
	2	Implement plans to provide limited temporary assistance to people who have access and functional needs, either in their homes or in shelters.	
Fatality Management	1	Establish a designated location for emergency response workers to place and respectfully store the	

Parks and Recreation

Response	Critical Task I.D.	Activity/Action	Organization(s) Involved
		deceased, in coordination with the King County Mass Fatality Plan.	
	2	Set up reunification systems for loved ones to be reunified with their deceased family members.	
Mass Care Services	1	Open and coordinate logistical support of the Senior Center when needed for warming/cooling shelter.	
	2	Ensure that services for survivors are located in an area and set up in a way that is accessible to all including those with access and functional needs.	
	3	Work with local, state, federal and non-governmental organizations to set up family housing for those unable to return to their homes due to an emergency or disaster.	
Mass Search and Rescue	1	Provide emergency feeding and shelter to city staff during disaster operations.	
	2	Coordinate volunteers to help mobilize those that have been rescued and get them to safe and secure locations outside the affected disaster zone.	
	3	Provide a location for regional response services to stay between deployments and receive food, water and shelter.	
Operational Communication	1	Coordinate communication updates to the individuals taking shelter within provided services to ensure all survivors have up to date information as soon as it is available.	
	2	Analyze the best communication method that is utilized by the impacted residents of the area. Use this method to ensure clear communication is provided to all in the emergency area. Understand that best communication methods may vary dependent on the area or areas impacted.	
	3	Develop messaging that can be shared across multiple platforms as soon as they are restored if disconnected during an event. If internet and texting is interrupted, ensure messaging is ready to be pushed out as soon as platforms become available again.	
Public Health Healthcare and EMS	2	Provide human services to the affected population to include first aid and emergency supplies.	
Situational Assessment	1	Provide detailed information to be presented to the policy group to ensure a full and accurate account of what is happening in the disaster area to help drive policy to help the survivors.	
	2	Provide accurate up to date analysis on the situation to ensure all resources can be attained to help support those being impacted by the emergency.	

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Recovery	Critical Task I.D.	Activity/Action	Organization(s) Involved
Public Information and Warning	1	Ensure all public messaging approved and supported by the PIO is shared across all communication platforms including web site, social media, and voice mail and mass message services.	
	2	Communicate all information available to the citizens of Des Moines about possible Public Assistance available for recovery through Local, County, State and Federal channels.	
Operational Coordination	1	Provide needed resource requests and resources excess to the EOC to ensure that needs in other department s can be filled or redeployed.	
	2	Track and utilize resources affectively to ensure recovery goals and objectives are achieved within the given timeline. If additional resources are needed communicate the needs immediately to help ensure achievement or adjustments as required.	
Health and Social Services	1	Provide human services to the affected population to include hydration, feeding, sheltering, temporary housing, evacuee support, reunification, and distribution of emergency supplies	
	2	Work with community leaders to identify those in need due to the emergency. Define goals based on duration and type of support for each individual group requires.	
	3	Work with local hospitals, clinics and health providers to communicate availability of medical services to those in need of medical treatment.	
	4	Partner with local organizations to ensure outreach efforts are organized in a way that will ensure those in need receive the services that are of greatest need first.	
Housing	1	Work in tandem with the Building Officials to assess housing impacted in the disaster area. Work with the EOC on possible solutions to determine the best option for the current situation.	
	2	Provide human services to the affected population to include hydration, feeding, sheltering, temporary housing, evacuee support, reunification, and distribution of emergency supplies.	
	3	Open and coordinate logistical support of the Senior center when needed for public safety rehabilitation easement.	
Natural and Cultural Resources	1	Access and maintain all rerecords on all natural and cultural resources within the city.	
	2	Gather all required information obtained by Community Development during their evaluation of	

Parks and Recreation

Recovery	Critical Task I.D.	Activity/Action	Organization(s) Involved
		Cultural and Natural resources. Ensure all information is at hand to be analyzed completely.	
	3	Work in conjunction with the Community Development Department to review damage assessments of all Natural and Cultural Resources.	
	4	Supply the EOC with a completed report identifying needed resources to preserve natural and culture resources.	

9. Resource Requirements

9.1. Micro-level (EOC/ ECC)

Laptop Computers
 City Assigned cell phones
 City Net
 DASH Platform access
 Access to Web-EOC,
 The appropriate number of staff to manage the operation
 Volunteer management system

9.2. Macro-level (Emergency-wide)

Access to plans relevant to the department and commonly used Parks and Receptions inventory (vehicles, supplies, etc.). Access to special use inventory, such as life-sustaining supplies at evacuation sites.

10. References and Supporting Guidance

- 10.1. City of Des Moines Comprehensive Emergency Management Plan
 City of Des Moines Inclusive Emergency Communications Plan (IECP)
 King County Comprehensive Emergency Management Plan
 King County Regional Disaster Framework
 King County Mass Fatality Plan
 American Red Cross Serving King County Disaster Plan
 Seattle-King County Public Health Medical Needs Shelter Plan
 Stafford Act Section 403. As amended by the PETS Act

11. Terms and Definitions

The terms and definitions included here are specific to this department plan. Please refer to the base plan for a complete list of all terms and definitions that apply to the City of Des Moines CEMP.

Police

1. Purpose

1.1 The role of the Des Moines Police is to serve the community and uphold the law to promote a safe, secure and orderly society. It does this through preserving the peace, protecting life and property, preventing the commission of offenses, detecting and apprehending offenders, and helping those in need of assistance. Regarding Emergency Management, the police control and coordinate functions throughout an emergency or disaster.

Primary Core Capabilities	
Planning	Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives
Public Information & Warning	Deliver coordinated, prompt, reliable, and actionable information to the whole community through the use of clear, consistent, accessible, and culturally and linguistically appropriate methods to effectively relay information regarding any threat or hazard, as well as the actions being taken and the assistance being made available, as appropriate.
Operational Coordination	Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of Core Capabilities.
Intelligence & Information Sharing	Provide timely, accurate, and actionable information resulting from the planning, direction, collection, exploitation, processing, analysis, production, dissemination, evaluation, and feedback of available information concerning physical and cyber threats to the United States, its people, property, or interests; the development, proliferation, or use of WMDs; or any other matter bearing on U.S. national or homeland security by local, state, tribal, territorial, Federal, and other stakeholders. Information sharing is the ability to exchange intelligence, information, data, or knowledge among government or private sector entities, as appropriate.
Interdiction & Disruption	Delay, divert, intercept, halt, apprehend, or secure threats and/or hazards.
Screening, Search, & Detection	Identify, discover, or locate threats and/or hazards through active and passive surveillance and search procedures. This may include the use of systematic examinations and assessments, bio surveillance, sensor technologies, or physical investigation and intelligence.
Forensics & Attribution	Conduct forensic analysis and attribute terrorist acts (including the means and methods of terrorism) to their source, including forensic analysis as well as attribution for an attack and for the preparation for an attack, in an effort to prevent initial or follow-on acts and/or swiftly develop counter options.
Physical Protective Measures	Implement and maintain risk-informed countermeasures and policies protecting people, borders, structures, materials, products, and systems associated with key operational activities and critical infrastructure sectors.
Risk Management for Protection Programs	Identify, assess, and prioritize risks to inform Protection activities, countermeasures, and investments.

Police

On-Scene Security, Protection and Law Enforcement	Ensure a safe and secure environment through law enforcement and related security and protection operations for people and communities located within affected areas and also for response personnel engaged in lifesaving and life-sustaining operations.
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Support Core Capabilities	
Access Control & Identity Verification	Apply and support necessary physical, technological, and cyber measures to control admittance to critical locations and systems.
Cybersecurity	Protect (and, if needed, restore) electronic communications systems, information, and services from damage, unauthorized use, and exploitation.
Supply Chain Integrity & Security	Strengthen the security and resilience of the supply chain.
Community Resilience	Enable the recognition, understanding, communication of, and planning for risk, and empower individuals and communities to make informed risk management decisions necessary to adapt to, withstand, and quickly recover from future incidents.
Infrastructure Systems	Stabilize critical infrastructure functions, minimize health and safety threats, and efficiently restore and revitalize systems and services to support a viable, resilient community.
Critical Transportation	Provide transportation (including infrastructure access and accessible transportation services) for response priority objectives, including the evacuation of people and animals and the delivery of vital response personnel, equipment, and services into the affected areas.
Environmental Response/Health & Safety	Conduct appropriate measures to ensure the protection of the health and safety of the public and workers, as well as the environment, from all hazards in support of responder operations and the affected communities.
Fatality Management Services	Provide fatality management services, including decedent remains recovery and victim identification, and work with local, state, tribal, territorial, insular area, and Federal authorities to provide mortuary processes, temporary storage or permanent internment solutions, sharing information with mass care services for the purpose of reunifying family members and caregivers with missing persons/remains, and providing counseling to the bereaved.
Fire Management & Suppression	Provide structural, wildland, and specialized firefighting capabilities to manage and suppress fires of all types, kinds, and complexities while protecting the lives, property, and environment in the affected area.
Logistics & Supply Chain Management	Deliver essential commodities, equipment, and services in support of impacted communities and survivors, to include emergency power and fuel support, as well as the coordination of access to community staples. Synchronize logistics capabilities and enable the restoration of impacted supply chains.
Mass Search & Rescue Operations	Deliver traditional and atypical search and rescue capabilities, including personnel, services, animals, and assets to survivors in need, with the goal of saving the greatest number of endangered lives in the shortest time possible.

Police

Operational Communications	Ensure the capacity for timely communications in support of security, situational awareness, and operations, by any and all means available, among and between affected communities in the impact area and all response forces.
Public Health, Healthcare, & EMS	Provide lifesaving medical treatment via Emergency Medical Services and related operations, and avoid additional disease and injury by providing targeted public health, medical, and behavioral health support and products to all affected populations.
Situational Assessment	Provide all decision makers with decision-relevant information regarding the nature and extent of the hazard, any cascading effects, and the status of the response.
Natural & Cultural Resources	Protect natural and cultural resources and historic properties through appropriate planning, mitigation, response, and recovery actions to preserve, conserve, rehabilitate, and restore them consistent with post-disaster community priorities and best practices and in compliance with applicable environmental and historic preservation laws and Executive orders.

2. Authorities and Policies

2.1

Local:

- Des Moines Municipal Code Chapter 2.36 - Emergency Management
- Resolution No. 1034 - NIMS Adoption

State:

- Revised Code of Washington 35.33.081 - Emergency Expenditures – Nondebatable Emergencies
- Revised Code of Washington 35.33.101 - Emergency Warrants
- Revised Code of Washington 38.52 - Emergency Management
- Revised Code of Washington 39.34 - Interlocal Cooperation Act
- Revised Code of Washington 42.14 - Continuity of Government Act
- Revised Code of Washington 43.43 - Washington State Patrol – State Fire Services Mobilization Plan
- Revised Code of Washington 49 - Laws Against Discrimination
- Washington Administrative Code 118-04 - Emergency Worker Program
- Washington Administrative Code 118-30 - Local Emergency Management/Services Organizations, Plans and Programs
- Washington Administrative Code 296-62 - General Occupational Health Standards
- Washington Administrative Code 296-843 - Hazardous Waste Operations

Federal:

- Public Law 93-288, The Disaster Relief Act of 1974, as amended by Public Law 100-707, the Robert T. Stafford Disaster Relief and Emergency Assistance Act
- Public Law 81-920, Federal Civil Defense Act of 1950, as amended Public Law 96-342, Improved Civil Defense Act of 1980
- Public Law 99-499, Title III Superfund Amendment and Re-authorization Act of 1986 Homeland Security Presidential Directive (HSPD) 5 – Management of Domestic Incidents
- Homeland Security Presidential Directive (HSPD) 8 – National Preparedness Goal Public Law 107-296, Homeland Security Act of 2002
- 44 CFR Section 205.16, Nondiscrimination

Police

3. Situation Overview

3.1. Emergencies occur regularly within the City and are adequately managed by law enforcement, fire services, and public works departments. Large scale emergencies and disasters however will overwhelm the resources of the Police and other city departments and will require unusual levels of coordination and resource management.

4. Concept of Operations

4.1. Some functions of this Department may include, but are not limited to, the following:

- Save lives and protect the health, safety, and welfare of all constituents including responders and recovery personnel.
- Protect and restore critical infrastructure and key resources
- Conduct law enforcement investigations as required to resolve the incident or emergency.

4.2. Whole Community Involvement

The “Whole Community” approach attempts to engage the full capacity of the public, including individuals, families, households and communities; private and nonprofit sectors; and local, tribal, state and Federal governments. This includes businesses, faith-based and disability organizations, and the general public including people with Access and Functional Needs, people covered under the Americans with Disabilities Act, and people with Limited English Proficiency, and culturally diverse populations. Emergency Management will identify and address the essential needs of children, those with access and functional needs, and the essential needs of household pets and service animals in disaster preparedness and planning.

4.3 Description of Core Capabilities

Core Capability		
Mission Area	Critical Task I.D.	Critical Task
Planning		
Prevention	1	Identify critical objectives during the planning process, provide a complete and integrated picture of the sequence and scope of the tasks to achieve the objectives, and ensure the objectives are implementable within the timeframe contemplated within the plan using available resources for prevention-related plans.
	2	Develop and execute appropriate courses of action in coordination with local, state, tribal, territorial, Federal, and private sector entities in order to prevent an imminent terrorist attack within the United States.
Protection	1	Develop protection plans that identify critical objectives based on planning requirements, provide a complete and integrated picture of the sequence and scope of the tasks to achieve the planning objectives, and implement planning requirements within the timeframe contemplated within the plan using available resources for protection-related plans.
	2	Implement, exercise, and maintain plans to ensure continuity of operations.
Response	1	Develop operational plans that adequately identify critical objectives based on the planning requirement, provide a complete and integrated picture of the sequence and scope of the tasks to achieve the objectives, and are implementable within the timeframe contemplated in the plan using available resources.
Public Information and Warning		
Prevention	1	Share prompt and actionable messages, to include National Terrorism Advisory System alerts, with the public and other stakeholders, as appropriate, to aid in the prevention of

Police

Core Capability		
Mission Area	Critical Task I.D.	Critical Task
		imminent or follow-on terrorist attacks, consistent with the timelines specified by existing processes and protocols.
	2	Provide public awareness information to inform the general public on how to identify and provide terrorism-related information to the appropriate law enforcement authorities, thereby enabling the public to act as a force multiplier in the prevention of imminent or follow-on acts of terrorism.
Protection	1	Use effective and accessible indication and warning systems to communicate significant hazards to involved operators, security officials, and the public (including alerts, detection capabilities, and other necessary and appropriate assets).
Mitigation	1	Communicate appropriate information, in an accessible manner, on the risks faced within a community after the conduct of a risk assessment.
Response	2	Deliver credible and actionable messages to inform ongoing emergency services and the public about protective measures and other life-sustaining actions, and facilitate the transition to recovery.
Recovery	2	Support affected populations and stakeholders with a system that provides appropriate, current information about any continued assistance, steady state resources for long-term impacts, and monitoring programs in an effective and accessible manner.
Operational Coordination		
Prevention	1	Execute operations with functional and integrated communications among appropriate entities to prevent initial or follow-on terrorist attacks within the United States in accordance with established protocols.
Protection	1	Establish and maintain partnership structures among Protection elements to support networking, planning, and coordination.
Mitigation	1	Establish protocols to integrate mitigation data elements in support of operations with local, state, tribal, territorial, and insular area partners and in coordination with Federal agencies.
Response	1	Mobilize all critical resources and establish command, control, and coordination structures within the affected community, in other coordinating bodies in surrounding communities, and across the Nation, and maintain as needed throughout the duration of an incident.
	2	Enhance and maintain command, control, and coordination structures consistent with the National Incident Management System (NIMS) to meet basic human needs, stabilize the incident, and transition to recovery.
Recovery	1	Establish tiered, integrated leadership and inclusive coordinating organizations that operate with a unity of effort and are supported by sufficient assessment and analysis to provide defined structure and decision-making processes for recovery activities.
Intelligence & Information Sharing		
Prevention	1	Anticipate and identify emerging and/or imminent threats through the intelligence cycle.
	2	Share relevant, timely, and actionable information and analysis with local, state, tribal, territorial, Federal, private sector, and international partners and develop and disseminate appropriate classified/unclassified products.
	3	Ensure local, state, tribal, territorial, Federal, and private sector partners possess or have access to a mechanism to submit terrorism-related information and/or suspicious activity reports to law enforcement.

Police

Core Capability		
Mission Area	Critical Task I.D.	Critical Task
Protection	1	Anticipate and identify emerging and/or imminent threats through the intelligence cycle.
	2	Share relevant, timely, and actionable information and analysis with local, state, tribal, territorial, Federal, private sector, and international partners, and develop and disseminate appropriate classified/unclassified products.
	3	Provide local, state, tribal, territorial, Federal, and private sector partners with or access to a mechanism to submit terrorism-related information and/or suspicious activity reports to law enforcement.
Interdiction & Disruption		
Prevention	1	Maximize our ability to interdict specific conveyances, cargo, and persons associated with an imminent terrorist threat or act in the land, air, and maritime domains to prevent entry into the United States or to prevent an incident from occurring in the Nation.
	2	Conduct operations to render safe and dispose of CBRNE hazards in multiple locations and in all environments, consistent with established protocols.
	3	Prevent terrorism financial/material support from reaching its target, consistent with established protocols.
	4	Prevent terrorist acquisition of and the transfer of CBRNE materials, precursors, and related technology, consistent with established protocols.
	5	Conduct tactical counterterrorism operations in multiple locations and in all environments.
Protection	1	Deter, detect, interdict, and protect against domestic and transnational criminal and terrorist activities that threaten the security of the homeland across key operational activities and critical infrastructure sectors.
	2	Intercept the malicious movement and acquisition/transfer of chemical, biological, radiological, nuclear, and explosive (CBRNE) materials and related technologies.
Screening, Search, & Detection		
Prevention	1	Maximize the screening of targeted cargo, conveyances, mail, baggage, and people associated with an imminent terrorist threat or act using technical, non-technical, intrusive, or non-intrusive means.
	2	Initiate operations immediately to locate persons and networks associated with an imminent terrorist threat or act.
	3	Conduct CBRNE search/detection operations in multiple locations and in all environments, consistent with established protocols.
Protection	1	Ensure critical infrastructure sectors and Protection elements have and maintain risk assessment processes to identify and prioritize assets, systems, networks, and functions.
	2	Ensure operational activities and critical infrastructure sectors have and maintain appropriate threat, vulnerability, and consequence tools to identify and assess threats, vulnerabilities, and consequences.
Forensics & Attribution		
Prevention	1	Prioritize physical evidence collection and analysis to assist in preventing initial or follow-on terrorist acts.

Police

Core Capability		
Mission Area	Critical Task I.D.	Critical Task
	2	Prioritize chemical, biological, radiological, nuclear, and explosive (CBRNE) material (bulk and trace) collection and analysis to assist in preventing initial or follow-on terrorist acts.
	3	Prioritize biometric collection and analysis to assist in preventing initial or follow-on terrorist acts.
	4	Prioritize digital media, network exploitation, and cyber technical analysis to assist in preventing initial or follow-on terrorist acts.
Access Control & Identity Verification		
Protection	1	Implement and maintain protocols to verify identity and authorize, grant, or deny physical and cyber access to specific locations, information, and networks.
Cybersecurity Protection		
Protection	2	Implement and maintain procedures to detect malicious activity and to conduct technical and investigative-based countermeasures, mitigations, and operations against malicious actors to counter existing and emerging cyber based threats, consistent with established protocols.
Physical Protective Measures		
Protection	1	Identify, assess, and mitigate vulnerabilities to incidents through the deployment of physical protective measures.
	2	Deploy protective measures commensurate with the risk of an incident and balanced with the complementary aims of enabling commerce and maintaining the civil rights of citizens.
Risk Management for Protection Programs		
Protection	1	Ensure critical infrastructure sectors and Protection elements have and maintain risk assessment processes to identify and prioritize assets, systems, networks, and functions.
	2	Ensure operational activities and critical infrastructure sectors have and maintain appropriate threat, vulnerability, and consequence tools to identify and assess threats, vulnerabilities, and consequences.
Supply Chain Integrity & Security		
Protection	1	Secure and make resilient key nodes, methods of transport between nodes, and materials in transit.
Community Resilience		
Mitigation	2	Empower individuals and communities to make informed decisions to facilitate actions necessary to adapt to, withstand, and quickly recover from future incidents.
Infrastructure Systems		
Response	1	Decrease and stabilize immediate infrastructure threats to the affected population, to include survivors in the heavily damaged zone, nearby communities that may be affected by cascading effects, and mass care support facilities and evacuation processing centers with a focus on life sustainment and congregate care services.
Critical Transportation		
Response	1	Establish physical access through appropriate transportation corridors and deliver required resources to save lives and to meet the needs of disaster survivors.
Environmental Response/Health & Safety		

Police

Core Capability		
Mission Area	Critical Task I.D.	Critical Task
Response	2	Minimize public exposure to environmental hazards through assessment of the hazards and implementation of public protective actions.
Fatality Management Services		
Response	1	Establish and maintain operations to recover a significant number of fatalities over a geographically dispersed area.
Fire Management & Suppression		
Response	3	Ensure the coordinated deployment of appropriate local, regional, national, and international fire management and fire suppression resources to reinforce firefighting efforts and maintain an appropriate level of protection for subsequent fires.
Logistics & Supply Chain Management		
Response	2	Enhance public and private resources and services support for an affected area.
Mass Search & Rescue Operations		
Response	1	Conduct search and rescue operations to locate and rescue persons in distress.
	2	Initiate community-based search and rescue support operations across a wide, geographically dispersed area.
	3	Ensure the synchronized deployment of local, regional, national, and international teams to reinforce ongoing search and rescue efforts and transition to recovery.
On-scene Security, Protection, & Law Enforcement		
Response	1	Establish a safe and secure environment in an affected area.
	2	Provide and maintain on-scene security and meet the protection needs of the affected population over a geographically dispersed area while eliminating or mitigating the risk of further damage to persons, property, and the environment.
Operational Communications		
Response	1	Ensure the capacity to communicate with both the emergency response community and the affected populations and establish interoperable voice and data communications between Federal, tribal, state, and local first responders.
Public Health, Healthcare, & EMS		
Response	1	Complete triage and initial stabilization of casualties, and begin definitive care for those likely to survive their injuries and illnesses.
Situational Assessment		
Response	1	Deliver information sufficient to inform decision making regarding immediate lifesaving and life-sustaining activities, and engage governmental, private, and civic sector resources within and outside of the affected area to meet basic human needs and stabilize the incident.
	2	Deliver enhanced information to reinforce ongoing lifesaving and life-sustaining activities, and engage governmental, private, and civic sector resources within and outside of the affected area to meet basic human needs, stabilize the incident, and transition to recovery.
Natural & Cultural Resources		
Recovery	3	Complete an assessment of affected natural and cultural resources, and develop a timeline for addressing these impacts in a sustainable and resilient manner.

5. Organization

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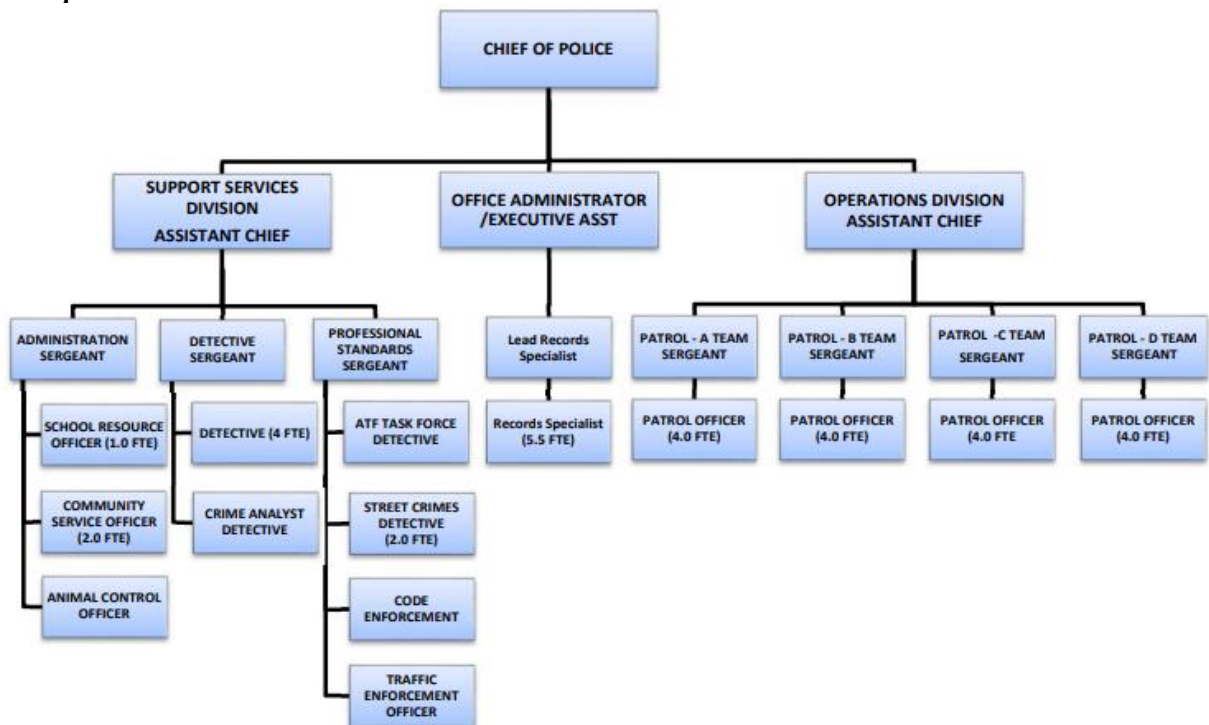
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(Des Moines, WA) CEMP

Police

5.1 The City of Des Moines operates under a Council / City Manager form of government with the City Manager serving as the chief executive. As provided by state law and Des Moines City Municipal Code 2.36 Emergency Management, the City Manager or their designee shall serve as the City's Emergency Management Director. In the absence of the City Manager, the Chief Operating Officer shall serve in this capacity having the same responsibilities and authorities of the City Manager. The City Manager shall appoint a duly qualified Emergency Management Coordinator from among existing City staff..

5.2 Department Structure



6. Direction, Control, & Coordination

6.1. Horizontal Integration

The Des Moines Police Department works closely with South King Fire and Rescue; and Public Works in all emergency situations. Des Moines P.D. is the first on the scene of many emergencies and conducts initial situation assessments and begins the response efforts. The Police department can decide to open the EOC and/or activate Public Works Department Operations Center based on their assessment.

6.2. Vertical Integration

Communication to the EOC is through the Incident Commander or their designee directly to the EOC. The Police department works with South King Fire as Incident Command and rely on the EOC if activated to communicate to the Policy Group and community as needed. The Police department communicates emergency policy decisions to all police department employees.

7. Information Collection, Analysis, & Dissemination

Police

7.1. Information Collection

A number of different types of information may be collected by the police department during a large emergency or disaster. Information may come from 911 center, from other police departments, from the Fusion Center, from private sector security, from the public, and from other city departments and various databases. Depending on the type of incident, some of this information may be sensitive and require special safeguards.

7.1.1. Essential Elements of Information (EIs)

The City of Des Moines has established Essential Elements of Information for various departments and incidents within the City. These elements are likely to change more often than this plan is updated. As such, the majority of the City's EIs are located in the City of Des Moines EEI document, which is sortable by department and incident and can be updated regularly, without modifying this plan. There are however basic elements that every department should gather upon implementation of this plan:

1. What is the location and nature of the emergency?
2. What department or outside resources are already committed to the emergency?
3. What additional department resources are needed to contain the incident or deal with initial impacts?
4. Do we have sufficient resources to contain the incident or deal with initial impacts? If not, immediately communicate this to the EOC.
5. What is the immediate impact to department employees (injuries, deaths, inability to reach the City, etc.)?
6. What is the immediate impact to department facilities (damage, destruction, loss of utilities, etc.)

Information gathered during this initial phase should be communicated as soon as possible to the EOC, with the exception of resource deficiencies, which should be reported immediately.

7.1.2. Information Analysis

The police department will analyze all information that is available to it during an emergency or disaster, particularly as it relates to life safety or possible criminal activity (including terrorism). Analyzed information will be provided to the EOC. Depending on the type of information and incident, the police department may have to provide a commissioned law enforcement officer in the situation awareness unit of the EOC to receive, analyze, and disseminate sensitive information to parties who "need to know".

7.1.3. Information Dissemination

Information designated for public release will be coordinated through the PIO and/or EOC. Sensitive information intended for internal use will be appropriately safeguarded and only shared with those who have a legitimate need to know. The law enforcement liaison in the EOC may be tasked with determining who "needs to know" based on the stipulations of the original information provider (such as the Fusion Center, other law enforcement agencies, etc.).

8. Responsibilities

Preparedness	Activity/Action	Organization(s) Involved
Preparedness	The police department will participate in all required training. They will follow the City, county, and state requirements regarding	

Police

Preparedness	Activity/Action		Organization(s) Involved
	ongoing training and certification related to emergency management.		

Prevention	Critical Task I.D.	Activity/Action	Organization(s) Involved
Planning	1	Serve as a member of the Emergency Management Committee and participate in planning activities.	
	2	Lead training activities for first responders and emergency management personnel.	
	1	Serve as the city liaison to the county and/or state fusion center.	
	2	Provide intelligence information to city agencies as appropriate.	
Public Information and Warning	1	Serve as back-up to the city clerk for assigned PIO duties.	
	2	Utilize PD specific information sharing systems to assist with public information, alerts, and warnings.	
Operational Coordination	1	Maintain relationships with South King Fire, Port of Seattle, FAA and other partners and neighboring jurisdictions to ensure cooperation during an incident.	
Intelligence & Information Sharing	1	Provide & receive information to/from the Fusion Center.	
	2	Route information provided by the Fusion Center to end users as appropriate.	
	3	Maintain a reporting site on all web pages as well as a published non-emergency number that enables the community to make reports of suspicious activity.	
Interdiction & Disruption	1	Utilize actionable intel to coordinate with law enforcement partners to contact persons of interest.	
	2	Maintain policies and procedures that are reviewed and updated annually in the proper disposal of CBRNE hazards.	
	3	Coordinate target hardening when possible.	
	4 & 5	Ensure Department attends Counter Terrorism training as available.	
Screening, Search & Detection	1	Provide officers and/or contractors for searching/screening when necessary.	
	2	Utilize P.D. information systems to identify individuals of interest as appropriate.	
	3	Coordinate with area K-9 units depending upon needs.	
Forensics & Attribution	1, 2, 3, 4	Utilize officers/detectives/evidence technicians to collect evidence.	
	1, 2, 3, 4	Package & store evidence within existing systems.	
	1, 2, 3, 4	Route evidence to crime laboratory.	
	1, 2, 3, 4	Write, compile & route all reports to prosecutors.	

Police

Protection	Critical Task I.D.	Activity/Action	Organization(s) Involved
Planning	2	Lead training activities for first responders, emergency management personnel and city staff.	
		Serve as the city liaison to the county and/or state fusion center.	
	1	Serve as a member of the Emergency Management Committee and participate in planning activities.	
Public Information & Warning	1	Serve as back-up to the city clerk for assigned PIO duties.	
		Utilize P.D. specific information sharing systems to assist with public information, alerts, and warnings.	
Operational Coordination	1	Coordinate security for the city EOC and critical infrastructure.	
		Provide staffing for City EOC.	
		Liaison with other law enforcement agencies.	
Intelligence & Information Sharing	2	Provide & receive information to/from the fusion center.	
	3	Route information to end users as appropriate.	
	1	Network with whole community to identify emerging and/or imminent threats through the intelligence cycle.	
Interdiction & Disruption	1	Utilize actionable intel to coordinate with law enforcement partners to contact persons of interest.	
	2	Coordinate target hardening when possible, using Crime Prevention thru Environmental Design (CPTED).	
Screening, Search & Detection	1	Utilize P.D. information systems to identify individuals as appropriate.	
	1	Provide officers and/or contractors for searching/screening.	
	1	Coordinate with area K-9 units depending upon need.	
Access Control & Identity Verification	1	Establish procedures for identity verification and access control.	
		Coordinate with other city departments to provide physical barriers.	
		Use mobile AFIS scanner as allowed by law.	
Cyber Security	1	Conduct investigative countermeasures in order to preserve evidence for possible prosecution.	

Police

Protection	Critical Task I.D.	Activity/Action	Organization(s) Involved
		Assist I.T. as required.	
		Serve as liaison to local/state/federal law enforcement agencies, fusion center, and other organizations that may provide sensitive information related to cybersecurity issues.	
Physical Protective Measures	1	Develop plans for physical barriers for critical infrastructure within the City of Des Moines. Coordinate with private organizations which have been identified as having critical infrastructure. Assist with road closures and detours identified as necessary to protect infrastructure.	
Risk Management for Protection Programs	1	Ensure all infrastructure partners are included in protection training.	
	2	When analyzing Fusion Center reports ensure all risk elements are indemnified and shared with infrastructure partners.	
Supply Chain Integrity & Security	1	Provide convoy and route security as requested. Coordinate with private companies and other agencies for security of critical supplies.	

Mitigation	Critical Task I.D.	Activity/Action	Organization(s) Involved
Public Information & Warning	1	Train PD PIO to serve as a back-up to the city clerk for PIO duties at the EOC. Create standardized P.D. specific messaging to assist with public information, alerts, and warnings.	
Operational Coordination	1	Pre-assign officers as security for the city EOC and critical infrastructure sites. Liaison with other law enforcement agencies.	
Community Resilience	2	Assist with community mitigation training to include CERT, active shooter training, and self-defense.	

Response	Critical Task I.D.	Activity/Action	Organization(s) Involved
Planning	1	Analyze information to identify trends and determine courses of action for responding to hazards.	

Police

Response	Critical Task I.D.	Activity/Action	Organization(s) Involved
		Plan for response strategies and resource requirements.	
Public Information and Warning	2	Provide support to the PIO in the dissemination of emergency warning information to the public. Use the ACCESS for dissemination of warning and notification information to local jurisdictions.	
Operational Coordination	1	Coordinate security for the city EOC and critical infrastructure. Provide staffing for City EOC. Liaison with other law enforcement agencies.	
	2	Ensure all P.D. responders are trained in ICS as required by NIMS.	
Infrastructure Systems	1	Assist with the assessment of critical infrastructure. Provide drones and pilots to assist with assessments.	
Critical Transportation	1	Assist with transportation of key elected officials to ensure continuity of government. Assist with transportation of key city leadership for EOC operations.	
Environmental Response/Health & Safety	2	Assist Public Works to secure the scene of the incident to ensure only response personnel have access.	
Fatality Management Services	1	Coordinate with King County Medical Examiner's Office and Seattle/King County Department of Health.	
Fire Management & Suppression	3	Coordinate with South King Fire & Rescue.	
Logistics & Supply Chain Management	2	Provide convoy and route security as requested Coordinate with private companies and other agencies for security of critical supplies.	
Mass Search & Rescue Operations	1, 3	Assist South King Fire & Rescue at rescue scenes Provide drones and pilots to assist with aerial searches.	
	2	Work with outside agency provided staff on search and rescue. Help with transportation and situational updates to the field and EOC.	
On Scene Security Protection and Law Enforcement	1	Provide Law Enforcement services within the City Provide and arrange for transportation of key personnel when other transportation options are not safe and available.	

Police

Response	Critical Task I.D.	Activity/Action	Organization(s) Involved
	2	Assist Fire with command and control of search and rescue operations of missing people. Coordinate with other local, state and federal law enforcement agencies to support essential law enforcement operations.	
Operational Communications	1	Provide equipment and staff to assist with communications. Utilize backup radio equipment to ensure communications is maintained with field personnel.	
Public Health, Healthcare and EMS	1	Provide emergency first aid as required. Coordinate with South King Fire and Rescue.	
Situational Assessment	2	Assess and determine road clearance operations and traffic control during an incident.	
	1	Assist with windshield survey activities with Community Development as needed to gather information.	

Recovery	Critical Task I.D.	Activity/Action	Organization(s) Involved
Public Information and Warning	2	Provide support to the PIO in the dissemination of emergency warning information to the public. Use ACCESS for dissemination of warning and notification information to local jurisdictions.	
Operational Coordination	1	Secure medical and other operational sites as appropriate. Provide drone services as requested.	
Natural & Cultural Resources	3	Assist state agencies as required to protect natural and cultural resources.	

9. Resource Requirements

9.1. Micro-level (EOC/ECC)

Assign staffing to the EOC as requested to assist with communications between the EOC Manager and Incident Command.

9.2. Macro-level (Emergency-wide)

Utilize external partners as needed to assist with response efforts.

Valley Com

South King Fire and Rescue

Fusion Center

Police

King County Sheriffs
Washington State Patron

10. References and Supporting Guidance

- Des Moines Comprehensive Emergency Management Plan
- King County Comprehensive Emergency Management Plan
- King County Regional Disaster Plan
- Mutual Aid Agreements
- Legal Mandates
- City of Des Moines Continuity of Operations Plan (to be developed)

11. Terms and Definitions

The terms and definitions included here are specific to this department plan. Please refer to the base plan for a complete list of all terms and definitions that apply to the City of Des Moines CEMP.

CBRNE: Chemical, Biological, Radiological, Nuclear, and high yield explosives. These types of weapons have the ability to create mass casualties and disruption of society.

CPTED: Crime Prevention through Environmental Design is a multi-disciplinary approach of crime prevention that uses urban and architectural design and the management of built and natural environments. These strategies aim to reduce victimization and deter offender decisions that precede criminal acts.

Public Works and Engineering

1. Purpose

- 1.1. To coordinate and organize public works and engineering activities and resources of the City of Des Moines for the delivery of services, technical assistance and expertise, construction management, and other support in response to an emergency or disaster.

Primary Core Capabilities	
Supply Chain Integrity and Security	Strengthen the security and resilience of the supply chain.
Operational Coordination	Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of Core Capabilities.
Long-term Vulnerability Reduction	Build and sustain resilient systems, communities, and critical infrastructure, and key resources lifelines to reduce their vulnerability to natural, changing climate conditions, increasing reliance upon information technology, and expanding infrastructure base.
Infrastructure Systems	Stabilize critical infrastructure functions minimize health and safety threats, and efficiently restore and revitalize systems and services to support a viable, resilient community.
Critical Transportation	Provide transportation (including infrastructure access and accessible transportation services) for response priority objectives, including the evacuation of people and animals and the delivery of vital response personnel, equipment, and services into the affected areas.

Support Core Capabilities	
Physical Protective Measures	Implement and maintain risk-informed countermeasures and policies protecting people, borders, structures, materials, products, and systems associated with key operational activities and critical infrastructure sectors.
Planning	Conduct a systemic process engaging the whole community as appropriate in the development of executable strategic, operational and/or tactical-level approaches to meet the defined objectives.
Risk and Disaster Reliance Assessment	Assess risk and disaster resilience so that decision-makers, responders, and community members can take informed action to reduce their entity's risk and increase its resilience.
Threat and Hazard Identification	Identify the threats and hazards that occur in the geographic area, determine the frequency and magnitude, and incorporate this into analysis and planning processes so as to clearly understand the needs of a community or entity.
Public Information and Warning	Deliver coordinated, prompt, reliable, and actionable information to the whole community through the use of clear, consistent, accessible, and culturally and linguistically appropriate methods to effectively relay information regarding any threat or hazard, as well as the actions being taken and the assistance being made available, as appropriate.
Mass Search and Rescue Operations	Deliver traditional and atypical search and rescue capabilities, including personnel, services, animals, and assets to survivors in need, with the goal of saving the greatest number of endangered lives in the shortest time possible.

Public Works and Engineering

On Scene Security Protection and Law enforcement	Ensure a safe and secure environment through law enforcement and related security and protection operations for people and communities located within affected areas and also for response personnel engaged in life-saving and life-sustaining operations.
Situational Assessment	Provide all decision-makers with decision-relevant information regarding the nature and extent of the hazard, any cascading effects, and the status of the response.
Economic Recovery	Return economic and business activities (including food and agriculture) to a healthy state and develop new business and employment opportunities that result in an economically viable community.

2. Authorities and Policies

- 2.1. Des Moines Municipal Code Chapter 2.36- Emergency Management
 Resolution No. 1034- NIMS Adoption
 Revised Code of Washington 38.52- Emergency Management
 Washington Administration Codes (WAC) 118-30 and 296 62-312

3. Situation Overview

3.1 Public Works has an essential role in all phases of emergency management and provides a considerable share of the combined effort. Staffing during an emergency event is situational, with the participation of various persons and agencies shifting according to specific needs. For instance, in natural events (floods, tornadoes, earthquakes, etc.), involvement tends to increase for Public Works, particularly in the areas of response and recovery.

4. Concept of Operations

4.1. Most large emergencies and disasters require direct response from Public Works, with many of them being almost exclusively Public Works issues. Public Works has a significant role in mitigation by providing much of the required engineering and technical expertise. It also plans, constructs and operates most of the community's protective and lifeline facilities in which all community activity and health depend:

- Transportation - streets, highways, bridges, airports, terminals, harbors
- Utility systems - water, sewer, electric, gas, etc.
- Drainage and flood control systems
- Communication facilities - telephone, cable television, etc. Whether public or privately owned, these all are most often located on public rights-of-way or on public property, and Public Works must concern itself about the condition and continued operation of such critical facilities regardless of ownership.

4.1.1. Description of Core Capabilities

Core Capability		
Mission Area	Critical Task I.D.	Critical Task
Supply Chain Integrity and Security		
Protection	1	Secure and make resilient key nodes, methods of transport between nodes, and materials in transit.
Operational Coordination		

Public Works and Engineering

Core Capability		
Mission Area	Critical Task I.D.	Critical Task
Mitigation	1	Establish protocols to integrate mitigation data elements in support of operations with local, state, tribal, territorial, and insular area partners and in coordination with Federal agencies.
Response	1	Enhance and maintain command, control, and coordination structures consistent with the National Incident Management System (NIMS) to meet basic human needs, stabilize the incident, and transition to recovery.
Recovery	1	Establish tiered, integrated leadership and inclusive coordinating organizations that operate with a unity of effort and are supported by sufficient assessment and analysis to provide defined structure and decision-making processes for recovery activities
	2	Define the path and timeline for recovery leadership to achieve the jurisdiction's objectives that effectively coordinate and uses appropriate local, state, tribal, territorial, insular area, and Federal assistance, as well as non-governmental and private sector resources. This plan is to be implemented within the established timeline.
Long-term Vulnerability		
Mitigation	1	Achieve a measurable decrease in the long-term vulnerability of the Nation against current baselines amid a growing population base, changing climate conditions, increasing reliance upon information technology, and expanding infrastructure base.
Infrastructure Systems		
Response	1	Decrease and stabilize immediate infrastructure threats to the affected population, including survivors in the heavily damaged zone, nearby communities that may be affected by cascading effects, and mass care support facilities and evacuation processing centers with a focus on life sustainment and congregate care services.
	2	Re-establish critical infrastructure within the affected areas to support on-going emergency response operations, life sustainment, community functionality, and a transition to recovery.
	3	Provide for the clearance, removal, and disposal of debris.
	4	Formalize partnerships with governmental and private sector cyber incident or emergency response teams to accept, triage, and collaboratively respond to cascading impacts in an efficient manner.
Recovery	1	Restore and sustain essential services (public and private) to maintain community functionality.
	2	Develop a plan with a specified timeline for redeveloping community infrastructures to contribute to resiliency, accessibility, and sustainability.
	3	Provide systems that meet the community needs while minimizing service disruption during restoration within the specified timeline in the recovery plan.
Critical Transportation		
Response	1	Establish physical access through appropriate transportation corridors and deliver required resources to save lives and to meet the needs of disaster survivors.
	2	Ensure basic human needs are met, stabilize the incident, transition into recovery for an affected area, and restore basic services and community functionality.
	3	Clear debris from any route type (i.e., road, rail, airfield, port facility, waterway) to facilitate response operations.

Public Works and Engineering

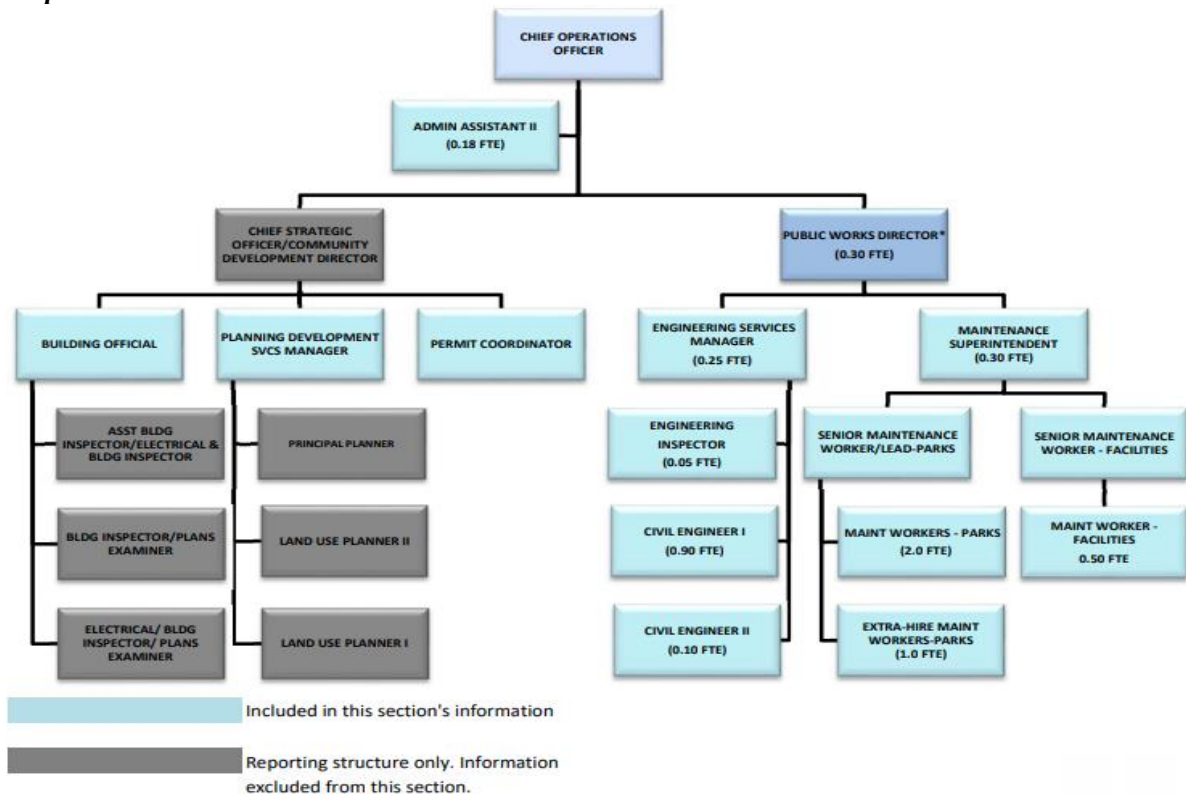
Core Capability		
Mission Area	Critical Task I.D.	Critical Task
Physical Protective Measures		
Protection	2	Deploy protective measures commensurate with the risk of an incident and balanced with the complementary aims of enabling commerce and maintaining the civil rights of citizens.
Planning		
Mitigation	1	Develop approved hazard mitigation plans that address relevant threats/hazards in accordance with the results of their risk assessment within all local, state, tribal, territorial, and Federal partners.
Response	1	Develop operational plans that adequately identify critical objectives based on the planning requirement, provide a complete and integrated picture of the sequence and scope of the tasks to achieve the objectives, and are implementable within the timeframe contemplated in the plan using available resources.
Risk and Disaster Reliance Assessment		
Mitigation	1	Ensure that local, state, tribal, territorial, and insular area governments and the top 100 Metropolitan Statistical Areas complete a risk assessment that defines localized vulnerabilities and consequences associated with potential natural, technological, and human-caused threats and hazards to their natural, human, physical, cyber, and socioeconomic interests.
Threat and Hazard Identification		
Mitigation	1	Identify the threats and hazards within and across local, state, tribal, territorial, and insular area governments and the top 100 Metropolitan Statistical Areas, in collaboration with the whole community, against a national standard based on sound science.
Public Information and Warning		
Response	2	Deliver credible and actionable messages to inform ongoing emergency services and the public about protective measures and other life-sustaining actions, and facilitate the transition to recovery.
Mass Search and Rescue Operations		
Response	3	Ensure the synchronized deployment of local, regional, national, and international teams to reinforce on-going search and rescue efforts and transition to recover.
On Scene Security Protection and Law Enforcement		
Response	1	Establish a safe and secure environment in an affected area.
Situational Assessment		
Response	1	Deliver information sufficient to inform decision-making regarding immediate life-saving and life-sustaining activities, and engage governmental, private, and civic sector resources within and outside of the affected area to meet basic human needs and stabilize the incident.
	2	Deliver enhanced information to reinforce on-going life-saving and life-sustaining activities, and engage governmental, private, and civic sector resources within and outside of the affected area to meet basic human needs, stabilize the incident, and transition to recovery.
Economic Recovery		
Recovery	1	Conduct a preliminary assessment of economic issues and identify potential inhibitors to fostering stabilization of the affected communities.

Public Works and Engineering

5. Organization

5.1. The City of Des Moines operates under a Council / City Manager form of government with the City Manager serving as the chief executive. As provided by state law and Des Moines City Municipal Code 2.36 Emergency Management, the City Manager or their designee shall serve as the City's Emergency Management Director. In the absence of the City Manager, the Chief Operating Officer shall serve in this capacity having the same responsibilities and authorities of the City Manager. The City Manager shall appoint a duly qualified Emergency Management Coordinator from among existing City staff.

5.2. Department Structure



6. Direction, Control, & Coordination

6.1. Horizontal Integration

Public Works coordinates with all City departments, as well as South King Fire and Rescue, to accomplish life safety missions during emergencies and disasters. Post-disaster, Public Works coordinates with those departments to help return the City of a state of normal operations.

6.2. Vertical Integration

Public Works is central to most incidents facing the city. They operate and maintain all city owned equipment and have access to a significant amount of city resources, requiring them to manage equipment needs for other departments and coordinate those needs through the EOC or the City Manager.

7. Information Collection, Analysis, & Dissemination

Public Works and Engineering

7.1. Information Collection

7.1.1. Essential Elements of Information (EEl)s

The City of Des Moines has establishing Essential Elements of Information for various departments and incidents within the City. These elements are likely to change more often than this plan is updated. As such, the majority of the City's EEl's are located in the City of Des Moines EEI document, which is sortable by department and incident and can be updated regularly, without modifying this plan. There are however basic elements that every department should gather upon implementation of this plan:

1. What is the location and nature of the emergency?
2. What department or outside resources are already committed to the emergency?
3. What additional department resources are needed to contain the incident or deal with initial impacts?
4. Do we have sufficient resources to contain the incident or deal with initial impacts? If not, immediately communicate this to the EOC.
5. What is the immediate impact to department employees (injuries, deaths, inability to reach the City, etc.)?
6. What is the immediate impact to department facilities (damage, destruction, loss of utilities, etc.)

Information gathered during this initial phase should be communicated as soon as possible to the EOC, with the exception of resource deficiencies, which should be reported immediately.

7.1.2. Information Analysis

Analyze incoming information to determine courses of action for response and recovery activities. Participate in hotwash in order to create after action reports.

7.1.3. Information Dissemination

Ensure that all staff responding to an incident receive the goals and objectives defined by the incident commander. Ensure that field staff understand the need to report information to the department operations center or the EOC and have the ability to do so. Ensure that information passed down from the EOC or Policy group gets to appropriate field staff members. Coordinate public information needs with the PIO and the EOC.

8. Responsibilities

Preparedness	Activity/Action	Organization(s) Involved
Preparedness	Participate in on-going training required.	

Prevention	Critical Task I.D.	Activity/Action	Organization(s) Involved
		No tasks in this mission area.	

Public Works and Engineering

Protection	Critical Task I.D.	Activity/Action	Organization(s) Involved
Physical Protective Measures	1	Following the completion of a risk and vulnerability assessment, review and update physical security plans including critical infrastructure facilities to incorporate new information from the assessment.	Puget Sound Power Midway Sewer King County Water district #4 Highline Water district Lakehaven Utility
Supply Chain Integrity and Security	1	Annually engage with partner organizations involved in incident management to promote awareness of threats, dependencies, vulnerabilities, and strategies to support the restoration of supply chains needed to support public works.	Puget Sound Power Midway Sewer King County Water district #4 Highline Water district Lakehaven Utility

Mitigation	Critical Task I.D.	Activity/Action	Organization(s) Involved
Planning	1	Engage in an annual review and update of all emergency operation plans that define the roles and responsibilities of Public Works and partner organizations involved in incident management across jurisdictions affected and the scope of tasks needed to prevent, protect, mitigate, respond to, and recover from events.	Puget Sound Power Midway Sewer King County Water district #4 Highline Water district Lakehaven Utility
Operational Coordination	1	Establish and maintain a unified and coordinated structure and process with partner organizations involved in incident management and ensure it can be maintained for the time needed to resolve the incident.	Puget Sound Power Midway Sewer King County Water district #4 Highline Water district Lakehaven Utility
Long-term Vulnerability Reduction	1	Hire and train staff that can provide construction, engineering, and project management expertise and support for temporary housing and sheltering that ensures accessibility for those with access and functional needs.	
	2	Inspects mass care shelter sites to ensure suitability and accessibility of facilities to safely shelter survivors.	
Risk and Disaster Resilience	1	Create models that demonstrate the impacts of threat and hazard scenarios identified and incorporate those into planning efforts.	
Threats and Hazards Identification	1	Participate in annual planning efforts, engaging with city departments and partner organizations to assess realistic threats and hazards that could significantly impact the City's facilities and critical infrastructure.	

Public Works and Engineering

Response	Critical Task I.D.	Activity/Action	Organization(s) Involved
Planning	1	Develop emergency operation plans in support of city-wide emergencies and disasters.	
Public Information and Warning	1	Deploy and program variable message boards as directed by incident command or the EOC and PIO.	
	2	Deploy physical barriers and road signage as a warning to the public approaching an incident.	
Infrastructure Systems	1	Appoint an Incident Commander or public works branch director in the ICS Structure for the purpose of directing Public Works activities in the field. Appoint a Public Works technical specialist to the EOC when requested, for the purpose of prioritizing, coordinating, and explaining public works activities within the EOC. Coordinate and compile initial damage assessment information and reports and provide to the EOC. Provide for damage assessment, emergency repairs for City owned vehicles, field communications equipment, department-managed facilities, and coordination of transportation facilities restoration.	
	4	Gather rapid visual assessments made by public safety personnel, as they navigate through areas damaged because of a disaster or catastrophe. These assessments are made within the first hours after the disaster and when the activity is considered safe.	
	1	Coordinate supplies of sandbags and sand, and make deliveries as requested by City EOC.	
	3	Manage, monitor, and/or provide technical advice in the clearance, removal, and disposal of debris from public property and the reestablishment of ground and water routes into impacted areas.	
	2	Arrange for construction of temporary shelter facilities, including accessible shelters in the affected area, as required.	
	1	Coordinate the assessment of transportation routes, identification of alternate routes; and location of temporary traffic control measures/devices and operational control of traffic signals.	
	3	Coordinate debris removal, traffic control, road closures and protection of public property. Conduct emergency debris clearance from roads to facilitate response operations.	
Critical Transportation			

Public Works and Engineering

Response	Critical Task I.D.	Activity/Action	Organization(s) Involved
	1&2	Provide coordination, response, and technical assistance to affect the rapid stabilization and reestablishment of critical waterways, channels, and ports, to include vessel removal, significant marine debris removal, emergency dredging, and hydrographic surveys.	
	3	Coordinate and compile initial damage assessment information and reports. Oversee the collection, segregation, and transportation to an appropriate staging or disposal site(s) hazardous materials that are incidental to building demolition debris, such as household hazardous waste and oil and gas from small, motorized equipment; removes and disposes of Freon from appliances; and removes, recycles, and disposes of electronic goods.	
Mass Search and Rescue Operations	2	Provide construction and emergency equipment, supplies and personnel for response and recovery activities.	
	2	Assist with temporary housing needs.	
	2	Manage debris removal to uncover human remains, Oversee construction of temporary structures to serve as a morgue.	
On-scene security, protection, and law enforcement	1	Support the establishment of a safe and secure environment in an affected area.	
Situational Assessment	1	Support and deliver information sufficient to Public Works that inform decision making at the EOC regarding immediate life-saving and life-sustaining activities, and engage governmental, private, and civic sector resources within and outside of the affected area to meet basic human needs and stabilize the incident.	

Recovery	Critical Task I.D.	Activity/Action	Organization(s) Involved
Operational Coordination	1	Ensure recovery goals and objectives are clearly communicated to teams responsible for executing desired outcomes.	
	2	Communicate recovery timelines daily to teams responsible for achieving goals and objectives.	
Infrastructure systems	2	Conduct post-incident assessments of public works and infrastructure.	
	1	Work with partners to restore and sustain public and private services to maintain community functionality.	

Public Works and Engineering

Recovery	Critical Task I.D.	Activity/Action	Organization(s) Involved
	3	Work internally and with partners to restore services in a timely manner.	
Economic Recovery	2	Support the return of the affected area's economy within the specified timeframe in the recovery plan.	

9. Resource Requirements

9.1. Micro-level (EOC)

Access to WebEOC, and any communication tools needed to participate in the EOC and incident command of the event. Have the necessary resources to address any and all public works needs to resolve the incident. including equipment, radios, vehicles, and personnel.

9.2. Macro-level (Emergency-wide)

Access to commonly used Public Works inventory (vehicles, supplies, etc). Access to special use inventory, such as sand, sandbags, salt, and snowplow blades.

10. References and Supporting Guidance

Des Moines Comprehensive Emergency Management Plan
 City of Des Moines Inclusive Emergency Communications Plan (IECP)
 King County Comprehensive Emergency Management Plan
 American Red Cross Serving King County Disaster Plan
 Seattle-King County Public Health Medical Needs Shelter Plan
 Stafford Act Section 403. As amended by the PETS Act

11. Terms and Definitions

The terms and definitions included here are specific to this department plan. Please refer to the base plan for a complete list of all terms and definitions that apply to the City of Des Moines CEMP.

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Attachment #3

**STATE OF WASHINGTON
MILITARY DEPARTMENT
EMERGENCY MANAGEMENT DIVISION**

***MS: TA-20; Building 20
Camp Murray, Washington 98430-5122
Phone: (253) 512-7000 ■ FAX: (253) 512-7200
Website: <http://www.mil.wa.gov>***

April 13, 2022

Shannon Kirchberg
Emergency Preparedness Manager
21630 11th avenue South, Suite A,
Des Moines, WA 98108

Re: Des Moines Comprehensive Emergency Management Plan

Dear Manager Kirchberg:

Thank you for submitting your Comprehensive Emergency Management Plan (CEMP) for our review as required under Title 38.52.070 RCW. Congratulations on completing this significant endeavor. Your CEMP demonstrated significant development.

The enclosed documents provide a compilation of recommendations for your next planning and review cycle. Addressing the lawful requirements category will ensure your CEMP's continued consistency with the State CEMP and incorporate industry best practices. The Washington Emergency Management Division (EMD) looks forward to receiving your CEMP again in five years.

To better incorporate the use of core capabilities while also making the CEMP a more operational document, CEMP development has drastically changed in Washington. Should you need additional information and assistance, please contact EMD's Planning Section at, EMDCEMPREVIEW@mil.wa.gov.

Sincerely,

Sharon Wallace

Digitally signed by Sharon
Wallace
Date: 2022.04.18 14:43:40 -07'00'

On behalf of,
Robert Ezelle
Director

Enclosures (2)

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Contract for Senior Services

FOR AGENDA OF: June 9, 2022

ATTACHMENTS:

1. Professional Services Contract between the City and Wesley

DEPT. OF ORIGIN: Parks, Recreation and Senior Services

DATE SUBMITTED: June 1, 2022

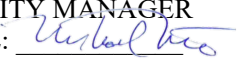
CLEARANCES:

- ☐ Community Development _____
- ☐ Marina _____
- ☒ Parks, Recreation & Senior Services _____
- ☒ Public Works _____

CHIEF OPERATIONS OFFICER: _____

- ☒ Legal /s/ TG _____
- ☒ Finance _____
- ☐ Courts _____
- ☐ Police _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to seek City Council authorization to renew the Contract for Professional Services between the City of Des Moines and Wesley for the management and provision of Senior Services staffing at the Des Moines Senior Activity Center.

Suggested Motion

Motion: "I move to approve the Professional Services Contract with Wesley for the provision of Senior Services, and authorize the City Manager to sign the Agreement substantially in the form as submitted."

Background:

In 2018, the Council approved a Pilot Project of contracting for senior services staffing and management through Wesley for our Senior Activity Center. This was undertaken after research into neighboring cities and organizations, and the acknowledgement that services could be more efficient and beneficial

to seniors if better coordinated with our local organizations who specialize in senior services support and resources. This approach is exemplified by our ongoing relationships with other service providers, for example Catholic Social Services.

The Des Moines Activity Center (DMAC) has been a fundamental space for gathering and activities in the City of Des Moines. Wesley has been a community partner for decades, and has a long standing history of providing quality services and programs for seniors. The decision to contract with Wesley has been very successful.

Discussion:

We've sustained a mutually positive relationship with Wesley, and are able to provide seniors services and support. Staffing and food backup for absences and emergencies, special events and access to additional resources have been advantages of the contract with Wesley. With the pandemic, and in person activities halting – we were able to plug seniors into a wide array of virtual activities and education through Wesley U.

The City's DMAC remains committed to providing excellent service for our seniors. DMAC continues providing on-going hot take-out lunch service and other outreach activities, as well as small group activities. The pandemic has been unprecedented, regardless we remain committed to our seniors and are resuming more in-person programming each day.

The contract (Attachment 1) provides for continued staffing and management of the City's DMAC. Wesley will continue to provide a staff member, our Senior Services Manager, to manage DMAC while the City will continue to provide other necessary resources. This contract will also bring back the secondary position, Senior Services Engagement Coordinator, as this is needed—with programming resuming, lunch service being indoor with full access, and trips and outings being planned for the near future.

As we establish what the “new normal” will look like, we appreciate this partnership and everyone's willingness to work together to serve seniors in our area.

Alternatives:

Reject the contract. This would cause a disruption to services and discard the partnership advantages, as well as take time. (Not recommended).

Financial Impact:

The contract with Wesley has been annually included in the City budget.

Recommendation:

Staff recommends approval of the Contract with Wesley.

**CONTRACT FOR PROVIDING
PROFESSIONAL MANAGEMENT SERVICES
Between
THE CITY OF DES MOINES
and
WESLEY**

THIS CONTRACT is made and entered into between the CITY OF DES MOINES, a Washington Municipal Corporation (“the City”) and WESLEY, a 501(c)(3) not-for-profit organization (“Wesley” or “Contractor”).

WHEREAS, the Des Moines Senior Activity Center, located at 2045 South 216th Street is owned by the City, and has been successfully managed by Wesley for the last four years to provide programs that enhance the experience of being an older adult and are focused on meeting the goals of successful aging; and

WHEREAS, such programs and services include coordinated meal services, scheduled outings, and on site activities at the Senior Center including positive and useful medical classes and clinics which have benefitted seniors in attendance; and

WHEREAS, Wesley, is an organization, located in Des Moines, that has provided retirement communities and a network of services offering a continuum of care in the community for many years; and

WHEREAS, Wesley’s vision is to build a network of services providing a continuum of care for older adults; and

WHEREAS, the coordination of efforts between the City and Wesley has positively impacted the quality and availability of Senior Services in Des Moines and Normandy Park; and

WHEREAS, the City and Wesley would like to continue this partnership in order to allow Wesley to oversee and manage the day to day operations at the Senior Center; and

WHEREAS, this agreement between the City of Des Moines and Wesley is made in furtherance of these mutual goals to benefit the Senior Community;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, to be kept, performed, and fulfilled by the parties, and other good and valuable consideration, it is mutually agreed as follows:

1. Senior Center Services.

- a. The City does hereby engage Wesley and Wesley does hereby accept the engagement by the City to continue to oversee and manage the day to day operations at the Senior Center.
- b. Wesley shall provide professional programming, oversight, supervision, and management

Management Services Contract
Senior Services and Activity Center

of the Des Moines Senior Activity Center and its associated programs located at 2045 South 216th Street, and in connection therewith Wesley shall provide the services generally described in Exhibit A hereto (the "Senior Center Services").

- c. In performing said work, Wesley shall provide a staff person to manage the day-to-day operations at the Senior Activity Center, and to work in coordination with the City to manage other City staff assigned to the Senior Activity Center (currently 1 FTE), as well as volunteers and organizations associated with the Senior Activity Center. This staff member provided by Wesley will be called the Senior Services Manager, and shall meet the expectations of the job description that is provided as Exhibit B.
 - d. Beginning on July 1, 2022, or as soon thereafter as possible, Wesley shall provide an additional staff person to act as Senior Services Coordinator for the Activity Center. The staff member provided by Wesley will be called the Senior Services Engagement Coordinator and shall meet the expectations of the job description that is provided as Exhibit C.
 - e. If a position becomes vacant or is currently vacant, Wesley shall provide a recommendation to the City of the staff person that they intend to appoint to the position. The City shall have right to review the qualifications of the candidate and approve or deny the recommended candidate. The candidate will also be subject to a City of Des Moines background check.
 - f. The Senior Center shall be open to the public Monday through Friday from 8:00 a.m. to 4:30 p.m. excluding those state and/or federal holidays on which the offices of the City of Des Moines are closed for business.
 - g. The parties recognize that evening and weekend activities may be scheduled outside of these normal operating hours, however, these evening and weekend activities shall be an addition to the normal operating hours listed above and not be treated as an off-set or substitute.
 - h. All data, documents, and files created by Contractor under this Agreement may be stored at City facilities or at Wesley, until this contract expires or is terminated, at which time they will be turned over to the City. Wesley shall make such data, documents, and files available to the City upon its request at all reasonable times for the purpose of editing, modifying, and updating as necessary. Duplicate copies of this information shall be provided to the City upon its request, and at reasonable cost.
- 2. Employee Supervision and Independent Contractor.**
- a. The Parties intend that the Services provided by Wesley under this Contract are provided as an independent contractor. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties. Neither Wesley and/or any Wesley employees shall be entitled to any benefits accorded City employees by virtue of the services provided under this Contract. The City will not be responsible for withholding or otherwise deducting federal income tax or social security payments, or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor.

Management Services Contract
Senior Services and Activity Center

- b. Accordingly that Wesley has the sole ability and responsibility to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement. Wesley shall be solely responsible for the payment of salaries and/or benefits of its employees engaged in the provision of the Senior Center Services and in complying with all laws, rules, and regulations governing such payments.
- c. Wesley shall require and ensure all employees associated with the Services to be performed under the terms of this Agreement pass all required background checks, including but not limited, to background checks under the Child and Adult Abuse Information Act. In addition, all employees driving a vehicle on Senior Center business must at all times possess a valid driver license and have an acceptable Abstract of Driving Record (ADR).
- d. Wesley's employees will agree to follow the City's Personnel Manual.

3. City Rights and Responsibilities.

- a. The City shall provide all materials, tools, software, equipment, utilities, and all other things necessary or required at the Senior Activity Center for the satisfactory performance of the work, and the City shall provide Wesley with access to the City's Senior Activity Center.
- b. The Senior Center shall be used by Wesley solely for the provision of the Senior Center Services. The City reserves the right to use the Senior Center for other activities and by other entities so long as those activities do not interfere with the day to day operation of the Senior Center and the provision of the Senior Center Services in accordance with the terms of this Agreement.
- c. The City further agrees to maintain, repair, and, if and as deemed necessary in the sole discretion of the City, replace, the real property, including the landscaping and parking lot, furniture, fixtures, equipment, including a copier and computer, kitchen equipment and cookware comprising the Senior Center, subject to the City's right to seek indemnity with respect to the cost thereof, if applicable, pursuant to Section 10 below.
- d. The City shall continue to pay all utilities related to the ownership and/or operation of the Senior Center.

4. Compensation. In consideration for the complete and faithful performance of the Contract, Wesley shall be paid as follows:

- a. Wesley will invoice the City not later than the 5th of the following month.
- b. The monthly invoice shall be the total cost of compensation of the Contractor provided Senior Services Manager, including the direct, indirect, and Wesley administrative overhead costs.

Management Services Contract
Senior Services and Activity Center

- c. The City shall pay Wesley for all actual costs associated with providing the Senior Services Manager, including direct and indirect expenses, and overhead. The City shall initially pay approximately \$7,500 per month (the "Services Fee") until the Senior Services Engagement Coordinator is hired and assigned under Section 1(d) above. Once the Senior Services Engagement Coordinator is assigned (target date July 1, 2022), the anticipated monthly payment amount will be \$13,750. Wesley shall provide documentation to demonstrate the actual costs of providing the service to support the monthly invoice. Beginning in the second year and for each subsequent year that this Agreement is in effect, the compensation payments shall increase annually at a rate of 95% of the annual All Urban Consumer Price Index (CPI-U) for the Seattle-Tacoma area for June over June. The Services Fee shall be due and payable on the 20th day of each month and if not paid when due shall be subject to a late fee of 1% per month (the "Overdue Rate") from the date due to the date paid in full.
- d. The Services Fee shall be prorated in the event the Term commences other than on the first day of a month or terminates other than on the last day of a month.
- e. In consideration for the payment of the Services Fee, other than those costs and expenses for which the City has specifically agreed to remain responsible pursuant to Sections 3 and 10 hereof, Wesley shall be responsible for all of the costs and expenses related to the provision of the Senior Center Services including, but not limited to, all employee wages and benefits and related taxes.

5. Term.

- a. Unless earlier terminated as provided herein or unless extended as provided herein the initial term of this Agreement (the "Initial Term") shall for two (2) years from the Commencement Date (as hereinafter defined). For purposes hereof, the Commencement Date shall mean June 16, 2022.
- b. Upon mutual written agreement of the parties, the Initial Term of this Agreement can be extended for an additional two year (the "Renewal Term" and together with the Initial Term, the "Term").
- c. Notwithstanding the foregoing, the Term of this Agreement may be earlier terminated, in whole or in part, at any time, by either party without cause upon ninety (90) days written notice of termination to the non-terminating party which notice shall set forth the termination date.
- d. Further, this Agreement may be terminated by either party (the "non-defaulting party") on written notice to the other (the "defaulting party") in the event of a breach by the defaulting party of its obligations under this Agreement, which is not cured within ten (10) days in the case of a monetary breach or thirty (30) days in the case of a non-monetary breach after written notice from the non-defaulting party setting forth in reasonable detail the nature of such breach; provided, however, in the case of a non-monetary breach which cannot reasonably be cured within thirty (30) days, the defaulting party shall have an additional period of thirty (30) days in which to complete the cure provided it commences the cure within the initial thirty (30) day cure period

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and diligently prosecutes the same to completion.

6. Performance Standards.

The Services, and all duties incidental or necessary thereto, shall be conducted and performed diligently and competently and in accordance with professional standards of conduct and performance.

7. Record Keeping.

All records or papers of any sort relating to the City and the project will always be the property of the City and shall be surrendered to the City upon demand. All information concerning the parties, which is not otherwise a matter of public record or required by law to be made public, is confidential, and neither party will disclose that information without the express written consent of the other party. Wesley acknowledges that the City, as a public agency, is subject to the Public Records Act in Chapter 42.56 RCW.

8. Assignment.

Wesley shall not assign this Contract or any interest herein, nor any money due or to become due hereunder without first obtaining the written consent of the City, nor shall Wesley subcontract any part of the consulting Services to be performed hereunder, without first obtaining the consent of the City. The City has the full discretion to determine whether to consent to assignment.

9. Modification.

No change, alteration, modification, or addition to this Contract will be effective unless it is in writing and properly signed by both parties.

10. Indemnification.

Wesley shall defend, indemnify and hold the City, officials, employees and volunteers harmless from all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from the negligent acts, alleged negligent acts, errors or omissions of Wesley in the performance of this Agreement.

The City shall defend, indemnify and hold Wesley, officials, employees and volunteers harmless from all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from the negligent acts, alleged negligent acts, errors or omissions of the City in the performance of this Agreement.

It is further specifically and expressly understood that the indemnification provided herein constitutes both parties waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

11. Liability Insurance.

Wesley shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection

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Senior Services and Activity Center

with the performance of the work hereunder by Wesley, their agents, representatives, employees or subcontractors.

Wesley's maintenance of insurance as required by the Contract shall not be construed to limit the liability of Wesley to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. Wesley shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing coverage at least as broad. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under Wesley's Commercial General Liability insurance policy with respect to the work performed for the City, using ISO endorsement form CG 20 26, or coverage at least as broad.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Minimum Amounts of Insurance: Wesley shall maintain the following insurance limits:

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

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. Wesley's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of Wesley's insurance and shall not contribute with it.
2. Wesley shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

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

D. Verification of Coverage Wesley shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the

Management Services Contract
Senior Services and Activity Center

additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of this Agreement. Upon request by the City, Wesley shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract.

12. Dispute Resolution Procedures.

a) ***Mediation/Arbitration.*** If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under the American Arbitration Association's Rules before resorting to arbitration. The mediator may be selected by agreement of the Parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the Parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the Parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

b) ***Venue, Applicable Law and Personal Jurisdiction.*** All questions related to this Contract shall be resolved under the laws of the State of Washington. If either party deems it necessary to institute legal action arising from this Contract, such action shall be instituted in the King County Superior Court. The Parties each consent to the personal jurisdiction of such court. Except as otherwise provided by law, it is expressly understood that neither party can institute any legal action against the other based on this Contract until the parties have exhausted the mediation procedures required by the previous paragraph.

13. Severability.

If any term, provision, covenant, or condition of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated because of such decision.

14. Waiver.

The waiver by either party of any breach of any term, condition, or provision of the Contract shall not be deemed a waiver of such term, condition, or provision or any subsequent breach of the same or any condition or provision of this Contract.

15. Captions.

The captions used herein are for convenience only and are not a part of this Contract and do not in any way limit or amplify the terms and provisions hereof.

16. Time of Essence.

Management Services Contract
Senior Services and Activity Center

Time is of the essence for each and all the terms, covenants, and conditions of this Contract.

17. Concurrent Originals.

This Contract may be signed in counterpart originals.

18. Ratification and Confirmation.

Any acts consistent with the authority and prior to the effective date of this Contract are hereby ratified and confirmed.

IN WITNESS THEREOF, four (4) identical counterparts of this Contract, each of which shall be deemed an original thereof, have been duly executed by the Parties herein named, on the day and year first above written.

CITY OF DES MOINES

CONTRACTOR

By _____
Its City Manager

Wesley, Title _____

Dated _____

Dated _____

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

WESLEY PROVIDED SERVICES AND RESPONSIBILITIES

- Coordinate with the City to develop the goals of the Senior Center which shall include maximizing the benefits and resources offered by the Senior Center.
- Develop a schedule of programs and activities to be offered at the Senior Center which are designed to achieve the goals of the Senior Center.
- Provide a Senior Services Manager to oversee and manage the day to day operations of the Senior Center, including City staff (currently 1 FTE), as well as volunteers and organizations associated with the Senior Activity Center.
- Review and make recommendations to the City concerning policies and procedures necessary for the effective operation of the Senior Center.
- Monitor customer satisfaction and take such steps as may be deemed necessary and appropriate by Wesley to maintain and/or improve, as applicable, customer satisfaction and provide a report at least quarterly or as requested by the City.
- Coordinate the services offered at the Senior Center with City-contracted vendors, including coordination of meal services, currently provided by Catholic Community Services.
- Coordinate with other City Departments and Department Directors as necessary.
- Identify and promptly notify the City of any maintenance requirements and/or needed capital improvements to the Senior Center.
- The Senior Services manager shall meet regularly with City Administration to report on the operations of the Senior Center.
- Provide periodic reporting to the City on the results of operations at the Senior Center.

EXHIBIT B

**SENIOR SERVICES MANAGER
Job Description**

Nature of Work

This position is responsible for administrative, supervisory, and professional work in the planning, development, and operation of a comprehensive senior services program managing recreation and continuing education activities, health and nutrition programs, facilities, personnel, volunteers and special events. Work is coordinated with other senior and human services providers in the community. Work is performed under the general direction of assigned supervisor. Work is completed independently with considerable autonomy. The incumbent is responsible for supervision, scheduling and evaluation of regular full-time, part-time and extra-hire staff and volunteers.

Essential Functions

- Plans, manages, implements and evaluates a comprehensive senior citizen program including recreation, social, health, nutrition, and human services programs.
- Assures the development of new programs, services and activities as appropriate.
- Assures adequate equipment and supplies; analyzes productive output to identify improvement needs and forecast requirements of personnel, programs, services, activities, supplies and equipment.
- Inspects and evaluates recreation programs and facilities; formulates recommendations for appropriate additions, replacements, and repairs; investigates complaints/feedback regarding recreational programs, services, activities, personnel, and facilities.
- May provide staff support to Senior Services Advisory Committee and Human Services Advisory Committee.
- Plans, prepares, develops, monitors and manages an annual budget for senior services functions. Approves purchases of supplies and operating inventory within established limits. Analyzes and controls expenditures to assure conformance with budget and established fiscal policies; obtain sources of funding and grants as appropriate.
- Establishes work performance standards, goals and objectives; reviews and resolves conflicts; monitors, reviews and approves time sheets.
- Coordinates services offered at the senior center that are funded, but not staffed, by other agencies.
- Communicates with City administrators, personnel, outside organizations, groups, and schools to coordinate, promote, publicize, and evaluate recreation programs, services, and activities.
- Assures the timely and accurate preparation of records, files, and comprehensive reports related to the programs, services, activities, operations, and budget of senior services.
- Researches and applies for outside funding for services and equipment including grant writing, fund raising, and securing donations; administer grant-funded projects and services. Develops partnerships and sponsorships for programs and facility improvements.

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Senior Services and Activity Center

- Attends or chairs various professional, staff, and committee meetings and conferences; prepare and deliver speeches to park, civic and community groups as appropriate.
- Serves as technical advisor to community and city staff.
- Assists in short- and long-range planning for a comprehensive senior services program. Coordinates facilities and programs with other public agencies and organizations.
- Manages division computer system, training, and planning.
- Assures employees and volunteers are trained in safety procedures and ensures that all safety rules, regulations, and procedures are followed. Provides for risk management practices.
- Proposes long range capital improvement and development of senior programs facilities, equipment, and programs.
- Establishes and implements policies, procedures, and standards consistent with city policies and ordinances.
- Maintains communications and effective working relationships with co-workers, supervisors, other city employees, other government agencies, elected and appointed officials, community groups, and the general public. Makes presentations to council and community groups.
- Coordinates and monitors service provider and interlocal contracts; insurance agreements for facilities; human services contracts; concessions and program related contracts.
- May perform administrative and record-keeping functions as needed.
- Makes recommendations for hiring, trains, supervises, and evaluates work performance of assigned staff and volunteers; establishes work priorities and performance standards for staff; monitors performance and provides effective feedback; works with staff to correct any deficiencies; implements any necessary disciplinary action after appropriate consultation with the City's Human Resources Director.
- May serves as technical advisor to Seattle Southside RTA Sports Tourism Committee.
- Establishes and maintains cooperative, effective working relationships with co-workers, City employees, and the general public using principles of good customer service.
- Reports for scheduled work with regular, reliable and punctual attendance.
- Performs other duties as assigned, including but not limited to being assigned to work in other functional areas to cover absences or relief, equalize peak work periods, or balance the workload.

Necessary Knowledge, Skills, and Abilities

Knowledge of:

- Current principles and practices related to the administration of a comprehensive senior citizen program.
- Planning techniques and procedures for parks and recreation systems.
- Fund development and grant writing.
- Principles of customer service, conflict resolution, public relations and marketing.
- Effective personnel management techniques, and all applicable city policies and procedures.
- Budget planning, accounting, grant funding development and control techniques.
- Recordkeeping techniques and research methods.
- Sound purchasing and inventory control practices.

Management Services Contract
Senior Services and Activity Center

- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases; social media.
- All phases of senior recreation and human services programming and volunteer coordination.
- Scheduling techniques and procedures for recreation facilities.
- Standard first aid, CPR, and bloodborne pathogen procedures.
- Pertinent federal, state and local laws, codes and regulations.

Ability to:

- Develop and implement senior center programs and events.
- Organize and express ideas effectively through the use of oral and written communications.
- Effectively use interpersonal skills in a tactful, patient, and courteous manner.
- Apply principles and practices of management, administration, supervision, and training.
- Develop, monitor, and manage the division budget.
- Analyze community recreational needs and recommend appropriate programs, services and activities.
- Estimate and project costs and expenditures.
- Develop program funding and obtain and administer grants.
- Develop and implement goals and objectives of the assigned division.
- Organize work to meet schedules and timelines.
- Write reports, business correspondence, and procedure manuals.
- Effectively present information and respond to questions from City Council, top management, clients, customers, the general public, and/or public groups.
- Respond to common inquiries and/or complaints/feedbacks from customers, regulatory agencies, or members of the business community.
- Demonstrate positive and effective interaction and communication with individuals of diverse occupational and social-economic backgrounds.
- Work effectively on several projects concurrently.
- Develop and implement comprehensive procedures for the effective management of senior citizen programs.
- Interpret and explain policies and procedures established by administration or City Council.
- Supervise the work of staff including coordinating, assigning, monitoring, and evaluating work; hiring, training, counseling, and disciplining staff (after consultation with City Human Resources Director).
- Establish and maintain effective working relationships with staff, other City employees/departments, City officials, community groups, and the public.
- Make timely decisions considering relevant factors and evaluating alternatives, exercising discretion and sound independent judgment.
- Create and meet schedules, time lines and work independently with little direction.
- Communicate clearly and concisely, both orally and in writing.
- Work effectively in a dynamic environment that is constantly changing, resulting in continually re-evaluating and shifting priorities.
- Ability to work both independently and within a collaborative team-oriented environment; contribute openly, respectfully disagree, understand the ideas of others, listen well and work for consensus.

Management Services Contract
Senior Services and Activity Center

Education and Experience Requirements

- Bachelor's degree from an accredited college or university with major course work in gerontology, recreation administration or related field; and
- Three years of increasingly responsible senior center programming experience, including at least one year in a supervisory capacity.

Special Requirements

- Must obtain a valid First Aid/CPR card within three months of employment, and maintain throughout employment.
- Must obtain and maintain a current King County Health Department Food Workers Permit.
- Possession of and the ability to maintain throughout employment a valid Washington State Driver's License with an acceptable Abstract of Driving Record (ADR).
- Successful completion of a pre-employment background (including references) and criminal history check.
- Because of the known effects of tobacco use, the City of Des Moines does not hire applicants who use tobacco products.

Working Conditions and Physical Abilities

- Environment: Work is performed at indoor and outdoor recreational facilities; travel to different locations; may be exposed to inclement weather conditions; work and/or walk on various types of surfaces, including slippery or uneven surfaces; may be required to work extended hours including evenings and weekends, and may be required to travel outside City boundaries to attend meetings.
- Physical: Primary functions require sufficient physical ability and mobility to work in an office and recreation facility setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of private and commercial transportation; and to verbally communicate to exchange information.

Equal Opportunity Employer

- The City of Des Moines is committed to hiring a diverse workforce and all qualified applicants, including all ethnic backgrounds and persons with disabilities, are encouraged to apply. The City is an Equal Opportunity Employer and does not unlawfully discriminate on the basis of race, sex, age, color, religion, national origin, marital status, sexual orientation, veteran status, disability status, or any other basis prohibited by federal, state, or local law.
- In accordance with the Americans with Disabilities Act, an employer is obligated to make a reasonable accommodation only to the known limitations of an otherwise qualified individual with a disability. In general, it is the responsibility of the applicant or employee with a disability to inform the employer that an accommodation is needed to participate in the application process, to perform essential job functions or to receive equal benefits and privileges of employment.

Management Services Contract
Senior Services and Activity Center

General Information

- The statements contained herein reflect general details as necessary to describe the principal functions for this job classification, the level of knowledge and skill typically required and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements.
- The physical abilities described above are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- The provisions of this job description do not constitute an expressed or implied contract. Any provision contained herein may be modified and/or revoked without notice.
- Updated 2018.

EXHIBIT C

SENIOR SERVICES ENGAGEMENT COORDINATOR

Job Description



RETIREMENT COMMUNITIES | HEALTH SERVICES | FOUNDATION

JOB DESCRIPTION

Mission Statement

Wesley is a faith-based organization providing retirement communities and a network of services for older adults. With love and joy, we are called to meet the physical, social and spiritual needs of those we serve. We affirm the worth of all those we serve and those who provide service.

Job Title: Senior Services Engagement Coordinator

Facility: 03 Terrace

Department: Resident Engagement

Job Code: 966

Supervisor: Senior Engagement Program Manager

FLSA Status: Non-Exempt

EEO-1 Job Classification:

JOB SUMMARY

The Senior Services Engagement Coordinator provides professional community recreation program and special event planning, development and supervision. The incumbent interacts with a broad and diverse constituency of citizens, organizations, and agencies. This position assists in the recruiting, training, supervision, and scheduling of volunteers. Hours vary based on program schedule and may include occasional evenings and weekends.

ESSENTIAL FUNCTIONS

- Plans, leads and supervises recreational, educational and social activities for assigned areas.
- Prepares and administers senior services budgets and monitors expenditures and revenue for assigned areas in accordance with established procedures.
- Coordinates, approves and monitors contractual service agreements for instructional staff.
- Coordinates facilities and programs with other agencies as assigned.
- Maintains monthly records and prepares written reports relating to senior services activities and facilities for assigned areas.
- Coordinates, schedules and supervises use of facility during normal operating hours.
- Assists in training volunteers in safety procedures and ensures all safety rules, regulations and procedures are followed. Provides for risk management practices.

Management Services Contract
Senior Services and Activity Center

- Assists in recruiting, training and supervising volunteers and instructors for senior services programs.
- Prepares the program quarterly newsletter, publicity, promotion and advertising for assigned areas.
- Communicates effectively with program participants and provides activities designed to promote health, fitness and socialization for older adults.
- Answers department telephone, assists customers with their requests, directs calls to appropriate personnel, takes messages and provides information.
- Assists facility users/staff with program information and registration, facility set-up and take-down, equipment check-out, lost and found, and general site supervision and security.
- Assists with participant registration system regarding scheduling, fee collection, accounting, participant records, refunds and notification, and class/program evaluations.
- Oversees participant use of Park and Recreation Department program facilities, vehicles, and equipment.
- Purchases supplies and equipment as needed.
- Attends to injury and incident victims, providing assistance and First Aid when needed.
- Completes accurately all City/Department forms for supervisory review and action when needed.
- Assists the Parks, Recreation and Senior Services Department professional staff with special projects as needed.
- Establishes and maintains cooperative, effective working relationships with co-workers, other City employees, and the general public using principles of good customer service.
- Reports for scheduled work with regular, reliable and punctual attendance.
- Performs other duties as assigned, including but not limited to being assigned to work in other functional areas to cover absences or relief, equalize peak work periods, or balance the workload.

QUALIFICATIONS/REQUIREMENTS

- Current principles and practices related to the coordination of a community recreation program, with emphasis on older adults.
- Scheduling techniques and procedures for recreation activities, facilities and special events.
- Interpersonal skills using tact, patience and courtesy.
- Principles and practices of administration, supervision and training.
- Standard First Aid, CPR and Bloodborne Pathogens procedures.
- Maintain effective working relationships with individuals and groups encountered in fulfilling job requirements.
- Ability to effectively plan, schedule, oversee and evaluate programs and personnel.
- Ability to analyze problems and negotiate effectively.
- Ability to make oral presentations.
- Ability to communicate effectively both orally and in writing using correct English usage, grammar, spelling, punctuation and vocabulary.
- Ability to use computer technology such as DASH registration systems, facility scheduling, and report preparation.
- Ability to perform the essential functions of the position.

Education Background

- Bachelor's degree in Parks and Recreation Administration or a related field; or equivalent and
- Two years' experience in recreation or gerontology; or

Management Services Contract
Senior Services and Activity Center

- **Licensure, Registration, Certification**

- Maintain a valid First Aid/CPR card (within three months of employment).
- Maintain a King County Food Handlers Permit (within three months of employment).
- Possession of and the ability to maintain throughout employment a valid Washington State Driver's License with a good driving record.
- Successful completion of a pre-employment background and criminal history check.
- Because of the known effects of tobacco use, the City of Des Moines does not hire applicants who use tobacco products.

- **Physical Demands**

- Indoor and outdoor work environments. Outdoor environment can include uneven and unstable walking surfaces, tripping hazards, and inclement weather conditions.
- Occasional travel to off-site locations is required.
- Hand-eye coordination and fine-manipulation skills are necessary to operate computers and a variety of office machinery.
- The position also requires the ability to speak and hear to exchange information, sit for extended periods of time, bend and stretch to retrieve and maintain files and program supplies, and lift up to 50 pounds.

INFECTIOUS RISK CATEGORY

NO RISK: No contact with patient's blood or other body fluids. No protective equipment required to be worn.

I have received, read and understand the above job description and can perform the essential functions of the job with or without reasonable accommodation. In the event I need future reasonable accommodation(s) it is my responsibility to submit that request in writing to Human Resources for review.

Employee Signature: _____ Date: _____

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Animal Control and Shelter Services
Agreement and Police Guild MOU

FOR AGENDA OF: June 9, 2022

DEPT. OF ORIGIN: Police

ATTACHMENTS:

DATE SUBMITTED: June 2, 2022

1. Animal Control and Shelter Services Agreement
2. Memorandum of Understanding between Des Moines Police Guild and City of Des Moines

CLEARANCES:

- ☐ Community Development _____
- ☐ Marina _____
- ☐ Parks, Recreation & Senior Services _____
- ☐ Public Works _____

CHIEF OPERATIONS OFFICER: _____

☒ Legal /s/ TG

☒ Finance *ML 2/*

☐ Courts _____

☒ Police /s/ KT

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *[Signature]*

Purpose and Recommendation

The purpose of this agenda item is for the Council to consider a contract between the City of Des Moines and Burien CARES to provide animal control and sheltering services for the City through June 2025. By contracting with Burien CARES, a memorandum of understanding will also need to be approved and signed between the Des Moines Police Guild (DMPG) and the City given the current animal control officer position is part of the DMPG bargaining unit.

Suggested Motion

Motion 1: "I move to approve the Animal Control and Shelter Services Agreement with Burien CARES in the amount of \$110,000 a year, and authorize the City Manager to sign the Agreement substantially in the form as attached."

AND

Motion 2: "I move to approve the MOU with the Des Moines Police Guild authorizing the City to contract out the Animal Control Officer Position to Burien CARES."

Background

Following the vacancy of the City's Animal Control Officer Position, an extensive review was conducted to determine the most effective and efficient method to provide Animal Control Services. Based on the options reviewed, it was determined that Burien CARES could provide the high level of services that the City required while also doing it at a lower cost than other providers or internal employees.

Currently, the Animal Control Officer position is represented by the DMPG. The Des Moines Police Guild (DMPG) and the City have agreed to have animal control services subcontracted outside of the City (Attachment 2). If the decision were made to cease subcontracting animal control services to an outside entity, the City and the DMPG have agreed that the City would recruit for this specialized position and the City would resume providing these services "in-house" once the City is able to fill the position.

Discussion

The proposed contract will provide the City of Des Moines and its citizens with dedicated and professional animal control and sheltering services through June of 2025. The contract provides for a full-time animal control officer working on animal related issues specifically in Des Moines. The contract also incorporates the sheltering services already provided by Burien CARES.

The trained animal control officer assigned to the City will provide animal control related services for 40-hours per week. These services will include:

- Responding to and/or assisting on calls for service or complaints involving loose, injured, hoarded, abused and/or neglected animals. This assistance may require but is not limited to the capture and/or transportation of animals.
- Take enforcement actions as necessary to ensure the health and safety of both persons and animals within the City through the limited police commission authority granted by the Des Moines Police Department. This will require providing written documentation, court testimony and other evidence necessary to assist with the prosecutions.
- The animal control officer will also participate in animal education and outreach for City personnel, community groups and citizens.
- The animal control officer will coordinate with an assigned supervisor of the Des Moines Police Department who will serve as the liaison between CARES and the City for day-to-day animal control related activities and issues.

An additional trained animal control officer will be available to provide advice and/or respond if necessary to emergent situations involving animals in the City when the animal control officer assigned to the City is unavailable or after regular business hours.

In addition to comprehensive animal control officer services, Burien CARES will continue to provide sheltering services to the City as they have for the last several years.

Subcontracting animal control services requires a memorandum of understanding be agreed upon and signed by the City and DMPG.

Alternatives

Council could decline to approve the contract and an alternate plan would have to be put in place that would be at a significantly higher cost to the City.

Financial Impact

The annual flat fee for these services is \$110,000. As discussed during previous meetings, this contract will save the City a significant amount of money over the life of the contract as compared to other organizations the City could have contracted with or if the City were to hire a full-time employee to provide the services.

Recommendation

Police Administration, Finance Department and City Administration recommend approving the contract for animal control services.

Council Committee Review

This matter has previously been reviewed by the Public Safety and Emergency Management Committee.

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**ANIMAL CONTROL AND SHELTER SERVICES AGREEMENT BETWEEN
BURIEN
C.A.R.E.S. AND
THE CITY OF DES MOINES, WA**

The parties to this contract are the **CITY OF DES MOINES**, a municipal corporation, hereinafter referred to as "City" and **BURIEN C.A.R.E.S.**, a non-profit corporation formed and operating pursuant to RCW 16.52.020, hereinafter referred to as "CARES." The terms of this contract shall cover the period of June 15, 2022 – June 15, 2025. In consideration to the benefits derived, the parties agree as follows:

1. Services.

CARES shall provide the services more specifically described in Exhibit "A," attached hereto and incorporated by this reference ("Services").

2. Term.

The term of this Agreement shall commence upon June 15, 2022 and shall continue until June 15 of 2025 unless otherwise terminated. If this Agreement is not renewed or terminated by the expiration date of this contract, it shall remain in effect on a month-to-month basis until new contract terms are negotiated or one party gives written notice to terminate. To facilitate timely renewal or termination, the parties agree to commence negotiations for the 2025/2026 contract by January 1, 2025, and to gather and provide to each other all pertinent data reasonably necessary to meaningful negotiations.

3. Compensation.

A. The City shall pay CARES the flat monthly rate of nine thousand one hundred and sixty six dollars and sixty seven cents (**\$9,166.67 per month**) for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded unless authorized in writing by the City.

B. CARES shall submit monthly payment invoices to the City for work performed. The City shall provide payment within forty-five (45) days of receipt of an invoice. If the City objects to all or any portion of an invoice, it shall notify CARES and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

4. Termination.

Either party may terminate this Contract, with or without cause, upon providing the other party sixty (60) days written notice at its address set forth in the notice provision of this Contract. The City may terminate this agreement immediately if there is a material breach

of the conditions of this Agreement. The parties may also mutually agree to terminate this Agreement immediately. The City agrees to pay CARES all costs and expenses associated with services provided to the effective day of termination. Monies due and payable will be pro-rated based on the number of service days performed through the date of termination.

5. Insurance.

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

No Limitation: CARES maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of CARES to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Minimum Scope of Insurance CARES's required insurance shall be of the types and coverage as stated below:

A. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

B. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under CARES' s Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

C. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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

A. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

B. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

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

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

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

Verification of Coverage. CARES shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of CARES before commencement of the work. Upon request by the City, CARES shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

Subcontractors' Insurance. CARES shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of CARES-provided insurance as set forth herein, except CARES shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. CARES shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Notice of Cancellation. CARES shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

Failure to Maintain Insurance. Failure on the part of CARES to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to CARES to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew

such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due CARES from the City.

6. Indemnification.

CARES shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

7. Non-discrimination.

CARES agrees to take all steps necessary to comply with all federal, state and municipal laws and policies regarding nondiscrimination and equal employment opportunities. CARES shall not discriminate in any employment action because of race, religion, color, sex, age, marital status, familial status, sexual orientation or the presence of any sensory, mental or physical handicap.

8. MUTUAL COVENANTS AND UNDERSTANDINGS

Both parties hereto agree to the following conditions:

- A. Independent Contractor. The parties intend that an Independent Contractor-Employer Relationship will be created by this Contract and that the CARES has the ability to control and direct the performance and details of its work; however, the City shall have authority to ensure that the terms of the Contract are performed in the appropriate manner. All persons employed by CARES to perform its obligations under this contract shall be employees of CARES and not the City.
- B. Nothing contained within this agreement shall be intended to limit the discretion of either party when acting in good faith. In the interest of best practice, CARES shall maintain the unqualified right to waive any administrative fee to any party at any time. This shall include, but is not limited to, the City, its residents, contractors and vendors.

- C. Modification. This instrument constitutes the entire Agreement between the two parties and supersedes all prior agreements. No modification or amendment shall be valid unless evidence in writing, properly agreed to and signed by both parties. In the event either party shall desire to renegotiate any provision of this agreement, the party shall provide 90 days written notice to the other party. The notice shall identify the provision or provisions to be renegotiated, the requested changes, and shall state the reasons for the request. The party receiving the request shall respond in writing on or before the end of the 90-day period.
- D. Administration of Agreement. The agreement shall be administered by the Chief Executive Officer, on behalf of CARES, and by the Chief of Police, or his designee, on behalf of the City.
- E. Notices. All notices, requests, demands and other communications required by this agreement, shall be in writing and, except as expressly provided elsewhere in this agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed by first class, postage pre-paid and addressed to the party at its address as stated in this Agreement or at such address as any party may designate at any time in writing.

Notice of Monthly Billing and Licenses issued shall be e-mailed to:

ATTN: Kathy Berrens
kberrens@desmoineswa.gov

Notice to City shall be sent to:
Des Moines Police Department
ATTN: Kathy Berrens
21900 11th Ave S.
Des Moines, WA 98198

Notice to CARES shall be emailed to:
ATTN: Debra George debrageorgemi@aol.com

Notice to CARES shall be sent to:
Burien, C.A.R.E.S.
909 SW 151st ST
Burien, WA 98166

- F. CARES acknowledges and understands that it is not City's exclusive provider of these services and that City maintains its unqualified right to obtain these services through other sources.
- G. Litigation Costs and Fees. In the event of litigation concerning the terms of

or performance under this Agreement, the prevailing party, in addition to costs, shall be entitled to reasonable attorney's fees as determined by the court.

- H. Benefits. This Agreement is entered for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.
- I. Mutual Aid. Mutual Aid benefits both organizations and is authorized between the City and Cares. Mutual Aid will be coordinated on a case-by-case basis. Nothing in this section shall be construed to create any duty to provide mutual aid when requested under this section. Assistance by the requested entity shall be at the sole discretion of the requested entity. No compensation between the City and CARES shall be required for assistance provided under this section.

Dated this _____ day of _____, 20_____

Burien C.A.R.E.S.

City of Des Moines

CEO

Michael Matthias, City Manager

Date

Date

Approved to Form, City Attorney

Exhibit A

Scope of Work – Services Provides by CARES

A. ANIMAL CONTROL

1. Provide a trained animal control officer to the City who will provide animal control related services for 40-hours per week. These services will include:
 - Responding to and/or assisting on calls for service or complaints involving loose, injured, hoarded, abused and/or neglected animals. This assistance may require but is not limited to the capture and/or transportation of animals.
 - Take enforcement actions as necessary to ensure the health and safety of both persons and animals within the City through the limited police commission authority granted by the Des Moines Police Department. This will require providing written documentation, court testimony and other evidence necessary to assist with the prosecutions.
 - The animal control officer will also participate in animal education and outreach for City personnel, community groups and citizens.
 - The animal control officer will coordinate with an assigned supervisor of the Des Moines Police Department who will serve as the liaison between CARES and the City for day-to-day animal control related activities and issues.
2. Provide an additional trained animal control officer who is available to provide advice and/or respond if necessary to emergent situations involving animals in the City when the animal control officer assigned to the City is unavailable or after regular business hours.
3. The City will provide the CARES animal control officer with a limited police commission issued under the authority of the Chief of Police of the Des Moines Police Department.
4. The City will provide the CARES animal control officer assigned to the City a uniform jumpsuit with appropriate markings and patches, a portable radio for communications with officers of the Des Moines Police Department and Valley Communications and City identification showing the officer's status with the City.

B. SHELTER SERVICES

1. Furnish and maintain and to employ adequate staff for suitable shelter for the handling of stray, impounded, and unwanted companion animals turned over to CARES by the City or its residents. Companion animals are specifically defined as dogs, cats, domestic birds, domestic rabbits and small domestic rodents; provided that nothing in this agreement will be intended to limit the sheltering of any species, not herein defined. Intake for unspecified animals will be at the discretion of CARES' management and/or qualified CARES staff. CARES' facility shall include cat kennels, or colony room(s) and dog kennels, as well as facilities for the humane disposal of sick and injured companion animals. The facility will provide disposal (cremation) services for animals deceased upon arrival or during the time of sheltering. Private euthanasia or disposal services for individual City residents may be conducted at the discretion of CARES management and shall be at the sole cost of said resident.
2. Maintain stray impounded animals for a minimum of three business days, except in cases where humane euthanasia is warranted because of severe injury or disease within the guidelines of DMMC 8.04.250. The owner or keeper of such an animal may recover said animal when all billable costs, redemption fees, penalties, license fees, including any late penalties, and boarding costs incurred by such impoundment are made payable to CARES. After three business days, CARES shall assume full custodial ownership of City stray animals and will dispose of said animals as deemed appropriate. It is expressly agreed that Des Moines Police Department, its officers and employees will not incur any obligation on account of the disposition of animals after the holding period has expired. In the interest of reuniting pets with their owners, CARES shall make a reasonable effort to contact stray pet owners when reasonably believed to be known. To facilitate mailing, CARES will extend the holding period to 14 business days at no additional charge to City in order to facilitate pet owners in reclaiming said animals.
3. Impounded animals awaiting disposition by the courts, will be held for up to 15 days in compliance with RCW 16.52.085.
4. Provide rabies quarantine services for 15 days in accordance with DMMC.8.04.280. CARES shall charge the animal owner \$25.00 per animal per day for quarantine boarding.
5. Provide care for City litters of offspring reasonably assumed to have been born of the same mother. Any group of neonates, alive, dead, or unborn, with or without the

mother, shall constitute a litter. After three business days, CARES will assume full custody of the litter for disposition at CARES discretion.

6. Keep the shelter staffed and open for the purposes of receiving companion animals and allowing such animals to be redeemed during regular business hours, Monday through Saturday, provided that CARES shall establish and maintain 7-day per week, 24-hour per day access to City employees or Police Officers to drop off companion animals or carcasses outside of normal shelter hours. It is understood that this does not include responsibility for care for sick or injured companion animals outside of normal shelter hours.
7. If a quarantine animal becomes sick, shows any symptoms of rabies or dies during the quarantine period, CARES shall immediately notify the attending veterinarian, the City, and the Seattle/King County Department of Public Health.
8. Provide licensing services for animals adopted or impounded at CARES' shelter whose owner resides within the City. The license service for impounded and adopted animals shall be provided during normal business hours. Proceeds of licenses will be transferred to the City. CARES shall have no obligation to provide license service for City in animal illness or injury conditions, when doing so would delay medical attention to the animal. CARES shall maintain complete and adequate records of all licenses issued and shall provide a timely report to City listing the name and address of the licensee and a description of the animal licensed. City will retain 100% of every license sold and payments shall be made directly to City when feasible. The City will provide all licenses and licensing material.
9. Provide orientation and training to City staff to the CARES shelter and its admission policies, practices and other CARES operations as appropriate.
10. Maintain complete records of animals received and animals disposed of on behalf of the City and other entities with whom the City has contracted. CARES agrees to promptly make its records available for the City's inspection at reasonable times, and to furnish reports of CARES' activities to City, and to provide, within reason, such other data as City requests and as may be requested or inspected by other entities with whom the City has contracted. CARES, at such times and such forms as City may require, shall furnish the City with periodic reports pertaining to the work and services undertaken pursuant to this contract. CARES will make available to the City all work-related records or documents for inspection, or evaluation during normal business hours to assess performance, compliance and/or quality assurance under this contract. CARES further agrees to fully cooperate with any civil or criminal investigations by the City and to make its employees available for interviews conducted in the furtherance of such investigations.

11. Ensure compliance with impoundment procedures, release and notification as defined by DMMC Title 8.
12. In order to perform data entry for the intake of City animals, CARES will provide materials (forms) for City staff or Police Officers to facilitate this function.
13. Provide transportation to, or onsite delivery of, a licensed veterinarian as may be required. Said veterinarian(s) will perform procedures to include basic fecal sample, blood tests and periodic weight measurements for animals involved in cruelty investigation, per request by City Animal Control Officers and to be billed to City. This service will be offered for cases of one (1) or two (2) animals and may be repeated weekly as determined by a licensed veterinarian of CARES' choice. The costs of any additional lab tests will be billed separately to City. Cases involving three (3) to six (6) animals shall require advanced notification to perform this service. Cases larger than six (6) animals or animals needing detailed history, ongoing treatment, or physical exams would need to be performed by a boarding veterinarian of the City's choice unless otherwise arranged in cooperation with CARES.
14. CARES may deduct vendor fees subject to discount, rebate or deduction to City in equal proportion to those received by CARES. CARES shall not bill City for veterinary services performed pro-bono by or for CARES.
15. Furnish equipment and supplies used in the performance of CARES obligations arising from this contract, except equipment and supplies which the City expressly promises to furnish.
16. In the interest of hygiene for animals in transport, CARES shall maintain a supply of laundered blankets and towels for use in City vehicles, with which City may exchange for soiled ones to be cleaned.
17. CARES shall retain all fees charged directly by CARES to an animal's owner or keeper for services provided by CARES.
18. Until CARES accepts the animal, the City is responsible for all after-hours emergency care of any animal that it impounds. The City is responsible for payment of veterinary care for impounded animals taken by City after hours to veterinary clinics by its Animal Control or Police Officers. Once notified, the

CARES assigned Animal Control Officer shall be responsible for transporting the animal from any veterinary clinic to CARES once the animal is stabilized.

19. City officers will scan all animals for a microchip when feasible and completely and accurately perform data input required for shelter admission. CARES will provide the shelter admission policy and training to the City.
20. City will provide its own Potentially Dangerous Dog (PDD) and Dangerous Dog (DD) hearings.
21. At times of peak capacity, CARES may limit the total intake, type or species accepted from City Animal Control and Police Officers and City residents. CARES will provide City seven days-notice in writing before restricting admission of City animals. The notice shall include the type of restrictions being imposed, the reason for the restrictions and the date of the expected continuation of services. At no time will CARES restrict or terminate services to City or its residents for longer than 30 days.

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MEMORANDUM OF UNDERSTANDING
ANIMAL CONTROL CONTRACT WITH BURIEN CARES

This Memorandum of Understanding is entered into between the Des Moines Police Guild (Guild) and the City of Des Moines (City).

WHEREAS, the Des Moines Police Guild represents the Animal Control Officer in its presently-configured bargaining unit; and

WHEREAS, the Des Moines Police Guild represents the body of work covered by the Animal Control Officer job description; and

WHEREAS, the City of Des Moines desires to engage the organization, "Burien Cares," to provide contract animal control services in the City of Des Moines; and

WHEREAS, the City of Des Moines desires to use contract services for animal control services in lieu of rehiring the Animal Control Officer position.

NOW THEREFORE, the parties agree that the City may contract out the City's animal control services to Burien Cares and will not immediately rehire the Animal Control Officer position. In consideration of this agreement, the parties mutually agree to the following:

1. Should the City discontinue the services of Burien Cares, it agrees to post a recruitment to rehire the Animal Control Officer position within sixty (60) days of termination of the Burien Cares contract; and
2. The City further agrees that the position will be represented by an appropriate existing bargaining unit within the City in the event that the Animal Control Officer position is rehired.

Signed this _____ day of May, 2022.

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 2022 Des Moines Farmers Market
Agreement

ATTACHMENTS:

Agreement between the City of Des Moines
and Des Moines Farmers Market for the 2022
Farmers Market

AGENDA OF: June 9, 2022

DEPT. OF ORIGIN: Events and Facilities

DATE SUBMITTED: May 3, 2022

CLEARANCES:

☐ Community Development _____

☒ Marina BW

☒ Parks, Recreation & Senior Services W. M. M. M.

☒ Public Works Andrew Mayas

CHIEF OPERATIONS OFFICER: _____

☒ Legal /s/ TG

☒ Finance MM 28

☐ Courts _____

☐ Police _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: Michael M. M.

Purpose and Recommendation:

The purpose of this item is to seek City Council approval of the 2022 Agreement between the City of Des Moines and Des Moines Farmers Market for the 2022 Waterfront Farmers Market.

Suggested Motion

MOTION: "I move to ratify and approve the Agreement with the Des Moines Farmers Market for the 2022 Des Moines Waterfront Farmers Market to be held at the Des Moines Marina Saturdays from June through September."

Background:

The Des Moines Farmers Market has operated a seasonal Farmers Market in the Marina since 2006. The Market is open every Saturday from June through the last Saturday in September and offers fresh and tasty seasonal crops direct from the growers, an appetizing array of food vendors, a veritable collection of local crafts people, and live musical offerings. A variety of special events also add to the diversity of the Farmers Market. On any given Saturday, people from within Des Moines or visitors from out of town, gather together to buy a variety of fruits and vegetables not found in grocery stores, visit with friends and

neighbors in a lively environment, enjoy lunch or dinner on the lush lawn overlooking the Marina, and experience concerts from local blues, rock, and country music bands. Situated right next to the fishing pier, beach, and walking trails, the Market is a special experience for children, couples, and friends.

Discussion

The Market was formed in 2006 as a non-profit entity requiring all of its farmers to meet a basic set of environmental stewardship principles that ensure that their practice protects the environment and sustains long-term viability of farmland. The Market continues to provide Des Moines and surrounding communities with a variety of vegetables, fruit, honey, cheeses, crafts, flowers, meats, and fish, ready-to-eat foods, education, information, and entertainment. The Market also provides a gathering place and is a positive asset for the City of Des Moines. The Market receives its operating costs from sponsors, donation, grants, and vendor application and stall fees. The attendance and sales have grown consistently since the beginning.

For a typical Saturday, the Farmers Market sets up in the Center Lot of the Marina. The Market uses the two compass rose areas and the promenade between them for an outdoor cafe and entertainment. Market patrons will park in the South Lot. Free parking is provided to market patrons on Saturdays.

Financial Impact

This year the City is proposing a reduced rental fee of \$0.00 for the entire season. This is the same rental fee as last year. The Market pays for its own garbage and recycling. The Marina provides restroom supplies and clean-up, sink, hot water, and parking for the food vendors, and electricity. Public Works provides candlestick cones. Events and Facilities provides waiver of rental fees and damage deposit, shuttle program and operational staff upon availability, and blue barriers. This waiver provides the Farmers Market a total reduction of \$20,107.10 in rental fees and services from the City of Des Moines.

The City receives an unquantifiable public benefit from hosting the Farmers Market on City property, including increased patrons in the City's pay parking lot, increased patrons to Des Moines businesses, and an increased sense of community among attendees and vendors.

Recommendation

Staff recommends adoption of the motion.

AGREEMENT
between
THE CITY OF DES MOINES
and
DES MOINES FARMERS MARKET
for the
2022 DES MOINES FARMERS MARKET

THIS AGREEMENT is entered into by and between the CITY OF DES MOINES, WASHINGTON (hereinafter "City"), a municipal corporation of the State of Washington, and **DES MOINES FARMERS MARKET** (hereinafter "DES MOINES FARMERS MARKET"), a Washington non-profit corporation, regarding the 2022 Des Moines Farmers Market.

WHEREAS, the City Council finds that the Des Moines Farmers Market enhances the quality of life for residents of the City of Des Moines and wishes to permit it to operate at the Des Moines Marina property on Saturdays from June through October, and other market days throughout the year as may be approved by the City Manager, and

WHEREAS, Des Moines Farmers Market, a 501(c)(4) non-profit organization, was created to operate the Des Moines Farmers Market, and

WHEREAS, the City receives an unquantifiable public benefit from hosting the Farmers Market on City property, including increased patrons in the City's pay parking lot, increased patrons to Des Moines businesses, and an increased sense of community among attendees and vendors, and

WHEREAS, the City Council wishes to have Des Moines Farmers Market manage the Des Moines Farmers Market pursuant to certain terms and conditions; now therefore,

IN CONSIDERATION of the mutual benefits and conditions listed below, the parties agree as follows:

(1) Des Moines Farmers Market agrees as follows:

(a) Des Moines Farmers Market shall conduct the 2022 Des Moines Farmers Market in compliance with the conditions outlined in this agreement and the attached Facility Rental Policies and Procedures (Exhibit 1), and will comply with all federal, state, and local statutes, ordinances, and regulations.

(b) The prime leadership of all Des Moines Farmers Market activities shall be non-City personnel and it is clearly understood that assistance by City personnel is advisory to Des Moines Farmers Market.

(c) Des Moines Farmers Market shall defend, indemnify, and hold the City of Des Moines, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the conduct of the event or its associated activities, except for injuries and damages caused by the sole negligence or intentional conduct of the City, its officers, agents, and employees. In the event that any suit based upon such claim, injury, damage, or loss is brought against the City, Des Moines Farmers Market shall defend the same at its sole cost and expense; provided, that the City retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and Des Moines Farmers Market and their respective officers, agents, and employees, or any of them, Des Moines Farmers Market shall satisfy the same.

(d) Des Moines Farmers Market will provide for expenses such as the Market Manager, portable sanitary facilities, advertising and/or promotional banners associated with the event. Des Moines Farmers Market shall provide adequate paid and/or volunteer staff, trained in courteous, efficient service to patrons of the Farmers Market. Des Moines Farmers Market shall ensure that persons handling and vending food and beverage products shall comply with all necessary health regulations.

(e) Des Moines Farmers Market will pay the City the total amount of \$0.00 for the 2022 season for the Market's use of the Des Moines Marina Lot. This discounted rental fee entitles the Market to use of all necessary power and water.

(f) Des Moines Farmers Market will provide and pay for its own garbage utility service.

(g) Des Moines Farmers Market will be allowed to have associated retail sales of food or merchandise as identified in the Des Moines Farmers Market 2022 Application Requirements and Seattle King County Health Department requirements. Des Moines Farmers Market shall not use the Des Moines Farmers Market premises for any purpose other than herein specifically designated without prior written consent of the City.

(h) Des Moines Farmers Market will obtain a City of Des Moines Business License prior to conducting business at the Farmers Market. The Farmers Market business license will allow all individual Market vendors to conduct business during approved Market hours at the approved Market location. A separate Des Moines business license will be required for any vendor who conducts business in Des Moines outside of approved Farmers Market events.

(i) Des Moines Farmers Market shall provide general liability insurance in the minimum amount of two million dollars (\$2,000,000) aggregate to cover the Des Moines Farmers Market. The City of Des Moines shall be named as additional insured. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII. The City shall be furnished with original certificates evidencing the insurance requirements thirty (30) days prior to the event. Des Moines Farmers Market shall also work with their insurance provider to confirm that any

motorized vehicle used by the Market, including the two City owned shuttle carts, are fully insured in an amount similar to the general liability insurance required above. The Market will provide proof of insurance to the City prior to use of the City owned carts.

(j) Des Moines Farmers Market will be permitted to erect such special signage as is appropriate and in compliance with the Des Moines Municipal Code in the thirty (30) days prior to and during the event. All such signage shall be removed within ten (10) days after the event.

(k) Des Moines Farmers Market will be allowed to solicit booth fees, a percentage of sales and/or charge an admission fee to vendors of the Des Moines Farmers Market to recover the cost of the community event. Des Moines Farmers Market shall bear responsibility for all collection, accounting, and reporting of any funds collected. The City grants this privilege based upon the promoter's agreement that any funds collected in amounts greater than the cost of the event, including, but not limited to costs associated with overhead, staff, promotion and security, will be reinvested, as Des Moines Farmers Market deems fit, in the Des Moines Farmers Market for the benefit of the Des Moines community. Des Moines Farmers Market shall maintain an accounting system meeting the City's approval and agrees to permit the City and its agents and representatives at reasonable intervals at any and all times during usual business hours, to inspect all books, records and accounts of the Des Moines Farmers Market showing gross sales and inventories.

(l) Des Moines Farmers Market agrees to take whatever reasonable measures are necessary to prevent damage to the Marina facility and to be responsible for any damage that may occur as a result of Des Moines Farmers Market's or its vendors' action taken in the conduct of the Des Moines Farmers Market.

(m) A Des Moines Police Department command officer and/or the Fire Marshall of South King Fire District will have the authority to close the Des Moines Farmers Market down at any time should it be necessary, following assessment of any security issue.

(n) Farmer's Market shall pay the City in full on or before the 1st day of June 2022 the amount due.

(o) In recognition of the reduction of the facility rental fees that the City of Des Moines is providing to the Des Moines Farmers Market, the Des Moines Farmers Market will recognize the City of Des Moines as a sponsor in the amount of the reduced rental rate (\$20,107.10).

(p) COVID-19 ADVISEMENT: Due to the global COVID-19 outbreak, emergency proclamations have been issued by the State of Washington, King County, the City of Des Moines, and other jurisdictions authorizing extraordinary measures to respond to and recover from the outbreak. This agreement is being made with the knowledge that there is a significant risk at any time that the event may be cancelled due to measures taken to minimize transmission of the virus. The Farmers Market understands that the City may cancel any or all of the dates without notice at

any time due to the COVID-19 pandemic. The Farmers Market agrees that the City shall not be liable for any direct, indirect, or consequential damages of any kind arising in any way from any cancellation related in any way to the COVID-19 pandemic.

(2) The CITY agrees as follows:

(a) Upon execution of this Agreement, the City Manager is authorized to grant permission to Des Moines Farmers Market to use and occupy, for the purpose of the Des Moines Farmers Market in 2022, City facilities and property at the Des Moines Marina.

(b) The City Manager is authorized, at his discretion, to grant permission to utilize City promotional tools such as the *City Currents*, City Web Page and Channel 21 to inform and educate the public about the event. Any City marketing costs will be paid to the City of Des Moines by Des Moines Farmers Market.

(c) The City Manager is authorized to provide City assistance to the Des Moines Farmers Market, which may include all necessary power and water utilities; services by the Police, Public Works, Parks, and Marina departments for the purpose of logistics coordination, Marina area traffic control, parking lot management and pedestrian safety. The City will inform the Farmers Market of any City operational costs of the City and those costs will be paid to the City of Des Moines by Des Moines Farmers Market.

(d) The City retains the right from time to time during the term hereof to change the location or use of areas designated for the Des Moines Farmers Market. If such relocations or adjustments are required, the parties shall cooperate so that such changes shall not unnecessarily interrupt the quality and quantity of services rendered by the Farmers Market.

(e) The City will provide the Market with a mutually agreeable storage area for Market supplies at the reduced rate of \$90 per month plus leasehold tax. In addition to Section 1(o) above, the Des Moines Farmers Market will recognize the City of Des Moines Marina as a sponsor in the amount of the reduced rental rate (\$47.00 per month).

(3) Parking. It is anticipated that the City will not be utilizing the pay for parking system on Saturday's during the summer of 2022. However, for Saturday Markets, if the pay parking system is operational, the City will provide to the Market parking coupons entitling the Market customer to two hours of free parking the days the Market is held. The City will provide these coupons as needed to the Market and the Market will limit coupon availability to paying customers. Coupon pick-up must be arranged no later than 12:00pm the Friday before every Saturday Market. No coupons will be provided for Wednesday Markets.

(4) Independent Accounting. A true accounting of all receipts and disbursements shall be maintained by Des Moines Farmers Market and shall be made available for review and audit by the City at the discretion and expense of the City. Records of gross sales and receipts are to be

kept for each revenue source and Des Moines Farmers Market is responsible for submittal of all taxes due in the ordinary course of operating the Des Moines Farmers Market.

(5) **Duration of Agreement.** The term of this Agreement shall be for one (1) year upon final execution of this Agreement.

(6) **Termination.** Either party may terminate this Agreement with or without cause with ninety (90) days prior written notice. The City may also terminate this Agreement under the terms of Section 1(p).

The terminating party shall be liable for its share of financial obligations entered into on its behalf prior to termination, including but not limited to, printing costs and media buys.

(7) **Discrimination Prohibited.** Des Moines Farmers Market shall not discriminate against any employee, applicant, vendor, or any person seeking to participate in the Des Moines Farmers Market on the basis of race, color, religion, creed, sex, national origin, marital status, sexual orientation, or presence of any sensory, mental, or physical handicap.

(8) **Assignment.** This Agreement may not be assigned by Des Moines Farmers Market except with written approval of the City to another non-profit organization with similar goals and purposes. Des Moines Farmers Market will provide prior written notice to the City of any assignment of this Agreement to another non-profit organization. Upon assignment, the assignee will be bound by the terms and conditions of this Agreement as Des Moines Farmers Market was.

(9) **Entire Agreement.** This Agreement contains the entire agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties. Either party may request changes in the Agreement. Proposed changes mutually agreed upon will be incorporated by written amendments to this Agreement.

(10) **Governing Law.** The existence, validity, construction, and enforcement of this Agreement shall be governed in all respects by the laws of the State of Washington.

(11) **Mediation/Arbitration.** If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under the American Arbitration Association's Rules before resorting to arbitration. The mediator may be selected by agreement of the parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

(12) **Amendments/Authorization for Additional Services.** This Agreement may be modified or amended and additional conditions may be authorized during the term of this Agreement upon the mutual written consent of the parties.

(13) **Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

(14) **Waiver.** The waiver by either party of any breach of any term, condition, or provision of the Agreement shall not be deemed a waiver of such term, condition, or provision or any subsequent breach of the same or any condition or provision of this Agreement.

(15) **Captions.** The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

(16) **Time of Essence.** Time is of the essence for each and all of the terms, covenants, and conditions of this Agreement.

(17) **Concurrent Originals.** This Agreement may be signed in counterpart originals.

(18) **Ratification and Confirmation.** Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

CITY OF DES MOINES

**DES MOINES FARMERS
MARKET**



Michael Matthias
City Manager

Date May 12, 2022



Kim Richmond (May 13, 2022 09:23 PDT)

By Kim Richmond
Its President

Date May 13, 2022

Approved as to Form:



Tim George (May 12, 2022 13:25 PDT)

City Attorney

202 Farmers Market Agreement Final

Final Audit Report

2022-05-13

Created:	2022-05-12
By:	Beach Park Event Center (beachparkeventcenter@desmoineswa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABA8siCWAZNyhV3HUF26V-bQLSPfJak2sa

"202 Farmers Market Agreement Final" History

 Document created by Beach Park Event Center (beachparkeventcenter@desmoineswa.gov)
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Signature Date: 2022-05-12 - 8:25:44 PM GMT - Time Source: server- IP address: 73.221.196.183

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 Document e-signed by Michael Matthias (tkeane@desmoineswa.gov)
Signature Date: 2022-05-12 - 8:51:20 PM GMT - Time Source: server- IP address: 146.129.246.3

 Document emailed to Kim Richmond (kim@frogsongfarms.com) for signature
2022-05-12 - 8:51:22 PM GMT

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2022-05-13 - 4:16:36 PM GMT- IP address: 66.249.84.93

 Document e-signed by Kim Richmond (kim@frogsongfarms.com)
Signature Date: 2022-05-13 - 4:23:40 PM GMT - Time Source: server- IP address: 24.17.35.219

 Agreement completed.
2022-05-13 - 4:23:40 PM GMT

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Disposal Abandoned Vessels within
the Des Moines Marina

ATTACHMENTS:
Draft Resolution No. 22-026

FOR AGENDA OF: June 09, 2022

DEPT. OF ORIGIN: Marina

DATE SUBMITTED: May 13, 2022

CLEARANCES:

- ☐ Community Development
- ☒ Marina *SW*
- ☐ Parks, Recreation & Senior Services
- ☐ Public Works

CHIEF OPERATIONS OFFICER: *[Signature]*

- ☒ Legal /s/ TG
- ☐ Finance
- ☐ Courts
- ☐ Police

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *[Signature]*

Purpose and Recommendation

The purpose of this agenda item is to seek City Council authorization for the removal of two vessels that have been abandoned within the Des Moines Marina. The vessels listed in Exhibit A of Draft Resolution No. 22-026 have been determined to be abandoned per RCW 79.100.010. Accordingly, Council may authorize the use or disposal of the vessels in any appropriate, environmentally sound, and the least costly manner to limit potential future financial impacts.

Suggested Motion: "I move that City Council adopt Draft Resolution No. 22-026, authorizing the removal and/or sale of the abandoned vessels 'Peggy O' (WN6578JE) and "Hobo" (WN881BM) in an appropriate, financially responsible, and environmentally sound manner."

Background

Derelict and abandoned vessel(s) grounded or anchored upon publicly and privately owned submerged lands in the State of Washington have long been a logistical and environmental problem, for operators of public and private marinas in particular. In course of operation over the years, the Des Moines Marina has seen countless boats whose owners have stopped paying moorage fees and/or boats that have been

abandoned in the Marina. In the past, the number of cases of non-payment or abandonment averaged less than one per year but for numerous reasons there has been a continued rise in cases through 2020 and 2021.

The State Legislature has created a framework for addressing these derelict and abandoned vessels, codified at chapter 79.100. Under this framework, a vessel that has been left moored in the Marina for thirty days after being given notice that their moorage has been terminated for non-payment of moorage fees whose owner is cannot be located or is unwilling to take control of the vessel can be deemed abandoned. Once a vessel is determined to be abandoned, an authorized public entity such as the Marina may take custody of the vessel following statutory notice and the failure of the owner to contest the taking custody within the required time period.

Upon taking custody of the vessel(s), the public entity may use or dispose of the vessel(s) in any appropriate and environmentally sound manner but must give preference to uses that derive some monetary benefit from the vessel(s), either in whole or in scrap. If the vessel(s) are sold for value, the proceeds first go to the public entity to recoup its costs and fees owed. If no value can be derived from the vessel(s), the authorized public entity must give preference to the least costly, environmentally sound, reasonable disposal option. While some abandoned vessels are able to be successfully auctioned, abandoned vessels commonly have scrap value at or less than the cost of hauling the vessel.

At this time, two vessels in the Marina have been deemed abandoned, and notice has been provided as required by law. The appeal period has expired without response and the Marina has presumed custody of the vessels. The listed vessels have accrued back moorage and administrative and service fees. These vessels have been deemed, abandoned and/or derelict, and are currently moored in the Marina; one is located our guest dock minimizing financial impact to our permanent moorage slips, the other in a permanent slip losing revenue opportunities.

Discussion

The following vessels has been abandoned or deemed abandoned for non-payment of moorage fees:

- Peggy O – a 1970 36' MBW Sport Sedan Fishing boat. This boat was brought into the Marina in early October 2020. The customer paid on his moorage for about a year and in October of 2021 we received our last payment and last communication from the customer. Staff has received no contact since that time. Vessel was deemed abandoned on December 7, 2021. Staff sent notice of intent to take custody to the Department of Natural Resources (DNR) on February 25, 2022 and followed required notice procedures. At the time of this item was submitted, it was anticipated that the City would take custody on April 30, 2022. The accrued moorage is approximately \$6,500.
- Hobo – a 1979 26' Tollycraft Sedan (WN881BM). This boat belonged to a tenant who retained a permanent moorage slip in July of 2019. His account remained in good standing until September of 2020. After that moorage fees began to slip with occasional payments every 3-4 months. Last payment received was in July of 2021. We reached out multiple times by phone and email beginning in November of 2021 with no response. The vessel was impounded at that time. Staff began the 'term for cause' and abandonment procedures in February 2022. Staff sent notice of intent to take custody to the Department of Natural Resources (DNR) on March 11, 2022 and followed required notice procedures. At the time this item was submitted, it is anticipated that the City will take custody on May 15, 2022. The accrued moorage is approximately \$4,500.

Financial Impact

Staff will seek a method of removal that will result in the least financial impact to the City.

In some occasions, some or all of City's costs in disposal may be recouped from the State's Derelict and Abandoned Vessel program administered by DNR. Staff tracks expenses in hopes to recover actual costs along with back moorage fees owed whether by sale or by the derelict vessel reimbursement program. However this program has seen a drop in State funding over the last few years, limiting the number of vessel reimbursements and their total amounts.

With regards to the "Peggy O", it is unlikely that sale or salvage of this vessel will recoup the full cost of disposal and past due moorage and administrative/service fees. In that case, Staff will seek arrangements to dispose of or remove the vessels at little to no additional cost to the City. These options may include transferring a vessel to an interested third party on payment of accrued moorage fees or utilizing a licensed boat dealer to liquidate the vessels at little to no net cost.

If there are no more favorable options, Staff has located a Company in South Park that will haul and dispose of these vessels. Estimated cost is about \$7,000 for staff/administrative fees, towing & hauling of the boat and disposal.

With regards to "Hobo", it is likely that sale of this vessel will recoup all or the majority of the past due moorage fees. In that case, staff will seek arrangements to utilize a third party licensed dealer to facilitate the sale and removal of the vessel. The cost for a third party dealer is not to exceed \$2,000 of the revenue received for the sale. Any revenue received beyond the amount owed to the third party dealer to facilitate the liquidation of this vessel will be applied towards the past due account. Should the revenue exceed the past due moorage and service fees, the terminated account customer will be sent those proceeds. Any amount not covered by the sale of the vessel will be sent to a collection agency.

Conclusion

Staff recommends Council adopts Draft Resolution No. 22-026 and authorize staff to utilize a third party licensed boat dealer to liquidate both of the abandoned vessels to prevent further lost revenue and associated staff/administrative costs.

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CITY ATTORNEY'S FIRST DRAFT 06/09/2022

DRAFT RESOLUTION NO. 22-026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, authorizing disposal of abandoned vessels by auction or sale.

WHEREAS, during regular business the City accumulates equipment and property, and

WHEREAS, two vessels were abandoned at the Marina by the owners in 2020, and

WHEREAS, the City intends to dispose of, sell, or remove abandoned and unneeded property as allowed by law, and

WHEREAS, the City of Des Moines typically sells property and equipment at public auction to the highest bidder or disposes of such property, and

WHEREAS, the properties described in Exhibit "A" were abandoned at the Des Moines Marina and proper notification was given to the owners and lien holders with no response, and

WHEREAS, the vessels have approximate values as follows:
(1) "Peggy O", \$1,000, and (2) "Hobo", \$15,000 and

WHEREAS, the owners of the abandoned vessels currently owe the Marina as follows: (1) \$7,685.14; in unpaid moorage and other fees, and (2) \$5,981.11; in unpaid moorage and other fees, and

WHEREAS, the City desires to auction or sell the items identified in Exhibit "A" attached to this Resolution to attempt to recover costs owed to the City; now therefore,

THE CITY COUNCIL OF THE CITY OF DES MOINES RESOLVES AS FOLLOWS:

Sec. 1. The properties identified by Exhibit "A" are the abandoned property and are hereby authorized for sale or disposal.

Resolution No. ____
Page 2 Of 3

Sec. 2. The City Manager is authorized to dispose of the items identified in Exhibit "A" in any appropriate and environmentally sound manner without further notice to any owners, but must give preference to uses that derive some monetary benefit from the vessels, either in whole or in scrap.

Sec. 3. In the event that no value can be derived from the vessel(s), the City Manager is authorized to dispose of the vessel(s) in a cost-effective method must give preference to the least costly, environmentally sound, reasonable disposal option. Any disposal operations must be consistent with the state solid waste disposal provisions provided for in chapter 70A.205 RCW.

Sec. 4. Ratification, confirmation and approval. All acts undertaken prior to the effective date of this Resolution that are consistent with the intent and purpose of same are hereby ratified, confirmed, and approved.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of June, 2022 and signed in authentication thereof this ____ day of June, 2022.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Resolution No. ____
Page 3 Of 3

EXHIBIT "A"
Resolution No. 22-026

Number	Description	Approximate Value
1	Peggy O – 36’ This vessel is in very poor condition unlikely to be sold to recoup the past due moorage. It would also be extremely costly to dispose of due to its size. Auctioning it would likely attract buyers who would not remove it from property and/or possibly re-abandon it.	Approx. \$1,000
2	Hobo - 26’ WN881BM This vessel is Tollycraft in decent condition. It is likely it will recoup all past due moorage fees if sold by a licensed dealer.	Approx. \$15,000

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Interlocal Agreement Between the Cities of SeaTac, Des Moines, Covington, and Tukwila for Planning, Funding, and Implementation of a Joint Minor Home Repair Program.

ATTACHMENTS:

1. Inter-local Agreement between the Cities of SeaTac, Des Moines, Covington, and Tukwila for Planning, Funding, and Implementation of a Joint Minor Home Repair Program.

FOR AGENDA OF: June 9, 2022

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: May 18, 2022

CLEARANCES:

- ☒ Community Development DEL
- ☐ Marina N/A
- ☐ Parks, Recreation & Senior Services N/A
- ☐ Public Works N/A

CHIEF OPERATIONS OFFICER: [Signature]

- ☒ Legal /s/ TG
- ☒ Finance [Signature]
- ☐ Courts NA
- ☐ Police NA

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this item is to seek Council approval of an inter-local agreement between the cities of SeaTac, Des Moines, Covington, and Tukwila for planning, funding and implementation of a joint Minor Home Repair (MHR) Program and accepting \$27,500 for the program. The Agreement shall remain in effect in an ongoing basis so long as funds are available. The following motion will appear on the consent calendar:

Suggested Motion

Motion: "I move to approve the Inter-local Agreement between the Cities of SeaTac, Des Moines, Covington and Tukwila for the Minor Home Repair Program, including the acceptance of \$27,500 for maintenance and repairs in 2022, and authorize the City Manager to sign the Agreement substantially in the form as submitted."

Background

King County annually receives Community Development Block Grant (CDBG) Funds from the United States Department of Housing and Urban Development that have been used to fund the Minor Home Repair Program. The primary objective of the CDBG Program as set forth by Congress is “the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income.” Federal regulations define persons who are considered low and moderate income as households earning under 80% of the area median income, as determined by HUD, adjusted by household size.

King County administers CDBG funds on behalf of the King County CDBG Consortium. The Consortium is established under Inter-local Cooperation Agreements between the County and 34 cities and towns. A Joint Recommendations Committee (JRC) comprised of officials representing local government members of the Consortium is appointed annually by the Sound Cities Association to advise the County Executive on CDBG funding and policy decisions.

Discussion

The partnered Cities of Tukwila, SeaTac, Covington and Des Moines again submitted a competitive joint application for 2021 funds to be used in 2022, and were awarded a total of \$110,000. The Des Moines’ share is \$27,500.

The City of Des Moines has been a recipient of these funds since 2006. Throughout that time, the City has met all requirements of King County for the proper expenditure of grant funds. These projects provided necessary repair and maintenance that helped our residents stay in their homes. In 2021 the City was able to provide assistance to 12 households for 17 projects.

This year the program administration will shift from the City of Tukwila to the City of SeaTac, who will serve as the fiscal agent for the four cities, as well as handle the administration with King County. This shift necessitated the new inter-local agreement that will replace the previous one signed in 2013. The new inter-local agreement will remain in effect on an ongoing basis so long as funds are available. Each city will hire their own contractors, screen their clients, and make referrals. SeaTac will advance the money to Des Moines, administer the paperwork, and request reimbursement from King County. The majority of the federal requirements will be met by SeaTac as they administer the program and are responsible for the distribution of the funds.

The Minor Home Repair program provides minor home repair and maintenance for low and moderate income homeowners in the City of Des Moines. The program is intended to assist homeowners who are having a difficult time maintaining their home. The program is a tool that the cities can use to both meet a human service need of maintaining the safety and health of the occupants, as well as preserve the dwelling and/or conserve energy. The service also contributes to a more positive image of Des Moines single-family neighborhoods. The program is coordinated by a Permit Coordinator in the Community Development Department.

Alternatives

The Council could choose not to approve the inter-local agreement, and withdraw from the partnership. This would eliminate the funding for the minor home repair program, and eligible low to moderate income homeowners in the community would not receive funds for repair of their homes.

Financial Impact

Des Moines share of the Community Development Block Grant funds provided by King County for the program is \$27,500 to provide maintenance and repairs. The City will incur some staff costs for administering the program, paying invoices, submitting reimbursement requests and receipting reimbursements from SeaTac. SeaTac will advance the money to Des Moines, and then collect from King County.

Recommendation

Finance and Legal Departments concur, and recommend approval of the inter-local agreement.

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**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEATAC, DES
MOINES, COVINGTON, AND THE CITY OF TUKWILA FOR
PLANNING, FUNDING, AND IMPLEMENTATION OF A JOINT MINOR
HOME REPAIR PROGRAM**

THIS INTERLOCAL AGREEMENT ("Interlocal") is entered into pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, by the City of Covington ("Covington"), the City of Des Moines ("Des Moines"), the City of SeaTac ("SeaTac"), and the City of Tukwila ("Tukwila"), hereinafter referred to as "City" or "Cities," to provide for planning, funding, and implementation of a minor home repair program.

WHEREAS, the Cities engage in activities which support human service providers in King County; and

WHEREAS, the Cities wish to make the most efficient use of their resources by cooperating to provide funding to support human service providers in south King County; and

WHEREAS, through the Interlocal Cooperation Act, Chapter 39.34 RCW, the Cities have the authority to engage in cooperative efforts that will result in more efficient use of government resources;

WHEREAS, the Cities are signatories to a preceding interlocal agreement for the planning, funding, and implementation of a joint minor home repair program dated February 29, 2012 (the "Former Agreement");

NOW, THEREFORE, and in consideration of the terms, conditions, and performances made herein, it is agreed as follows:

1. Purpose. The purpose of this Interlocal is to set up a cooperative arrangement between the Cities to consolidate the funding process and implementation of a minor home repair program. This Interlocal will increase the efficiency of administering the program while decreasing administrative costs.

2. Responsibilities.

A. SeaTac's Duties.

1) Contract and act as the fiscal and administrative agent with King County for the implementation of a Community Development Block Grant for a minor home repair program for Covington, Des Moines, SeaTac and Tukwila.

2) Maintain required documentation and prepare required reports for King County consistent with the County's requirements regarding the use of Community Development Block Grant funds.

3) Maintain accounts and records that properly reflect transactions related to this Interlocal.

4) Responsible for reimbursing participating cities and submitting required paperwork to King County.

5) Responsible for the implementation of the minor home repair program within SeaTac in accordance with terms specified in the Block Grant contract between SeaTac and King County.

6) Review and pay invoices for any services performed in SeaTac pursuant to this Interlocal.

7) Reimburse Tukwila, Covington, and Des Moines on an as received basis for any invoices received pursuant to this Interlocal.

B. Tukwila's Duties

1) Responsible for the implementation of the minor home repair program within Tukwila in accordance with terms specified in the Block Grant contract between SeaTac and King County.

2) Review and pay invoices for any services performed in Tukwila pursuant to this Interlocal.

3) Remit invoices to SeaTac for reimbursement.

C. Des Moines' Duties

1) Responsible for the implementation of the minor home repair program within Des Moines in accordance with terms specified in the Block Grant contract between SeaTac and King County.

2) Review and pay invoices for any services performed in Des Moines pursuant to this Interlocal.

3) Remit invoices to SeaTac for reimbursement.

D. Covington's Duties

1) Responsible for the implementation of the minor home repair program within Covington in accordance with terms specified in the Block Grant contract between SeaTac and King County.

2) Review and pay invoices for any services performed in Covington pursuant to this Interlocal.

3) Remit invoices to SeaTac for reimbursement.

E. Cities' Joint Duties

1) Subcontract with an agency/contractors that will perform qualified home repairs in Tukwila, SeaTac, Covington, and Des Moines in accordance with King County's Block Grant program and applicable city policies.

2) No City shall use more funds than have been annually allocated to it by King County for a minor home repair program. *However, if a City is unable to spend its portion of the funds by the 3rd quarter of the year for which the funds were allocated, the Cities may mutually agree to shift those funds to another City that has an on-going demand for minor home repair.* Fund allocation shall be as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference. Exhibit A shall be amended annually and all subsequent amended Exhibit As shall automatically supersede the prior Exhibit A and be fully incorporated herein upon distribution of each amended Exhibit A to all of the Cities by the administrative agent.

3) Abide by additional requirements outlined in the agreement between SeaTac and King County for a minor home repair program, which is attached hereto as Exhibit II and incorporated herein by this reference. Exhibit II shall be amended annually and all subsequent amended Exhibit Bs shall automatically supersede the prior Exhibit B and be fully incorporated herein upon distribution of each amended Exhibit II to all of the Cities by the administrative agent.

4) The Cities agree to include the following language verbatim in every subcontract, provider agreement, or purchase agreement for services which relate to the subject matter of this Contract: "Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

5) Duration. This Interlocal shall become effective when it is approved by the Cities and shall remain in effect on an ongoing basis so long as funds are available for the minor home repair program.

6) Termination. Any City may terminate this Interlocal without cause by giving the other Cities a thirty-day written notice. The terminating City shall remain fully responsible for meeting its funding responsibilities to date up to the point of termination and other obligations established by this Interlocal through the end of the calendar year in which such notice is given. The administrative agent is authorized to terminate the participation of any City that does not fulfill its obligations as set forth in this Agreement. Written notice of such termination shall be mailed to each City and shall become effective upon said mailing.

7) Notices. Notices to the Cities shall be sent to the following persons:

City	Contact
SeaTac	Human Services Coordinator, Kim Cooper 4800 S. 188 th Street, SeaTac, WA 98188 206-973-4815; kcooper@ci.seatac.wa.us
Des Moines	Tina Hickey 21630 11 th Ave S, Suite D Des Moines, WA 98198-6398 206-870-6558; Thickey@desmoineswa.gov
Covington	Personnel Division/Human Services, Julie Johnston 16720 SE 271 st Street, Ste. 100 Covington, WA 98042 253-480-2411; jjohnston@covingtonwa.gov
Tukwila	Human Services Program Coordinator, Stacy Hansen 6200 Southcenter Blvd, Tukwila, WA 98188 206-433-7180; Stacy.Hansen@tukwilaWA.gov

8) **Indemnification.** Each City agrees to indemnify the other City from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs arising out of claims by third parties for breach of contract, property damage, and bodily injury, including death, caused solely by the negligence or willful misconduct of such City, the City's employees, affiliated corporations, officers, and lower tier subcontractors in connection with this Interlocal.

Each City hereby waives its immunity under Title 51 of the Revised Code of Washington for claims of any type brought by any City agent or employee against the other City. This waiver is specifically negotiated by the parties and a portion of the City's payment hereunder is expressly made the consideration for this waiver.

9) **Insurance.** Each City shall procure and maintain in full force throughout the duration of the Interlocal comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. In the event that a City is a member of a pool of self-insured cities, the City shall provide proof of such membership in lieu of the insurance requirement above. Such self-insurance shall provide coverage equal to or greater than that required of non-self insurance pool member Cities.

10) **Applicable Law; Venue; Attorney's Fees.** This Interlocal shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Interlocal, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

11) **Counterparts.** This document may be executed in any number of counterparts, each of which shall be considered an original.

12) **Amendment or Modification.** This Interlocal may be amended or modified in writing with the mutual consent of the Cities. Amendments or modifications to this Interlocal shall not require the approval of the Cities' legislative bodies.

13) Former Agreement Terminated and Superseded. The Former Agreement between the Cities is hereby terminated and superseded by this Interlocal.

IN WITNESS WHEREOF, the undersigned have entered into this Interlocal as of this 27 day of April, 2022.

CITY OF SEATAC

By: Carl Cole
Carl Cole, City Manager

Date: 05/02/2022

Attest: _____
[Printed Name]
Title: _____

Approved As To Form:

Mary Mirante Bartolo
Mary Mirante/Bartolo, City Attorney

CITY OF TUKWILA

By: _____
Allan Ekberg, Mayor

Date: _____

Attest: _____
[Printed Name]
Title: _____

Approved As To Form:

City Attorney

CITY OF DES MOINES

By: _____
Michael Matthias, City Manager

Date: _____

Attest: _____
[Printed Name]
Title: _____

Approved As To Form:

Mathew Hutchins, Assistant City Attorney

CITY OF COVINGTON

By: _____
Regan Bolli, City Manager

Date: _____

Attest: _____
[Printed Name]
Title: _____

Approved As To Form:

Kathy Hardy, City Attorney

EXHIBIT A

Interlocal Between the Cities For Planning, Funding, and Implementation of a Joint Minor Home Repair Program

Contract Year 2022 utilizing 2021 funds : See attached letter confirming City and Contact information.

Name of Agencies	Participating Cities & Funding
Qualified contractors	SeaTac - Lead City \$27,500
	Des Moines \$27,500
	Tukwila \$27,500
	Covington \$27,500
	Personnel & Project Management
	TOTAL \$110,000
Notices to the Cities shall be sent to the following persons:	
<u>City of Covington:</u> Julie Johnston – 253-480-2411 jjohnston@covingtonwa.gov	
<u>City of Des Moines:</u> Tina Hickey – 206-870-6558 thickey@desmoineswa.gov	
<u>City of SeaTac:</u> Kim Cooper – 206-973-4815 kcooper@ci.seatac.wa.us	
<u>City of Tukwila</u> Stacy Hansen – 206-433-7180 Stacy.hansen@tukwilawa.gov	

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Draft Aquatic Lands Lease agreement between the City of Des Moines and the State of Washington Department of Natural Resources (RCO).

ATTACHMENTS:

1. Draft Aquatic Lands Lease Agreement No. 20-A73543
2. Aquatic Lands Lease Agreement No. 20-73543

FOR AGENDA OF: June 9, 2022

DEPT. OF ORIGIN: Marina

DATE SUBMITTED: May 24, 2022

CLEARANCES:

- ☐ Community Development ____
☒ Marina *SW*
☐ Parks, Recreation & Senior Services ____
☒ Public Works *Andrew Mayas*

CHIEF OPERATIONS OFFICER: *Dip J. m*

- ☒ Legal /s/ TG
☐ Finance ____
☐ Courts ____
☐ Police ____

APPROVED BY THE CITY ATTORNEY
FOR SUBMITTAL: *Michael*

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval for the City to enter into an Aquatics Land Lease Agreement with the Department of Natural Resources for the use of State owned Aquatic Lands at the Redondo Boat Launch.

Suggested Motion

Motion 1: "I move to approve the Draft Aquatic Lands lease agreement with the Department of Natural Resources for the use of State owned Aquatics land located at the Redondo Boat Launch facility, and direct the City Manager to sign the draft agreement substantially in the form as attached."

Background

The Redondo boat launch was originally constructed by King County in 1980. The lower portion of the Redondo boat ramp and most of the public fishing pier were located on or above State owned aquatic land under lease to King County. The City of Des Moines acquired the Redondo boat launch and parking facility when the Redondo area annexed with the City of Des Moines in 1997. At that time, the

Aquatics Land Lease passed to the City of Des Moines as King County's successor in interest. The lease has since been renewed.

In 2006, the City was the recipient of a grant from the Recreational and Conservation Office (RCO) to rebuild the entire Redondo parking lot and adjoining boat-launching facility. At that time, a new concrete boat ramp was installed, along with a second set of wooden boarding floats and steel guide piles. This changed the configuration from a one-lane boat launch to a two-lane launch. Over time, and with the harsh unprotected marine environment, these floats are now worn, and are in the need of being replaced. Marina staff has concerns that the current floats are at a point of becoming a safety concern.

Discussion

In Jan 2019, City Council authorized the Marina to apply for a grant from the States Recreational Conservation Office (RCO) for the replacement of the Redondo Boarding floats. The Marina was awarded a grant in the amount of \$211,107.00. One condition of the grant requires that the City maintain control over the grant area for at least the next 20 years. For the portion of these lands owned by the Department of Natural Resources, this means a lease with DNR for a duration of at least that period of time. At the time of receiving the grant, less than 12 years were remaining on the original agreement, which is set to expire December 31, 2032. RCO is requiring a new lease agreement to extend the current agreement past the current expiration date. The new agreement encompasses a thirty (30) year duration to end on June 30, 2052.

The Draft Lease would replace the current Aquatic Lands Lease Agreement No. 20-73543 (attachment 2). The proposed Draft Lease includes a commitment by the City to diligently pursue completing projects in the lease area, which includes replacement of the float on the north side of the boat launch that necessitated this new lease and the removal and replacement of the closed Redondo fishing pier which the City is currently pursuing. Staff anticipates that these goals should be met, but there is a remote, but non-zero chance that a replacement pier will not be able to be permitted on the desired timeline, which may require negotiation with DNR to resolve the issue at that time. It should be noted that the duty to repair or replace the pier within reasonable time is one the City already owes under the current lease. Staff has determined that the same liabilities and defenses may apply under either lease should permitting issues delay or prevent the project. This agreement would extend the City's no-fee right to use the subject tidelands for nearly twenty years beyond the current lease.

Alternatives

Council may choose not to enter into an agreement with the Department of Natural Resources, in which case the City would no longer be able to install and provide boarding floats at Redondo. Additionally, the City would be required to execute a new lease under what are likely to be the same or more stringent terms within ten years to continue to use the tidelands.

Financial Impact

This is a 30-year "No Fee" lease agreement. However, the City is required to meet specific timelines for the replacement of existing facilities on the leased area that the City has previously accounted for.

Recommendation

Staff recommends entering into the Aquatic Land lease agreement with the Department of Natural Resources for the use of the aquatic lands at the Redondo Boat Ramp facility.

**THIS DRAFT DOES NOT CONSTITUTE AN OFFER
NOR A COMMITMENT TO EXTEND AN OFFER**

When recorded, return to:
City of Des Moines
21630 11th Avenue South, Suite A
Des Moines, WA 98198



HILARY S. FRANZ
COMMISSIONER OF PUBLIC LANDS

AQUATIC LANDS LEASE

Lease No. 20-A73543

Grantor: Washington State Department of Natural Resources
Grantee(s): City of Des Moines
Legal Description: Legal Description: Govt. Lot. 3 (NE1/4 SW1/4), Section 32, Township 22 North, Range 4 East, W.M.
Complete Legal Description on Page 37
Auditor Reference Number(s): 2020-1203900005
Assessor's Property Tax Parcel or Account Number: 322204HYDR
Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this lease: 7203601705

THIS LEASE is between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and CITY OF DES MOINES, a government agency ("Tenant").

BACKGROUND

Tenant desires to lease a portion of the aquatic lands commonly known as Redondo Beach, which are bedlands located in King County, Washington, from State, and State desires to lease the Property to Tenant pursuant to the terms and conditions of this Lease. State has authority to enter into this Lease under Chapter 43.12, Chapter 43.30 and Title 79 of the Revised Code of Washington (RCW).

**THIS DRAFT DOES NOT CONSTITUTE AN OFFER
NOR A COMMITMENT TO EXTEND AN OFFER**

THEREFORE, the Parties agree as follows:

SECTION 1 PROPERTY

1.1 Property Defined.

- (a) State leases to Tenant and Tenant leases from State the real property described in Exhibit A together with all the rights of State, if any, to improvements on and easements benefiting the Property, but subject to the exceptions and restrictions set forth in this Lease (collectively the “Property”).
- (b) This Lease is subject to all valid interests of third parties noted in the records of King County, or on file in the Office of the Commissioner of Public Lands, Olympia, Washington; rights of the public under the Public Trust Doctrine or federal navigation servitude; and treaty rights of Indian Tribes.
- (c) This Lease does not include a right to harvest, collect, or damage natural resources, including aquatic life or living plants; water rights; mineral rights; or a right to excavate or withdraw sand, gravel, or other valuable materials.
- (d) State reserves the right to grant easements and other land uses on the Property to others when the easement or other land uses will not interfere unreasonably with the Permitted Use.

1.2 Survey and Property Descriptions.

- (a) Tenant warrants that the record of survey referenced in Exhibit A includes a true and accurate description of the Property boundaries and the location of the Improvements existing on the Property. Tenant’s obligation to provide a true and accurate description of the Property boundaries and the location of the Improvements existing on the Property is a material term of this Lease.
- (b) Tenant’s use or occupancy of any state-owned aquatic lands outside the Property boundaries is a material breach of this Lease and State may seek remedies under Section 14 of this Lease in addition to any other remedies afforded by law or equity or otherwise.
- (c) Tenant warrants that the Property lies only in front of upland property owned or otherwise legally controlled by the Tenant.

1.3 Inspection. State makes no representation regarding the condition of the Property, Improvements located on the Property, the suitability of the Property for Tenant’s Permitted Use, compliance with governmental laws and regulations, availability of utility rights, access to the Property, or the existence of hazardous substances on the Property. Tenant inspected the Property and accepts it “AS IS.”

**THIS DRAFT DOES NOT CONSTITUTE AN OFFER
NOR A COMMITMENT TO EXTEND AN OFFER**

SECTION 2 USE

2.1 Permitted Use. Tenant shall use the Property for a public fishing pier and boat launch (the “Permitted Use”), and for no other purpose. Exhibit B includes additional details about the Permitted Use, the Property, and Improvements, and additional obligations on Tenant. The Permitted Use of this Lease shall not be changed or modified without the written consent of State, which shall be at State’s sole discretion.

2.2 Restrictions on Permitted Use and Operations. The following limitations and requirements apply to the Property and adjacent state-owned aquatic land. Tenant’s compliance with the following does not limit Tenant’s liability under any other provision of this Lease or the law.

- (a) Tenant shall not cause or permit:
 - (1) Damage to land or natural resources,
 - (2) Waste, or
 - (3) Deposit of material, unless approved by State in writing. This prohibition includes, but is not limited to, deposit of fill, rock, earth, ballast, wood waste, refuse, garbage, waste matter, pollutants of any type, or other matter.
- (b) Nothing in this Lease shall be interpreted as an authorization to dredge the Property.
- (c) If pressure washing or cleaning any equipment, machinery, or floating or fixed structures, Tenant shall avoid scouring the substrate and damaging any aquatic land and vegetation. Tenant shall also comply with the following limitations:
 - (1) If equipment contains or is covered with petroleum based products: (1) Tenant shall not pressure wash such equipment in or over the water and (2) all wash water must be contained and taken to an approved treatment facility.
 - (2) Tenant shall collect or sweep up non-organic debris accumulations on structures resulting from pressure washing and properly dispose of such debris in an upland location.
 - (3) Tenant shall pressure wash using only clean water. Tenant shall not use or add to the pressure washing unit any detergents or other cleaning agents.
 - (4) Tenant shall pressure wash painted structures using appropriate filter fabric to control and contain paint particles generated by the pressure washing.
- (d) Tenant shall avoid damage caused by propeller wash from vessels.
- (e) Tenant shall not allow vessels to come in contact with underlying bedlands (commonly referred to as “grounding out”) at any time.
- (f) Tenant shall not allow floating structures to come in contact with underlying bedlands (Commonly referred to as “grounding out”). Tenant must either (1) locate all floating structures in water too deep to permit grounding out or (2)

**THIS DRAFT DOES NOT CONSTITUTE AN OFFER
NOR A COMMITMENT TO EXTEND AN OFFER**

install stoppers sufficient to prevent grounding, keeping the bottom of the structure above the level of the substrate.

- (g) Tenant shall not install fixed breakwaters.

2.3 Conformance with Laws. Tenant shall keep current and comply with all conditions and terms of permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding Tenant's use or occupancy of the Property.

2.4 Liens and Encumbrances. Unless expressly authorized by State in writing, Tenant shall keep the Property free and clear of liens or encumbrances arising from the Permitted Use or Tenant's occupancy of the Property.

2.5 Residential Uses Prohibited. Residential uses, as defined by WAC 332-30-106(62), are not permitted on the Property.

SECTION 3 TERM

3.1 Term Defined. The term of this Lease is Thirty (30) years, beginning on the 1st day of July, 2022 (the "Commencement Date"), and ending on the 30th day of June, 2052 (the "Termination Date"), unless terminated sooner under the terms of this Lease (the "Term"). Whenever the phrase "termination of this Lease" or "termination of the Lease" is used in this Lease, it shall refer to the ending, termination, cancellation, or expiration of the Lease.

3.2 Renewal of the Lease. This Lease does not provide a right of renewal. Tenant may apply for a new lease, which State has discretion to grant or deny. Tenant must apply for a new lease at least one (1) year prior to the Termination Date.

3.3 End of Term.

- (a) Removal of Improvements and Personal Property: Prior to the termination of this Lease, Tenant shall remove Improvements and Personal Property in accordance with Section 7.
- (b) Restoration of Property:
 - (1) Prior to the termination of this Lease, Tenant shall restore the Property to its condition before the installation of any Improvements on the Property.
 - (2) This restoration is to be done at Tenant's expense and to the satisfaction of State. Restoration of the Property is considered to be Work, as described in Section 7 of the Lease. Tenant's plans for restoring the Property shall be submitted to State for prior approval in accordance with Section 7 of this Lease.
 - (3) If Tenant fails to restore the condition of the Property as required by this Paragraph, State may take steps reasonably necessary to remedy Tenant's failure. Upon demand by State, Tenant shall pay all costs of State's

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remedy, including but not limited to the costs of removing and disposing of material deposited on the Property, lost revenue resulting from the condition of the Property, and administrative costs associated with State's remedy.

- (c) Vacation of Property: Upon the termination of this Lease, Tenant shall cease all operations on and use of the Property and surrender the Property to State.

3.4 Holdover.

- (a) If Tenant remains in possession of the Property after the Termination Date, and State has not notified Tenant that Tenant must vacate the Property, in the absence of a new lease agreement between State and Tenant, the following terms apply: Tenant's occupancy will be a month-to-month tenancy, on terms identical to the terms of this Lease, except that either Party may terminate the tenancy on thirty (30) days' written notice. The month-to-month occupancy will not be an extension or renewal of the Term.
 - (1) The monthly rent during the month-to-month tenancy will be the same rent that would be due if the Lease were still in effect and all adjustments in rent were made in accordance with its terms.
 - (2) Payment of more than the monthly rent will not be construed to create a periodic tenancy longer than month-to-month. If Tenant pays more than the monthly rent and State provides notice to vacate the property, State shall refund the amount of excess payment remaining after the Tenant ceases occupation of the Property.
- (b) If State notifies Tenant to vacate the Property and Tenant fails to do so within the time set forth in the notice, Tenant will be a trespasser and shall owe State all amounts due under RCW 79.02.300 or other applicable laws.

SECTION 4 RENT

4.1 Annual Rent.

- (a) The Annual Rent is based on the use classification of Tenant's Permitted Use of the Property and the square footage of each use classification, as set forth in Exhibit A.
- (b) Until adjusted as set forth below, Tenant shall pay to State an annual rent of Zero Dollars (\$0), consisting of Zero Dollars (\$0) related to the water-dependent rent.
- (c) The annual rent, as it currently exists or as adjusted or modified (the "Annual Rent"), is due and payable in full on or before the Commencement Date and on or before the same date of each year thereafter. Any payment not paid by State's close of business on the date due is past due.
- (d) Public Use and Access. This Lease allows for free or reduced rent for areas that meet the requirements of RCW 79.105.230 and WAC 332-30-131. If Tenant's use of these areas cease to meet the requirements for free or reduced rent in RCW

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79.105.230 and WAC 332-30-131, State will charge Tenant water-dependent rent for using these areas.

4.2 Payment Place. Tenant shall make payment to Financial Management Division, 1111 Washington St SE, PO Box 47041, Olympia, WA 98504-7041.

4.3 Adjustment Based on Change in Use Classification. Neither the use classification, nor the square footage of a use classification, shall be changed without the prior written consent of State. If the use classification or the square footage of a use classification is changed, the Annual Rent shall be adjusted based on the revised use classification or square footage of each use classification.

4.4 Rent Adjustment Procedures.

- (a) Notice of Rent Adjustment. State shall provide notice of adjustments to the Annual Rent allowed under Paragraph 4.5(b) to Tenant in writing no later than ninety (90) days after the anniversary date of the Commencement Date.
- (b) Procedures on Failure to make Timely Adjustment. If State fails to provide the notice required in Paragraph 4.4(a), State shall not collect the adjustment amount for the year in which State failed to provide notice. Upon providing notice of adjustment, State may adjust and prospectively bill Annual Rent as if missed or waived adjustments had been implemented at the proper interval. This includes the implementation of any inflation adjustment.

4.5 Rent Adjustments for Water-Dependent Uses.

- (a) Inflation Adjustment. State shall adjust water-dependent rent annually pursuant to RCW 79.105.200-.360, except in those years in which State revalues the rent under Paragraph 4.5(b) below. This adjustment will be effective on the anniversary of the Commencement Date.
- (b) Revaluation of Rent. At the end of the first four-year period of the Term, and at the end of each subsequent four-year period, State shall revalue the water-dependent Annual Rent in accordance with RCW 79.105.200-.360.
- (c) Rent Cap. State shall increase rent incrementally in compliance with RCW 79.105.260 as follows: If application of the statutory rent formula for water-dependent uses would result in an increase in the rent attributable to such uses of more than fifty percent (50%) in any one year, State shall limit the actual increase implemented in such year to fifty percent (50%) of the then-existing rent. In subsequent, successive years, State shall increase the rental amount incrementally until State implements the full amount of increase as determined by the statutory rent formula.

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SECTION 5 OTHER EXPENSES

5.1 Utilities. Tenant shall pay all fees charged for utilities required or needed by the Permitted Use.

5.2 Taxes and Assessments. Tenant shall pay all taxes (including leasehold excise taxes), assessments, and other governmental charges applicable or attributable to the Property, Tenant's leasehold interest, the Improvements, or Tenant's use and enjoyment of the Property.

5.3 Right to Contest. If in good faith, Tenant may contest any tax or assessment at its sole cost and expense. At the request of State, Tenant shall furnish reasonable protection in the form of a bond or other security, satisfactory to State, against loss or liability resulting from such contest.

5.4 Proof of Payment. If required by State, Tenant shall furnish to State receipts or other appropriate evidence establishing the payment of amounts this Lease requires Tenant to pay.

5.5 Failure to Pay. If Tenant fails to pay any of the amounts due under this Lease, State may pay the amount due, and recover its cost in accordance with Section 6.

SECTION 6 LATE PAYMENTS AND OTHER CHARGES

6.1 Failure to Pay Rent. If Tenant fails to pay rent when due under this Lease, State may seek remedies under Section 14 as well as late charges and interest as provided in this Section 6.

6.2 Late Charge. If State does not receive full rent payment within ten (10) days of the date due, Tenant shall pay to State a late charge equal to four percent (4%) of the unpaid amount or Fifty Dollars (\$50), whichever is greater, to defray the overhead expenses of State incident to the delay.

6.3 Interest Penalty for Past Due Rent and Other Sums Owed.

- (a) Tenant shall pay interest on the past due rent at the rate of one percent (1%) per month until paid, in addition to paying the late charges determined under Paragraph 6.2. Rent not paid by the close of business on the due date will begin accruing interest the day after the due date.
- (b) If State pays or advances any amounts for or on behalf of Tenant, Tenant shall reimburse State for the amount paid or advanced and shall pay interest on that amount at the rate of one percent (1%) per month from the date State notifies Tenant of the payment or advance. This includes, but is not limited to, State's payment of taxes, assessments, insurance premiums, costs of removal and disposal of materials or Improvements under any provision of this Lease, or other amounts not paid when due.

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6.4 Referral to Collection Agency and Collection Agency Fees. If State does not receive full payment within thirty (30) days of the due date, State may refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Tenant shall pay collection agency fees in addition to the unpaid amount.

6.5 No Accord and Satisfaction. If Tenant pays, or State otherwise receives, an amount less than the full amount then due, State may apply such payment as it elects. State may accept payment in any amount without prejudice to State's right to recover the balance or pursue any other right or remedy. No endorsement or statement on any check, any payment, or any letter accompanying any check or payment constitutes accord and satisfaction.

6.6 No Counterclaim, Setoff, or Abatement of Rent. Except as expressly set forth elsewhere in this Lease, Tenant shall pay rent and all other sums payable by Tenant without the requirement that State provide prior notice or demand. Tenant's payment is not subject to counterclaim, setoff, deduction, defense or abatement.

SECTION 7 IMPROVEMENTS, PERSONAL PROPERTY, AND WORK

7.1 Improvements Defined.

- (a) "Improvements," consistent with RCW 79.105 through 79.140, are additions within, upon, or attached to the land. Improvements include, but are not limited to, fill, structures, bulkheads, docks, pilings, and other fixtures.
- (b) "Personal Property" means items that can be removed from the Property without (1) injury to the Property, adjacent state-owned aquatic lands, or Improvements or (2) diminishing the value or utility of the Property, adjacent state-owned aquatic lands or Improvements.
- (c) "State-Owned Improvements" are Improvements made or owned by the State of Washington. State-Owned Improvements includes any construction, alteration, or addition to State-Owned Improvements made by Tenant.
- (d) "Tenant-Owned Improvements" are Improvements authorized by State and (1) made by Tenant, (2) acquired by Tenant from the prior tenant, (3) made by subtenants on the Property, or (4) acquired by a subtenant from Tenant or a prior subtenant or tenant.
- (e) "Unauthorized Improvements" are Improvements made on the Property without State's prior consent or Improvements made by Tenant that do not conform to plans submitted to and approved by State.
- (f) "Improvements Owned by Others" are Improvements owned by others (not including Tenant or a subtenant) with a right to occupy or use the Property.

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7.2 Existing Improvements. On the Commencement Date, the following Tenant-Owned Improvements are located on the Property: Approximately 2,000 square feet of a fixed timber pier; approximately 25 creosote pilings supporting the pier; two seasonal timber boarding floats associated with the boat launch, which are each approximately 40-feet long; and 4 steel pilings securing the boarding floats.

7.3 Construction, Major Repair, Modification, and Other Work.

- (a) This Paragraph 7.3 governs construction, alteration, replacement, major repair, modification, and removal of Improvements (collectively “Work”).
- (b) Except in an emergency, Tenant shall not conduct Work without State’s prior written consent. Tenant shall obtain State’s prior written consent as follows:
 - (1) Tenant shall submit to State plans and specifications describing the proposed Work at least sixty (60) days before submitting permit applications to regulatory authorities unless Tenant and State otherwise agree to coordinate permit applications. At a minimum, or if no permits are necessary, Tenant shall submit plans and specifications to State at least ninety (90) days before commencement of Work.
 - (2) State may deny consent if State determines that denial is in the best interest of the State of Washington or if the proposed Work does not comply with Paragraphs 7.4 and 11.3. State may impose additional conditions intended to protect and preserve the Property or adjacent state-owned aquatic lands.
 - (3) State will not approve plans to construct new Improvements or expand existing Improvements in or over habitats designated by State as important habitat, including, but not limited to: native aquatic vegetation, commercial geoduck tracts, forage fish spawning areas, and salmon critical habitat. Tenant shall confirm location of important habitat on Property, if any, with State before submitting plans and specifications in accordance with Paragraph 7.3.
- (c) Tenant shall immediately notify State of emergency Work. Upon State’s request, Tenant shall provide State with as-built plans and specifications of emergency Work.
- (d) Tenant shall not commence or authorize Work until Tenant or Tenant’s contractor has:
 - (1) Obtained a performance and payment bond in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of construction. Tenant or Tenant’s contractor shall maintain the performance and payment bond until the costs of the Work, including all laborers and material persons, are paid in full.
 - (2) Obtained all required permits.
- (e) Before completing Work, Tenant shall remove all debris and restore the Property to an orderly and safe condition. If Work is for removal of Improvements at End

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of Term, Tenant shall restore the Property in accordance with Paragraph 3.3, End of Term.

- (f) Upon completing Work, Tenant shall promptly provide State with as-built plans and specifications. State may also require Tenant to obtain an updated record of survey showing the Property boundaries and the as-built location of all Improvements on the Property.
- (g) State shall not charge rent for authorized Improvements installed by Tenant on the Property during the Term, but State may charge rent for such Improvements when and if Tenant or successor obtains a subsequent use authorization for the Property and State has waived the requirement for removal of Improvements as provided in Paragraph 7.5.

7.4 Standards for Work.

- (a) Applicability of Standards for Work.
 - (1) The standards for Work in Paragraph 7.4(b) apply to Work commenced in the five year period following the Commencement Date. Work commences when State approves plans and specifications.
 - (2) If Tenant commences Work five years or more after the Commencement Date, Tenant shall comply with State's current standards for Work.
 - (3) If Tenant commences Work five (5) or more years after the Commencement Date, Tenant shall ascertain State's current standards for Work as follows:
 - (i) Before submitting plans and specifications for State's approval as required by Paragraph 7.3 of the Lease, Tenant shall request State to provide Tenant with State's current standards for Work on state-owned aquatic lands.
 - (ii) Within thirty (30) days of receiving Tenant's request, State shall provide Tenant with State's current standards for Work, which will be effective for the purpose of State's approval of Tenant's proposed Work, provided Tenant submits plans and specifications for State's approval within two (2) years of Tenant's request for standards.
 - (iii) If State does not timely provide State's current standards upon Tenant's request, the standards for Work under Paragraph 7.4(b) apply to Tenant's Work provided Tenant submits plans and specifications as required by Paragraph 7.3 within two (2) years of Tenant's request for State's current standards for Work.
 - (iv) If Tenant fails to (1) make a request for State's current standards for Work or (2) timely submit plans and specifications to State after receiving State's current standards for Work, Tenant shall, at Tenant's sole expense, make changes in plans or Work necessary to conform to State's current standards for Work upon State's demand.

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- (b) The following standards for Work apply to Work commenced in the five-year period following the Commencement Date:
- (1) Tenant shall not install skirting on any overwater structure.
 - (2) Tenant shall only conduct in-water Work during time periods authorized for such work under WAC 220-660-330, Authorized Work Times in Saltwater Areas, or as otherwise directed by the Washington Department of Fish and Wildlife (WDFW), United States Fish and Wildlife Service (USFWS), or National Marine Fisheries Service (NMFS).
 - (3) Tenant shall use embedded anchors and midline floats on all anchored structures and buoys.
 - (4) Tenant shall install grating on new floats, piers, wharves, fingers, docks, decks, fixed docks, and/or gangways as follows: For floats, fingers, and docks, Tenant shall install unobstructed grating on at least thirty percent (30%) of the surface area; grating material must have at least sixty percent (60%) functional open space or forty percent (40%) or greater multi-directional open space. For gangways, piers, wharves, decks, and fixed docks, Tenant shall install ADA certified grating material on at least fifty percent (50%) of the surface area; grating material must have at least sixty percent (60%) functional open space or forty percent (40%) or greater multi-directional open space.
 - (5) Tenant shall site new Improvements to avoid impacts to native eelgrass (*Zostera marina*).
 - (6) Where Work is in or within 200 feet of spawning habitat for Surf Smelt (*Hypomesus pretiosus*). Tenant shall construct all new or expansions to existing Improvements to avoid:
 - (i) removal of shoreline vegetation within the Property that provides shading to the upper intertidal zone,
 - (ii) changes in typical spawning behavior,
 - (iii) destruction or disturbance of spawning substrate or aquatic vegetation used for spawning, and
 - (iv) interruption of existing sediment transport mechanisms such as longshore current or wave energy.
 - (7) Tenant shall orient and shield lighting fixtures attached to overwater structures in a manner that minimizes the amount of light shining directly on the water, minimizes the amount of glare on the water, and minimizes the amount of light broadcasting into the night sky. Tenant shall implement the following measures to achieve this requirement:
 - (i) Tenant shall direct light to walkways,
 - (ii) Tenant shall use light shields which prevent light from being emitted upward and prevent glare on the water,] AND/OR
 - (iii) Tenant shall use fixtures that do not emit light upward,] AND/OR
 - (iv) Tenant shall use lights that are “warm-white” or filtered.

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- (8) If Tenant is constructing a new or rebuilding an existing boat ramp or launch, Tenant shall construct boat ramps and launches to minimize:
 - (i) interruption of longshore current,
 - (ii) the need for shoreline armoring,
 - (iii) interruption of natural hydrology (wave energy, longshore current, or other),
 - (iv) impacts to Surf Smelt (*Hypomesus pretiosus*).
- (9) Tenant shall not allow new floating structures to come in contact with underlying bedlands (commonly referred to as “grounding out”). Tenant must either (1) locate all new floating structures in water too deep to permit grounding out or (2) install stoppers sufficient to prevent grounding, keeping the bottom of the structure above the level of the substrate.

7.5 Tenant-Owned Improvements.

- (a) Removal of Tenant-Owned Improvements upon termination.
 - (1) Tenant shall remove Tenant-Owned Improvements in accordance with Paragraph 7.3 upon the termination of the Lease unless State waives the requirement for removal.
 - (2) Tenant-Owned Improvements remaining on the Property after the termination of the Lease shall become State-Owned Improvements without payment by State, unless State elects otherwise. State may refuse or waive ownership.
 - (3) If Tenant-Owned Improvements remain on the Property after the termination of the Lease without State’s consent, State may remove all Improvements and Tenant shall pay State’s costs.
- (b) Conditions Under Which State May Waive Removal of Tenant-Owned Improvements.
 - (1) State may waive removal of any Tenant-Owned Improvements whenever State determines that it is in the best interests of the State of Washington, and regardless of whether Tenant enters into a new Lease for the Property.
 - (2) If Tenant enters into a new Lease for the Property, State may waive requirement to remove Tenant-Owned Improvements. State also may consent to Tenant’s continued ownership of Tenant-Owned Improvements.
 - (3) If Tenant does not enter into a new Lease for the Property, State may waive requirement to remove Tenant-Owned Improvements upon consideration of a timely request from Tenant, as follows:
 - (i) Tenant shall submit its request to leave Tenant-Owned Improvements to State at least one (1) year before the Termination Date.

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- (ii) State, within ninety (90) days of receiving Tenant's request, will notify Tenant whether State consents to any Tenant-Owned Improvements remaining. State has no obligation to grant consent.
 - (iii) State's failure to respond to Tenant's request to leave Improvements within ninety (90) days is a denial of the request.
- (c) Tenant's Obligations if State Waives Removal.
 - (1) For any Tenant-Owned Improvements that State has waived the requirement for removal, Tenant shall not remove such Tenant-Owned Improvements.
 - (2) For any Tenant-Owned Improvements that State has waived the requirement for removal, Tenant shall maintain such Tenant-Owned Improvements in accordance with this Lease until the termination of the Lease. Tenant is liable to State for cost of repair if Tenant causes or allows damage to Tenant-Owned Improvements State has designated to remain.

7.6 Unauthorized Improvements.

- (a) Unauthorized Improvements belong to State, unless State elects otherwise.
- (b) The placement of Unauthorized Improvements on the Property is a default of the Lease. State may require removal of any or all Unauthorized Improvements. If State requires removal of Unauthorized Improvements and if Tenant fails to remove the Unauthorized Improvements, State may remove the Unauthorized Improvements and Tenant shall pay for the cost of removal and disposal.
- (c) In addition to requiring removal of Unauthorized Improvements, State may charge Tenant a use fee that is sixty percent (60%) higher than the full market value of the use of the land for the Unauthorized Improvements from the time of installation or construction until the time the Unauthorized Improvements are removed.
- (d) If State consents to Unauthorized Improvements remaining on the Property, upon State's consent, the Unauthorized Improvements will be treated as Tenant-Owned Improvements and the removal and ownership of such Improvements shall be governed by Paragraph 7.5. If State consents to the Unauthorized Improvements remaining on the Property, State may charge a use fee that is sixty percent (60%) higher than the full market value of the use of the land for the Unauthorized Improvements from the time of installation or construction until State consents.

7.7 Personal Property.

- (a) Tenant retains ownership of Personal Property unless Tenant and State agree otherwise in writing.
- (b) Tenant shall remove Personal Property from the Property by the termination of the Lease. Tenant is liable for damage to the Property and any Improvements that may result from removal of Personal Property.
- (c) State may sell or dispose of all Personal Property left on the Property after the termination of the Lease.

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- (1) If State conducts a sale of Personal Property, State shall first apply proceeds to State's costs of removing the Personal Property, State's costs in conducting the sale, and any other payment due from Tenant to State. State shall pay the remainder, if any, to the Tenant. Tenant shall be liable for any costs of removing the Personal Property and conducting the sale that exceed the proceeds received by State.
- (2) If State disposes of Personal Property, Tenant shall pay for the cost of removal and disposal.

SECTION 8 ENVIRONMENTAL LIABILITY/RISK ALLOCATION

8.1 Definitions.

- (a) "Hazardous Substance" means any substance that now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination, pollution, or cleanup.
- (b) "Release or threatened release of Hazardous Substance" means a release or threatened release as defined under any law described in Paragraph 8.1(a).
- (c) "Utmost care" means such a degree of care as would be exercised by a very careful, prudent, and competent person under the same or similar circumstances; the utmost care required under RCW 70A.305.040(3)(a)(iii) of the Washington State Model Toxics Control Act.
- (d) "Tenant and affiliates" when used in this Section 8 means Tenant or Tenant's subtenants, contractors, agents, employees, guests, invitees, licensees, affiliates, or any person on the Property with the Tenant's permission.
- (e) "Liabilities" as used in this Section 8 means any claims, demands, proceedings, lawsuits, damages, costs, expenses, fees (including attorneys' fees and disbursements), penalties, or judgments.

8.2 General Conditions.

- (a) Tenant's obligations under this Section 8 extend to the area in, on, under, or above:
 - (1) The Property; and
 - (2) Adjacent state-owned aquatic lands if affected by a release of Hazardous Substances that occurs as a result of the Permitted Use.
- (b) Standard of Care.
 - (1) Tenant shall exercise the utmost care with respect to Hazardous Substances.
 - (2) Tenant shall exercise utmost care for the foreseeable acts or omissions of third parties with respect to Hazardous Substances, and the foreseeable consequences of those acts or omissions, to the extent required to establish a viable, third-party defense under the law.

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8.3 Current Conditions and Duty to Investigate.

- (a) State makes no representation about the condition of the Property or adjacent state-owned aquatic lands. Hazardous Substances may exist in, on, under, or above the Property or adjacent state-owned aquatic lands.
- (b) This Lease does not impose a duty on State to conduct investigations or supply information to Tenant about Hazardous Substances.
- (c) Tenant is responsible for conducting all appropriate inquiry and gathering sufficient information about the existence, scope, and location of Hazardous Substances on or near the Property necessary for Tenant to meet Tenant's obligations under this Lease and utilize the Property for the Permitted Use.

8.4 Use of Hazardous Substances.

- (a) Tenant and affiliates shall not use, store, generate, process, transport, handle, release, or dispose of Hazardous Substances, except in accordance with all applicable laws.
- (b) Tenant shall not undertake, or allow others to undertake by Tenant's permission, acquiescence, or failure to act, activities that result in a release or threatened release of Hazardous Substances.
- (c) If use of Hazardous Substances related to Tenant's Permitted Use or Tenant's use or occupancy of the Property results in violation of law:
 - (1) Tenant shall submit to State any plans for remedying the violations, and
 - (2) Tenant shall implement any remedial measures to restore the Property or natural resources that State may require in addition to remedial measures required by regulatory authorities.

8.5 Management of Contamination, if any.

- (a) Tenant and affiliates shall not undertake activities that:
 - (1) Damage or interfere with the operation of remedial or restoration activities, if any;
 - (2) Result in human or environmental exposure to contaminated sediments, if any;
 - (3) Result in the mechanical or chemical disturbance of on-site habitat mitigation, if any.
- (b) If requested, Tenant shall allow reasonable access to:
 - (1) Employees and authorized agents of the United States Environmental Protection Agency (EPA), the Washington State Department of Ecology, health department, or other similar environmental agencies; and
 - (2) Potentially liable or responsible parties who are the subject of an order or consent decree that requires access to the Property. Tenant may negotiate an access agreement with such parties, but Tenant may not unreasonably withhold such agreement.

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8.6 Notification and Reporting.

- (a) Tenant shall immediately notify State if Tenant becomes aware of any of the following:
 - (1) A release or threatened release of Hazardous Substances;
 - (2) Any new discovery of or new information about a problem or liability related to, or derived from, the presence of Hazardous Substances;
 - (3) Any lien or action arising from Hazardous Substances;
 - (4) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances;
 - (5) Any notification from the EPA or the Washington State Department of Ecology that remediation or removal of Hazardous Substances is or may be required at the Property.
- (b) Tenant's duty to report under Paragraph 8.6(a) extends to lands described in Paragraph 8.2(a) and to any other property used by Tenant in conjunction with the Property if a release of Hazardous Substances on the other property could affect the Property.
- (c) Tenant shall provide State with copies of all documents Tenant submits to any federal, state or local authorities concerning environmental impacts or proposals relative to the Property. Documents subject to this requirement include, but are not limited to, applications, reports, studies, or audits for National Pollutant Discharge Elimination System permits; United States Army Corps of Engineers permits; State Hydraulic Project Approvals (HPA); State Water Quality Certifications; Shoreline Substantial Development permits; and any reporting necessary for the existence, location, and storage of Hazardous Substances on the Property.

8.7 Indemnification.

- (a) Tenant shall fully indemnify, defend, and hold harmless State from and against Liabilities that arise out of, or relate to:
 - (1) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by Tenant and affiliates occurring whenever Tenant occupies or has occupied the Property;
 - (2) The release or threatened release of any Hazardous Substance resulting from any act or omission of Tenant and affiliates occurring whenever Tenant occupies or has occupied the Property.
- (b) Tenant shall fully indemnify, defend, and hold harmless State for Liabilities that arise out of or relate to Tenant's breach of obligations under Paragraph 8.5.
- (c) If Tenant fails to exercise care as described in Paragraph 8.2(b)(2), Tenant shall fully indemnify, defend, and hold harmless State from and against Liabilities arising from the acts or omissions of third parties in relation to the release or threatened release of Hazardous Substances.

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8.8 Reservation of Rights.

- (a) For Liabilities not covered by the indemnification provisions of Paragraph 8.7, the Parties expressly reserve and do not waive any rights, claims, immunities, causes of action, or defenses relating to Hazardous Substances that either Party may have against the other under law.
- (b) The Parties expressly reserve all rights, claims, immunities, and defenses that either Party may have against third parties. Nothing in this Section 8 benefits or creates rights for third parties.
- (c) The allocations of risks, Liabilities, and responsibilities set forth in this Section 8 do not release either Party from or affect the liability of either Party for Hazardous Substances claims or actions by regulatory agencies.

8.9 Cleanup.

- (a) If Tenant's act, omission, or breach of obligation under Paragraph 8.4 results in a release of Hazardous Substances that exceeds the threshold limits of any applicable regulatory standard, Tenant shall, at Tenant's sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances in accordance with applicable law.
- (b) If a cleanup is eligible for the Washington State Department of Ecology's Voluntary Cleanup Program, Tenant may undertake a cleanup of the Property pursuant to the Washington State Department of Ecology's Voluntary Cleanup Program, provided that Tenant cooperates with the Department of Natural Resources in development of cleanup plans. Tenant shall not proceed with Voluntary Cleanup without the Department of Natural Resources' approval of final plans. Nothing in the operation of this provision is an agreement by the Department of Natural Resources that the Voluntary Cleanup complies with any laws or with the provisions of this Lease. Tenant's completion of a Voluntary Cleanup is not a release from or waiver of any obligation for Hazardous Substances under this Lease.

8.10 Sampling by State, Reimbursement, and Split Samples.

- (a) State may enter the Property and conduct sampling, tests, audits, surveys, or investigations ("Tests") of the Property at any time to determine the existence, scope, or effects of Hazardous Substances.
- (b) If such Tests, along with any other information, demonstrate a breach of Tenant's obligations regarding Hazardous Substances under this Lease, Tenant shall promptly reimburse State for all costs associated with such Tests, provided State gave Tenant thirty (30) days' advance notice in nonemergencies and reasonably practical notice in emergencies.
- (c) In nonemergencies, Tenant is entitled to obtain split samples of Test samples, provided Tenant gives State written notice requesting split samples at least ten (10) days before State conducts Tests. Upon demand, Tenant shall promptly reimburse State for additional cost, if any, of split samples.

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- (d) If either Party conducts Tests on the Property, the conducting Party shall provide the other Party with validated final data and quality assurance/quality control/chain of custody information about the Tests within sixty (60) days of a written request by the other Party, unless Tests are part of a submittal under Paragraph 8.6(c) in which case Tenant shall submit data and information to State without written request by State. Neither party is obligated to provide any analytical summaries or the work product of experts.

SECTION 9 ASSIGNMENT AND SUBLETTING

9.1 State Consent Required. Tenant shall not sell, convey, mortgage, assign, pledge, sublease, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or the Property without State's prior written consent, which shall be at State's sole discretion.

- (a) In determining whether to consent, State may consider, among other items, the proposed transferee's financial condition, business reputation, and experience, the nature of the proposed transferee's business, the then-current value of the Property, and such other factors as may reasonably bear upon the suitability of the transferee as a tenant of the Property. State may refuse its consent to any conveyance, transfer, or encumbrance if it will result in a subdivision of the leasehold. Tenant shall submit information regarding any proposed transferee to State at least thirty (30) days prior to the date of the proposed transfer.
- (b) State reserves the right to condition its consent upon:
 - (1) Changes in the terms and conditions of this Lease, including, but not limited to, the Annual Rent; and/or
 - (2) The agreement of Tenant or transferee to conduct Tests for Hazardous Substances on the Property or on other property owned or occupied by Tenant or the transferee.
- (c) Each permitted transferee shall assume all obligations under this Lease, including the payment of rent. No assignment, sublet, or transfer shall release, discharge, or otherwise affect the liability of Tenant. Tenant shall remain liable for the full and complete performance, satisfaction, and compliance with the terms of this Lease.
- (d) State's consent under this Paragraph 9.1 does not constitute a waiver of any claims against Tenant for the violation of any term of this Lease.

9.2 Rent Payments Following Assignment. The acceptance by State of the payment of rent following an assignment or other transfer does not constitute consent to any assignment or transfer.

9.3 Terms of Subleases.

- (a) Tenant shall submit the terms of all subleases to State for prior approval.
- (b) Tenant shall incorporate the following requirements in all subleases:

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- (1) The sublease must be consistent with and subject to all the terms and conditions of this Lease;
- (2) The sublease must provide that this Lease controls if the terms of the sublease conflict with the terms of this Lease;
- (3) The term of the sublease (including any period of time covered by a renewal option) must end before the Termination Date of the initial Term or any renewal term;
- (4) The sublease must terminate if this Lease terminates for any reason;
- (5) The sublease must include an acknowledgment that the subtenant has received a copy of this Lease;
- (6) The sublease must prohibit the prepayment to Tenant by the subtenant of more than one year of rent;
- (7) The sublease must identify the rental amount subtenant is to pay to Tenant;
- (8) The sublease must provide that there is no privity of contract between the subtenant and State;
- (9) The sublease must require removal of the subtenant's Improvements and Personal Property upon termination of the sublease;
- (10) The subtenant's permitted use must be within the scope of the Permitted Use;
- (11) The sublease must require the subtenant to indemnify, defend, and hold harmless State to the same extent Tenant is required to indemnify, defend, and hold harmless State under this Lease ;
- (12) The sublease must require the subtenant to meet the Insurance requirements under Section 10 unless State agrees in writing to exempt a subtenant from this requirement;
- (13) The sublease must require the subtenant to comply with the Financial Security requirements under Section 10; and
- (14) If the sublease includes moorage of a vessel, the sublease must require the subtenant to procure marine insurance as set forth in Paragraph 10.2(c)(4) of this Lease.

9.4 Event of Assignment. If Tenant is a corporation, dissolution of the corporation or a transfer (by one or more transactions) of a majority of the voting stock of Tenant is an assignment of this Lease. If Tenant is a partnership, dissolution of the partnership or a transfer (by one or more transactions) of the controlling interest in Tenant is an assignment of this Lease. If Tenant is a limited liability company, conveyance of an economic interest of greater than fifty percent (50%) is an assignment of this Lease. Assignments defined in this Paragraph 9.4 require State's consent under Paragraph 9.1.

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SECTION 10 INDEMNITY, INSURANCE, FINANCIAL SECURITY

10.1 Indemnity.

- (a) Tenant shall indemnify, defend, and hold harmless State, its employees, officials, officers, and agents from any Claim arising out of the Permitted Use, any Claim arising out of activities related to the Permitted Use, and any Claim arising out of the use, occupation, or control of the Property by Tenant, its subtenants, contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees, to the fullest extent permitted by law and subject to the limitations provided below.
- (b) “Claim” as used in this Paragraph 10.1 means any financial loss, claim, suit, action, damages, expenses, costs, fees (including attorneys’ fees), fines, penalties, or judgments attributable to: bodily injury; sickness; disease; death; and damages to tangible property, including, but not limited to, land, aquatic life, and other natural resources. “Damages to tangible property” includes, but is not limited to, physical injury to tangible property, diminution in value to tangible property, damages resulting from loss of use of tangible property, and loss or diminution of natural resource values.
- (c) State shall not require Tenant to indemnify, defend, and hold harmless State, or its employees, officials, officers, and agents for a Claim caused solely by or resulting solely from the negligence or willful act of State, its employees, officials, officers, or agents.
- (d) Tenant specifically and expressly waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51 RCW in connection with its obligation to indemnify, defend, and hold harmless State and its employees, officials, officers, and agents. Further, Tenant’s obligation under this Lease to indemnify, defend, and hold harmless State and its employees, officials, officers, and agents shall not be limited in any way by any limitation on amount or type of damages, compensation, or benefits payable to or for any third party under the workers’ compensation acts.
- (e) Only to the extent RCW 4.24.115 applies and requires such a limitation, if a Claim is caused by or results from the concurrent negligence of (a) State or State’s employees, officials, officers, or agents, and (b) the Tenant or Tenant’s subtenants, agents, or employees, these indemnity provisions shall be valid and enforceable only to the extent of the negligence of the Tenant and those acting on its behalf.
- (f) Section 8, Environmental Liability/Risk Allocation, exclusively shall govern Tenant’s liability to State for Hazardous Substances and its obligation to indemnify, defend, and hold harmless State for Hazardous Substances.

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10.2 Insurance Terms.

(a) Insurance Required.

- (1) Tenant certifies that on the Commencement Date of this Lease it is a member of a self-insured risk pool for all the liability exposures, its self-insurance plan satisfies all State requirements, and its self-insurance plan provides coverage equal to that required in this Paragraph 10.2 and by Paragraph 10.3, Insurance Types and Limits. Tenant shall provide to State evidence of its status as a member of a self-insured risk pool. Upon request by State, Tenant shall provide a written description of its financial condition and/or the self-insured funding mechanism. Tenant shall provide State with at least thirty (30) days' written notice prior to any material changes to Tenant's self-insured funding mechanism. If during the Term Tenant's self-insurance plan fails to provide coverage equal to that required in Paragraph 10.2 and Paragraph 10.3 of this Lease, Tenant shall procure additional commercial insurance coverage to meet the requirements of this Lease. The requirements in Paragraph 10.2(a)(3) and (4) only apply where the Tenant procures additional commercial insurance to meet the requirements of this Lease.
- (2) Unless State agrees to an exception, Tenant shall provide insurance issued by an insurance company or companies admitted to do business in the State of Washington and have a rating of A- or better by the most recently published edition of A.M. Best's Insurance Reports. Tenant may submit a request to the risk manager for the Department of Natural Resources to approve an exception to this requirement. If an insurer is not admitted, the insurance policies and procedures for issuing the insurance policies shall comply with Chapter 48.15 RCW and 284-15 WAC.
- (3) All general liability, excess, umbrella and pollution legal liability insurance policies must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, officers, agents, and employees as an additional insured by way of endorsement.
- (4) All property insurance, builder's risk insurance, and equipment breakdown insurance must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, officers, agents, and employees as a loss payee.
- (5) All insurance provided in compliance with this Lease must be primary as to any other insurance or self-insurance programs afforded to or maintained by State.

(b) Waiver.

- (1) Tenant waives all rights against State for recovery of damages to the extent insurance maintained pursuant to this Lease covers these damages.
- (2) Except as prohibited by law, Tenant waives all rights of subrogation against State for recovery of damages to the extent that they are covered by insurance maintained pursuant to this lease.

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- (c) Proof of Insurance.
 - (1) Tenant shall provide State with a certificate(s) and endorsement(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with insurance requirements specified in this Lease; and, if requested, copies of policies to State.
 - (2) The certificate(s) of insurance must reference the Lease number.
 - (3) Receipt of such certificates, endorsements or policies by State does not constitute approval by State of the terms of such policies.
- (d) State must receive written notice before cancellation or non-renewal of any insurance required by this Lease, as follows:
 - (1) Insurers subject to RCW 48.18 (admitted and regulated by the Insurance Commissioner): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State forty-five (45) days' advance notice of cancellation or non-renewal.
 - (2) Insurers subject to RCW 48.15 (surplus lines): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State twenty (20) days' advance notice of cancellation or non-renewal.
- (e) Adjustments in Insurance Coverage.
 - (1) State may impose changes in the limits of liability for all types of insurance as State deems necessary.
 - (2) Tenant shall secure new or modified insurance coverage within thirty (30) days after State requires changes in the limits of liability.
- (f) If Tenant fails to procure and maintain the insurance required in this Lease within fifteen (15) days after Tenant receives a notice to comply from State, State may either:
 - (1) Deem the failure an Event of Default under Section 14 and terminate the Lease without giving Tenant any further opportunity to cure, or
 - (2) Procure and maintain comparable substitute insurance and pay the premiums. Upon demand, Tenant shall pay to State the full amount paid by State, together with interest at the rate provided in Paragraph 6.3 from the date of State's notice of the expenditure until Tenant's repayment.
- (g) General Terms.
 - (1) State does not represent that coverage and limits required under this Lease are adequate to protect Tenant.
 - (2) Coverage and limits do not limit Tenant's liability for indemnification and reimbursements granted to State under this Lease.
 - (3) The Parties shall use any insurance proceeds payable by reason of damage or destruction to property first to restore the real property covered by this Lease, then to pay the cost of the reconstruction, then to pay State any sums in arrears, and then to Tenant.

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10.3 Insurance Types and Limits.

- (a) General Liability Insurance.
 - (1) Tenant shall maintain commercial general liability insurance (CGL) or marine general liability (MGL) covering claims for bodily injury, personal injury, or property damage arising on the Property and/or arising out of Tenant's use, occupation, or control of the Property and, if necessary, commercial umbrella insurance with a limit of not less than One Million Dollars (\$1,000,000) per each occurrence. If such CGL or MGL insurance contains aggregate limits, the general aggregate limit must be at least twice the "each occurrence" limit. CGL or MGL insurance must have products-completed operations aggregate limit of at least two times the "each occurrence" limit.
 - (2) CGL insurance must be written on Insurance Services Office (ISO) Occurrence Form CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.
 - (3) MGL insurance must have no exclusions for non-owned watercraft.
- (b) Workers' Compensation.
 - (1) State of Washington Workers' Compensation.
 - (i) Tenant shall comply with all State of Washington workers' compensation statutes and regulations. Tenant shall provide workers' compensation coverage for all employees of Tenant. Coverage must include bodily injury (including death) by accident or disease, which arises out of or in connection with Tenant's use, occupation, and control of the Property.
 - (ii) If Tenant fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Tenant shall indemnify State. Indemnity shall include all fines; payment of benefits to Tenant, employees, or their heirs or legal representatives; and the cost of effecting coverage on behalf of such employees.
 - (2) Longshore and Harbor Workers' and Jones Acts. The Longshore and Harbor Workers' Act (33 U.S.C. Section 901 *et seq.*) and/or the Jones Act (46 U.S.C. Section 30104) may require Tenant to provide insurance coverage in some circumstances. Tenant shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with the law. Tenant is responsible for all civil and criminal liability arising from failure to maintain such coverage.

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- (c) Employers' Liability Insurance. Tenant shall procure employers' liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident and One Million Dollars (\$1,000,000) each employee for bodily injury by disease.
- (d) Property Insurance.
 - (1) Tenant shall buy and maintain property insurance covering all real property and fixtures, equipment, tenant improvements and betterments (regardless of whether owned by Tenant or State). Such insurance must be written on an all risks basis and, at minimum, cover the perils insured under ISO Special Causes of Loss Form CP 10 30, and cover the full replacement cost of the property insured. Such insurance may have commercially reasonable deductibles. Any coinsurance requirement in the policy must be waived.
 - (2) Tenant shall buy and maintain equipment breakdown insurance covering all real property and fixtures, equipment, tenant improvements and betterments (regardless of whether owned by Tenant or State) from loss or damage caused by the explosion of equipment, fired or unfired vessels, electric or steam generators, electrical arcing, or pipes.
 - (3) In the event of any loss, damage, or casualty that is covered by one or more of the types of insurance described above, the Parties shall proceed cooperatively to settle the loss and collect the proceeds of such insurance, which State shall hold in trust, including interest earned by State on such proceeds, for use according to the terms of this Lease. The Parties shall use insurance proceeds in accordance with Paragraph 10.2(g)(3).
 - (4) When sufficient funds are available, using insurance proceeds described above, the Parties shall continue with reasonable diligence to prepare plans and specifications for, and thereafter carry out, all work necessary to:
 - (i) Repair and restore damaged building(s) and/or Improvements to their former condition, or
 - (ii) Replace and restore damaged building(s) and/or Improvements with a new building(s) and/or Improvements on the Property of a quality and usefulness at least equivalent to or more suitable than, damaged building(s) and/or Improvements.
- (e) Builder's Risk Insurance.
 - (1) Tenant shall procure and maintain in force, or require its contractor(s) to procure and maintain in force, builder's risk insurance on the entire work during the period construction is in progress and until completion of the project and acceptance by State. Such insurance must be written on a completed form and in an amount equal to the value of the completed building and/or Improvements, subject to subsequent modifications to the sum. The insurance must be written on a replacement cost basis. The

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- insurance must name Tenant, all contractors, and all subcontractors in the work as insured.
- (2) Insurance described above must cover or include the following:
 - (i) All risks of physical loss except those specifically excluded in the policy, including loss or damage caused by collapse;
 - (ii) The entire work on the Property, including reasonable compensation for architect's services and expenses made necessary by an insured loss;
 - (iii) Portions of the work located away from the Property but intended for use at the Property, and portions of the work in transit;
 - (iv) Scaffolding, falsework, and temporary buildings located on the Property; and
 - (v) The cost of removing debris, including all demolition as made legally necessary by the operation of any law, ordinance, or regulation.
 - (3) Tenant or Tenant's contractor(s) is responsible for paying any part of any loss not covered because of application of a deductible contained in the policy described above.
 - (4) Tenant or Tenant's contractor(s) shall buy and maintain equipment breakdown insurance covering insured objects during installation and until final acceptance by permitting authority. If testing is performed, such insurance must cover such operations. The insurance must name Tenant, all contractors, and subcontractors in the work as insured.

10.4 Financial Security.

- (a) On the Commencement Date of this Lease, Tenant is not required to procure and maintain a corporate security bond or other financial security ("Security"). During the Term, State may require Tenant to procure and maintain Security upon any of the events listed in Paragraph 10.4(c)(1). Tenant's failure to maintain the Security in the required amount during the Term constitutes a breach of this Lease.
- (b) All Security must be in a form acceptable to State.
 - (1) Bonds must be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports, unless State approves an exception in writing. Tenant may submit a request to the Risk Manager for the Department of Natural Resources for an exception to this requirement.
 - (2) Letters of credit, if approved by State, must be irrevocable, allow State to draw funds at will, provide for automatic renewal, and comply with RCW 62A.5-101, *et. seq.*
 - (3) Savings account assignments, if approved by State, must allow State to draw funds at will.
- (c) Adjustment in Amount of Security.

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- (1) State may require an adjustment in the Security amount:
 - (i) At the same time as revaluation of the Annual Rent,
 - (ii) As a condition of approval of assignment or sublease of this Lease,
 - (iii) Upon a material change in the condition or disposition of any Improvements, or
 - (iv) Upon a change in the Permitted Use.
- (2) Tenant shall deliver a new or modified form of Security to State within thirty (30) days after State has required adjustment of the amount of the Security.
- (d) Upon any default by Tenant in its obligations under this Lease, State may collect on the Security to offset the liability of Tenant to State. Collection on the Security does not (1) relieve Tenant of liability, (2) limit any of State's other remedies, (3) reinstate the Lease or cure the default or (4) prevent termination of the Lease because of the default.

SECTION 11 MAINTENANCE AND REPAIR

11.1 State's Repairs. State shall not be required to make any alterations, maintenance, replacements, or repairs in, on, or about the Property, or any part thereof, during the Term.

11.2 Tenant's Repairs, Alteration, Maintenance and Replacement.

- (a) Tenant shall, at its sole cost and expense, keep and maintain the Property and all Improvements in good order and repair, in a clean, attractive, and safe condition.
- (b) Tenant shall, at its sole cost and expense, make any and all additions, repairs, alterations, maintenance, replacements, or changes to the Property or to any Improvements on the Property that may be required by any public authority having jurisdiction over the Property and requiring it for public health, safety and welfare purposes.
- (c) Except as provided in Paragraph 11.2(d), all additions, repairs, alterations, maintenance, replacements or changes to the Property and to any Improvements on the Property shall be made in accordance with, and ownership shall be governed by, Section 7, above.
- (d) Routine maintenance and repair are acts intended to prevent a decline, lapse, or cessation of the Permitted Use and associated Improvements. Routine maintenance or repair that does not require regulatory permits does not require authorization from State pursuant to Section 7.

11.3 Limitations. The following limitations apply whenever Tenant conducts maintenance, repair, replacement, alterations, or additions. The following limitations also apply whenever Tenant conducts Work on the Property.

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- (a) Tenant shall not use or install treated wood on decking, docks, rafts, floats, wharves, piers, fixed docks, gangways, pilings, or any other structure at any location above or below water, except that Tenant may use Ammoniacal Copper Zinc Arsenate (ACZA) treated wood for above water structural framing. Tenant shall never use Chromated Copper Arsenate (CCA), Alkaline Copper Quaternary (ACQ), or creosote-treated wood at any location.
- (b) Tenant shall not use or install tires (for example, floatation or fenders) at any location above or below water.
- (c) Tenant shall install only floatation material encapsulated in a shell resistant to ultraviolet radiation and abrasion. The shell must be capable of preventing breakup and loss of floatation material into the water.

SECTION 12 DAMAGE OR DESTRUCTION

12.1 Notice and Repair.

- (a) In the event of any damage to or destruction of the Property or any Improvements, Tenant shall immediately notify State, with subsequent written notice to State within five (5) days.
- (b) Unless otherwise agreed in writing, Tenant shall promptly reconstruct, repair, or replace the Property and Improvements in accordance with Section 7 and Tenant's additional obligations in Exhibit B, if any.

12.2 State's Waiver of Claim. State does not waive any claims for damage or destruction of the Property unless State provides written notice to Tenant of each specific claim waived.

12.3 Insurance Proceeds. Tenant's duty to reconstruct, repair, or replace any damage or destruction of the Property or any Improvements on the Property is not conditioned upon the availability of any insurance proceeds to Tenant from which the cost of repairs, reconstruction, replacement, removal, or restoration may be paid. The Parties shall use insurance proceeds in accordance with Paragraph 10.2(g)(3).

12.4 Rent in the Event of Damage or Destruction. Unless the Parties agree to terminate this Lease, there is no abatement or reduction in rent during such reconstruction, repair, and replacement.

12.5 Default at the Time of Damage or Destruction. If Tenant is in default under the terms of this Lease at the time damage or destruction occurs, State may elect to terminate the Lease and State then shall have the right to retain any insurance proceeds payable as a result of the damage or destruction.

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SECTION 13 CONDEMNATION

13.1 Definitions.

- (a) "Taking" means that an entity authorized by law exercises the power of eminent domain, either by judgment, settlement in lieu of judgment, or voluntary conveyance in lieu of formal court proceedings, over all or any portion of the Property and Improvements. This includes any exercise of eminent domain on any portion of the Property and Improvements that, in the judgment of State, prevents or renders impractical the Permitted Use.
- (b) "Date of Taking" means the date upon which title to the Property or a portion of the Property passes to and vests in the condemner or the effective date of any order for possession if issued prior to the date title vests in the condemner.

13.2 Effect of Taking. If there is a taking, the Lease terminates proportionate to the extent of the taking. If this Lease terminates in whole or in part, Tenant shall make all payments due and attributable to the taken Property up to the date of taking. If Tenant has pre-paid rent and Tenant is not in default of the Lease, State shall refund Tenant the pro rata share of the pre-paid rent attributable to the period after the date of taking.

13.3 Allocation of Award.

- (a) The Parties shall allocate the condemnation award based upon the ratio of the fair market value of (1) Tenant's leasehold estate and Tenant-Owned Improvements and (2) State's interest in the Property; the reversionary interest in Tenant-Owned Improvements, if any; and State-Owned Improvements, if any.
- (b) If Tenant and State are unable to agree on the allocation, the Parties shall submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association.

SECTION 14 DEFAULT AND REMEDIES

14.1 Default Defined. Tenant is in default of this Lease on the occurrence of any of the following:

- (a) Failure to pay rent or other expenses when due;
- (b) Failure to comply with any law, regulation, policy, or order of any lawful governmental authority;
- (c) Failure to comply with any other provision of this Lease; or
- (d) Commencement of bankruptcy proceedings by or against Tenant or the appointment of a trustee or receiver of Tenant's property.

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14.2 Tenant's Right to Cure.

- (a) A default becomes an "Event of Default" if Tenant fails to cure the default within the applicable cure period following State's written notice of default. Upon an Event of Default, State may seek remedies under Paragraph 14.3.
- (b) Unless expressly provided elsewhere in this Lease, the cure period is ten (10) days for failure to pay rent or other monetary defaults; for other defaults, the cure period is thirty (30) days. This cure period does not apply where State terminates this Lease under Paragraph 10.2(f) or Paragraph 12.5.
- (c) For nonmonetary defaults not capable of cure within thirty (30) days, Tenant may submit a reasonable alternative cure schedule for State's approval, which State has discretion to grant or deny. The default is not an Event of Default if State approves the alternative cure schedule and Tenant cures the default in accordance with the approved alternative cure schedule.
- (d) State may elect to deem a default by Tenant as an Event of Default if the default occurs within six (6) months after a default by Tenant for which State has provided notice and opportunity to cure and regardless of whether the first and subsequent defaults are of the same nature.

14.3 Remedies.

- (a) Upon an Event of Default, State may terminate this Lease and remove Tenant by summary proceedings or otherwise.
- (b) State's Rights to Cure Tenant's Defaults.
 - (1) If an Event of Default occurs, State may, without terminating this Lease, remedy the default (in whole or in part) on behalf of Tenant at Tenant's expense. Tenant shall pay State all costs, expenses, fees, and damages incurred by State in connection therewith.
 - (2) If Tenant is in default under the terms of the Lease, and State determines that such default poses an imminent threat of injury or damage to persons or property, State may enter the Property and take actions to eliminate, mitigate, or remedy the imminent threat at Tenant's expense. On demand by State, Tenant shall pay State the amount of all costs, expenses, and fees incurred by State in connection therewith.
 - (3) The rights given to State under Paragraph 14.3(b)(1)-(2) shall neither impose a duty on State nor excuse any failure on Tenant's part to comply with any term, covenant, or condition of this Lease.
- (c) Without terminating this Lease, State may relet the Property on any terms and conditions as State may decide are appropriate.
 - (1) State shall apply rent received by reletting: (1) to the payment of any indebtedness other than rent due from Tenant to State; (2) to the payment of any cost of such reletting; (3) to the payment of the cost of any alterations and repairs to the Property; and (4) to the payment of rent and

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- leasehold excise tax due and unpaid under this Lease. State shall hold and apply any balance to Tenant's future rent as it becomes due.
- (2) Tenant is responsible for any deficiency created by the reletting during any month and shall pay the deficiency monthly.
 - (3) At any time after reletting, State may elect to terminate this Lease for the previous Event of Default.
 - (d) State's reentry or repossession of the Property under Paragraph 14.3 is not an election to terminate this Lease or cause a forfeiture of rents or other charges Tenant is obligated to pay during the balance of the Term, unless (1) State gives Tenant written notice of termination or (2) a legal proceeding decrees termination.
 - (e) The remedies specified under this Paragraph 14.3 are not exclusive of any other remedies or means of redress to which State is lawfully entitled for Tenant's default or threatened default of any provision of this Lease.

SECTION 15 ENTRY BY STATE

15.1 Right to Enter The Property.

- (a) State and persons authorized by State may, without notice to Tenant, enter the Property and any Improvements on the Property at any reasonable hour to inspect the Property and Improvements, to inspect for compliance with the terms of this Lease, to monitor impacts to habitat, to survey habitat and species, enforce the terms of the Lease, or to exercise any right of State under the Lease or the law.
- (b) State and persons authorized by State, may enter the Property and any Improvements at any time without notice in the case of an imminent threat of injury or damage to persons or property or to prevent waste on the Property.

15.2 Disclaimer. State's failure to inspect the Property does not constitute a waiver of any rights or remedies under this Lease. The rights given to State under this Section 15 do not impose, nor does State assume by reason thereof, any responsibility for the care, maintenance, or supervision of the Property or any part thereof.

15.3 Right to Enter Tenant's Land. Tenant grants State and persons authorized by State permission to cross Tenant's private upland and tideland property to access the Property.

SECTION 16 DISCLAIMER OF QUIET ENJOYMENT

16.1 No Guaranty or Warranty.

- (a) State believes that this Lease is consistent with the Public Trust Doctrine and that none of the third-party interests identified in Paragraph 1.1(b) will materially or adversely affect Tenant's right of possession and use of the Property, but State makes no guaranty or warranty to that effect.

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- (b) State disclaims and Tenant releases State from any claim for breach of any implied covenant of quiet enjoyment. This disclaimer and release includes, but is not limited to, interference arising from exercise of rights under the Public Trust Doctrine; Treaty rights held by Indian Tribes; and the general power and authority of State and the United States with respect to aquatic lands and navigable waters.
- (c) Tenant is responsible for determining the extent of Tenant's right to possession and for defending Tenant's leasehold interest.

16.2 Eviction by Third-Party. If a third-party evicts Tenant, this Lease terminates as of the date of the eviction. In the event of a partial eviction, Tenant's rent obligations abate as of the date of the partial eviction, in direct proportion to the extent of the eviction; this Lease shall remain in full force and effect in all other respects.

SECTION 17 NOTICE AND SUBMITTALS

Following are the locations for delivery of notice and submittals required or permitted under this Lease. Any Party may change the place of delivery upon ten (10) days' written notice to the other.

State: DEPARTMENT OF NATURAL RESOURCES
Shoreline District Aquatics
950 Farman Avenue North
Enumclaw, WA 98022-9282

Tenant: CITY OF DES MOINES
21630 11th Avenue South, Suite A
Des Moines, WA 98198

The Parties may deliver any notice in person, by facsimile machine, or by certified mail. Depending on the method of delivery, notice is effective upon personal delivery, upon receipt of a confirmation report if delivered by facsimile machine, or three (3) days after mailing. All notices must identify the Lease number. On notices transmitted by facsimile machine, the Parties shall state the number of pages contained in the notice, including the transmittal page, if any.

SECTION 18 MISCELLANEOUS

18.1 Authority. Tenant and the person or persons executing this Lease on behalf of Tenant represent that Tenant is qualified to do business in the State of Washington, that Tenant has full right and authority to enter into this Lease, and that each and every person signing on behalf of

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Tenant is authorized to do so. Upon State's request, Tenant shall provide evidence satisfactory to State confirming these representations.

18.2 Successors and Assigns. Subject to the limitations set forth in Section 9, this Lease binds and inures to the benefit of the Parties, their successors, and assigns.

18.3 Headings. The headings used in this Lease are for convenience only and in no way define, limit, or extend the scope of this Lease or the intent of any provision.

18.4 Entire Agreement. This Lease, including the exhibits, attachments, and addenda, if any, contains the entire agreement of the Parties. This Lease merges all prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to the Property.

18.5 Waiver.

- (a) The waiver of any breach or default of any term, covenant, or condition of this Lease is not a waiver of such term, covenant, or condition; of any subsequent breach or default of the same; or of any other term, covenant, or condition of this Lease. State's acceptance of a payment is not a waiver of any preceding or existing breach other than the failure to pay the particular payment that was accepted.
- (b) The renewal of the Lease, extension of the Lease, or the issuance of a new lease to Tenant, does not waive State's ability to pursue any rights or remedies under the Lease.

18.6 Cumulative Remedies. The rights and remedies of State under this Lease are cumulative and in addition to all other rights and remedies afforded by law or equity or otherwise.

18.7 Time is of the Essence. TIME IS OF THE ESSENCE as to each and every provision of this Lease.

18.8 Language. The word "Tenant" as used in this Lease applies to one or more persons and regardless of gender, as the case may be. If there is more than one Tenant, their obligations are joint and several. The word "persons," whenever used, shall include individuals, firms, associations, and corporations. The word "Parties" means State and Tenant in the collective. The word "Party" means either or both State and Tenant, depending on the context.

18.9 Invalidity. The invalidity, voidness, or illegality of any provision of this Lease does not affect, impair, or invalidate any other provision of this Lease.

18.10 Applicable Law and Venue. This Lease is to be interpreted and construed in accordance with the laws of the State of Washington. Venue for any action arising out of or in connection with this Lease is in the Superior Court for Thurston County, Washington.

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18.11 Statutory Reference. Any reference to a statute or rule means that statute or rule as presently enacted or hereafter amended or superseded.

18.12 Recordation. At Tenant's expense and no later than thirty (30) days after receiving the fully-executed Lease, Tenant shall record this Lease in the county in which the Property is located. Tenant shall include the parcel number of the upland property used in conjunction with the Property, if any. Tenant shall provide State with recording information, including the date of recordation and file number.

18.13 Modification. No modification of this Lease is effective unless in writing and signed by both Parties. Oral representations or statements do not bind either Party.

18.14 Survival. Any obligations of Tenant not fully performed upon termination of this Lease do not cease, but continue as obligations of the Tenant until fully performed.

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18.15 Exhibits and Attachments. All referenced exhibits and attachments are incorporated in the Lease unless expressly identified as unincorporated.

THIS AGREEMENT requires the signature of all Parties and is effective on the date of the last signature below.

CITY OF DES MOINES

Dated: _____, 20__

By: MICHAEL MATTHIAS
Title: City Manager
Address: 21630 11th Avenue South, Suite A
Des Moines, WA 98198
Phone: (206) 870-6554

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20__

By: ALEXANDRA K. SMITH
Title: Deputy Supervisor for Forest Resources,
Regulation, and Aquatics
Address: 1111 Washington St. SE
Olympia, WA 98504

Approved as to form this
24th day of May 2022
Jennifer Clements, Assistant Attorney General

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REPRESENTATIVE ACKNOWLEDGMENT

Notarized online using audio-video communication

STATE OF)
) ss.
County of)

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

This notarial act involved the use of communication technology.

Dated: _____, 20__

(Seal or stamp)

(Signature)

(Print Name)

Notary Public in and for the State of
Washington, residing at

My appointment expires _____

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STATE ACKNOWLEDGMENT

Notarized online using audio-video communication

STATE OF WASHINGTON)

) ss.

County of)

I certify that I know or have satisfactory evidence that ALEXANDRA K. SMITH is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Deputy Supervisor for Forest Resources, Regulation, and Aquatics of the Department of Natural Resources, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

This notarial act involved the use of communication technology.

Dated: _____, 20__

(Seal or stamp)

(Signature)

(Print Name)

Notary Public in and for the State of
Washington, residing at

My appointment expires _____

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY & USE CLASSIFICATIONS

Agreement Number 20-A73543

1. LEGAL DESCRIPTION OF THE PROPERTY:

That real property legally described and shown as Public Boat Launch and Fishing Pier Lease Area in that Record of Survey recorded in King County, Washington on December 3, 2020 under Auditor's File Number 2020-1203900005 and in Volume 436 of Surveys at page 19.

2. SQUARE FOOTAGE OF EACH USE CLASSIFICATION:

Water-dependent	<u>0</u>
Water-dependent that is public use and access	<u>87,891</u>
Nonwater-dependent	<u>0</u>
Water-oriented subject to water-dependent rental rates	<u>0</u>
Water-oriented subject to nonwater- dependent rental rates	<u>0</u>
Total Square Feet	<u>87,891</u>

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EXHIBIT B

1. DESCRIPTION OF PERMITTED USE

- A. Existing Facilities.** This is a new 30-year lease to authorize continued operation and maintenance of a public fishing pier (a fixed timber pier) and boat launch. This facility was previously authorized under Aquatic Lands Lease 20-073543, which was originally set to expire in December 2032. The Tenant requested a new thirty year lease to meet the requirements of a grant recently obtained for the replacement of a portion of the boat launch improvements.

The Property is located in Redondo Beach Park on the south shore of Poverty Bay. Surrounding land use is moderate density residential and commercial and forested. Water depths on the leasehold are estimated to be between -4 feet and -10 feet at MLLW, and sediments are sand and gravel with some cobble. The shoreline is entirely armored with a mix of timber and concrete bulkheads, and longshore sediment drift is documented from north to south. Nearby streams support coho and chum, and the entire shoreline is documented surf smelt spawning habitat. Critical habitat is designated for Chinook and rockfish, and priority habitat is designated for cutthroat and steelhead. Geoduck Tract 10380 is located offshore. There is no documented presence of submerged aquatic vegetation, but eelgrass is known to occur north and south of the leasehold. There are no known contaminated sediments or cleanup sites in the vicinity. Water quality impairment is documented for bacteria. Two concrete outfalls conveying piped streams are present along the shoreline, and the Redondo Wastewater Treatment Plant discharges to the south.

The fixed timber pier and concrete boat launch were originally installed by King County around 1980 and the Tenant assumed operation and maintenance of the Improvements around 1998. The fixed timber pier and the boat launch have been present in the current configuration since approximately 2006. Existing Improvements on the Property include approximately 2,000 square feet of the fixed timber pier constructed with ACZA-treated wood decking and framing; approximately 25 creosote pilings supporting the pier; two seasonal timber boarding floats associated with the boat launch (one on the north side and one on the south side of the boat launch), which are each approximately 40-feet in length; and 4 steel pilings associated with the boat launch. The seasonal timber boarding floats are constructed with ACZA-treated wood decking and framing and supported by enclosed floatation. They are secured to the steel pilings with pile hoop extensions attached to the boarding floats. The two seasonal timber boarding floats are typically in place between May and October each year, and are stored on the uplands when not in use. A majority of the fixed timber pier and the boat launch are located on

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tidelands and uplands owned by Tenant. The concrete portion of the boat launch does not extend onto the Property. Water and electric service are present on the fixed pier.

A seasonal, floating breakwater was installed on the Property without authorization between approximately 2006 and 2012, but has since been removed by Tenant. Tenant has verified that the majority of anchors and associated tackle were removed at the time of breakwater removal and none of the breakwater failed or sank on the Property.

Improvements on the Property are in a fair to poor condition. The fixed timber pier is currently closed to the public due to its dilapidated condition and poor structural integrity. The fixed timber pier has exceeded its anticipated engineered lifespan and cannot be repaired in a cost effective manner that would modestly extend its service life to the public. As set forth in the Additional Obligations below, Tenant is required to fully replace the portion of the fixed timber pier located on the Property, with replacement of the five critical pier pilings (those with less than 50% cross-sectional area remaining) within five years of the Commencement Date, and replacement of the remaining piling, framing, and decking within twelve years of the Commencement Date. The rent for the portion of the Property under the fixed timber dock shall remain free as long as Tenant is diligently pursuing plans to replace the dock so that it can be safely opened to the public.

B. Proposed Work.

State has not authorized Tenant to conduct any Work on the Property. Tenant shall obtain State's prior written consent before conducting any Work pursuant to Section 7.3 of this Lease and obtain all necessary regulatory permits for such Work.

2. ADDITIONAL OBLIGATIONS

State has not authorized Tenant to conduct any Work on the Property. Where Work will need to be conducted to meet the Additional Obligations below, Tenant shall obtain State's prior written consent in accordance with Paragraph 7.3 of this Lease and obtain all necessary regulatory permits prior to commencing such Work.

Fixed Timber Pier and Pilings

- A. Until the fixed timber pier is replaced and deemed safe for public use, Tenant shall close the fixed timber pier and ensure the public does not use the fixed timber pier..
- B. Tenant shall make reasonable progress towards full replacement of the fixed timber pier as identified in the City of Des Moines' adopted 2022-2027 Capital Improvement Plan (CIP) and associated timeline. This work includes complete demolition and removal of the existing fishing pier facility.

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- C. Tenant, as part of the full replacement of the fixed timber pier, shall utilize ADA certified grating material on at least fifty (50%) of the surface area. Grating material must have at least sixty (60%) functional open space or forty (40%) or greater multi-directional open space or at a minimum meet ADA requirements.
- D. Tenant, as part of the full replacement of the fixed timber pier, shall use non-toxic materials such as untreated wood, steel, concrete, fiberglass or recycled plastic. In accordance with Paragraph 11.3, Tenant may use Ammoniacal Copper Zinc Arsenate (ACZA) treated wood for above water structural framing. Tenant shall never use Chromated Copper Arsenate (CCA), Alkaline Copper Quaternary (ACQ), or creosote-treated wood at any location.
- E. Tenant shall notify State as early as practicable if, due to unforeseen circumstances, Tenant is not able to replace the fixed timber pier as planned within the City of Des Moines' adopted CIP. Such unforeseen circumstances may include, but shall not be limited to, permitting restrictions and funding limitations. If Tenant does not replace the fixed timber pier by July 1, 2034, Tenant shall remove all of the fixed timber pier (including the pilings) from the Property by July 1, 2034.

Timber Boarding Floats and Pilings Associated with Boat Launch

- F. By July 1, 2027, Tenant shall replace the decking on the timber boarding float on the north side of the boat launch as follows:
 - (1) The decking shall be replaced with non-toxic materials such as untreated wood, steel, concrete, fiberglass or recycled plastic. In accordance with Paragraph 11.3, Tenant may use Ammoniacal Copper Zinc Arsenate (ACZA) treated wood to replace above water structural framing. Tenant shall never use Chromated Copper Arsenate (CCA), Alkaline Copper Quaternary (ACQ), or creosote-treated wood at any location.
 - (2) In accordance with Paragraph 7.4, the decking shall include grating on at least thirty percent (30%) of the surface area. Grating material must have at least sixty percent (60%) functional open space or forty percent (40%) or greater multi-directional open space.
- G. By July 1, 2027, Tenant shall install stoppers on the timber boarding floats associated with the boat launch sufficient to prevent grounding and keeping the bottom of the structure above the level of the substrate.

Removal of Debris and Other Materials

- H. By July 1, 2027, Tenant shall remove all failed cross-bracing material associated with the fixed timber pier; concrete rubble; and displaced rip rap.

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Lighting

- I. By July 1, 2027, Tenant shall orient and shield lighting fixtures attached to overwater structures in a manner that minimizes the amount of light shining directly on the water, minimizes the amount of glare on the water, and minimizes the amount of light broadcasting into the night sky. Tenant shall implement the following measures to achieve this requirement:
- (1) Tenant shall direct light to walkways,
 - (2) Tenant shall use light shields that prevent light from being emitted upward and prevent glare on the water,
 - (3) Tenant shall use fixtures that do not emit light upward,
 - (4) Tenant shall use lights that are “warm-white” or filtered.

Signage

- J. By July 1, 2023, in areas open to the public, Tenant shall post the following signs provided by State: “enjoy your Washington state-owned aquatic lands” sign.
- K. By July 1, 2023, Tenant shall post visible signage that includes all national and state emergency reporting numbers for oil and chemical spills.
- L. By July 1, 2023, Tenant shall post visible signage indicating the location of the nearest upland restroom facility and sewage pumpout facility.
- M. By July 1, 2023, Tenant shall mark all no wake zones with visible signage.

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WASHINGTON STATE DEPARTMENT OF
Natural Resources

Attachment #2

DOUG SUTHERLAND
Commissioner of Public Lands

February 5, 2002

CERTIFIED MAIL

Mr. Joseph Dusenbury, Harbormaster
City of Des Moines
22307 Dock Avenue South
Des Moines, WA 98198

Subject: Aquatic Lands Lease No. 20-073543

Dear Mr. Dusenbury:

Enclosed is a final copy of Lease No. 20-073543 for your records. Within thirty (30) days from the date of this letter, we must receive your draft survey of the leasehold property as outlined in Exhibit B, Subsection 1.2 Survey, Maps and Plans.

Once the survey has been reviewed and found correct, we require the survey be attached to the completed Lease as Exhibit C and the entire document recorded per the terms of your lease. A copy of the recorded lease is to be returned to us within thirty (30) days from the date of the approval of survey.

If you should have any questions, feel free to contact me at (360) 825-1631.

Sincerely,

Sharon Holley, Land Manager
Shoreline District Aquatics Region

Enclosure

c: Region File
Aquatic Resources file

fm/20073543FinalTransmit

SOUTH PUGET SOUND REGION ■ 950 FARMAN AVE N ■ ENUMCLAW, WA 98022-9282

FAX: (360) 825-1672 ■ TTY: (360) 825-6381 ■ TEL: (360) 825-1631

Equal Opportunity/Affirmative Action Employer



RECYCLED PAPER

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DOUG SUTHERLAND, Commissioner of Public Lands**

**AQUATIC LANDS LEASE
(Commercial)**

Lease No. 20-073543

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EXHIBIT A	LEGAL DESCRIPTION
EXHIBIT B	PLAN OF OPERATION AND MAINTENANCE
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**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DOUG SUTHERLAND, Commissioner of Public Lands**

**AQUATIC LANDS LEASE
(Commercial)**

AQUATIC LANDS LEASE NO. 20-073543

THIS LEASE is made by and between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and CITY OF DES MOINES, a government entity ("Tenant").

BACKGROUND

Tenant desires to lease the aquatic lands commonly known as Redondo Beach, which are tidelands located in King County, Washington, from State, and State desires to lease the property to Tenant pursuant to the terms and conditions of this Lease.

THEREFORE, the parties agree as follows:

SECTION 1 PROPERTY

1.1 Property Defined. State leases to Tenant and Tenant leases from State the real property described in Exhibit A together with all the rights of State, if any, to improvements on and easements benefiting the Property, but subject to the exceptions and restrictions set forth in this Lease (collectively the "Property"). This Lease is subject to all valid interests of third parties noted in the records of King County, or on file in the office of the Commissioner of Public Lands, Olympia, Washington; rights of the public under the Public Trust Doctrine or federal navigation servitude; and treaty rights of Indian Tribes. Not included in this Lease are any right to harvest, collect or damage any natural resource, including aquatic life or living plants, any water rights, or any mineral rights, including any right to excavate or withdraw sand, gravel, or other valuable materials. State reserves the right to grant easements and other land uses on the Property to others when the easement or other land uses will not unreasonably interfere with Tenant's Permitted Use.

1.2 Survey, Maps, and Plans. In executing this Lease, State is relying on the surveys, plats, diagrams, and/or legal descriptions provided by Tenant (Exhibit C). Tenant is not relying upon and State is not making any representations about any survey, plat, diagram, and/or legal description provided by State.

1.3 Inspection. State makes no representation regarding the condition of the Property, improvements located on the Property, the suitability of the Property for Tenant's Permitted Use, compliance with governmental laws and regulations, availability of utility rights, access to the Property or the existence of hazardous substances on the Property. Tenant has inspected the Property and accepts it "AS IS."

SECTION 2 USE

2.1 Permitted Use. Tenant shall use the Property for public pier and boat launch (the "Permitted Use"), and for no other purpose. The Permitted Use is described or shown in greater detail in Exhibit B, the terms and conditions of which are incorporated by reference and made a part of this Lease. The parties agree that this is a water-dependent use.

2.2 Restrictions on Use. Tenant shall not cause or permit any damage to natural resources on the Property. Tenant shall also not cause or permit any filling activity to occur on the Property. This prohibition includes any deposit of rock, earth, ballast, refuse, garbage, waste matter (including chemical, biological or toxic wastes), hydrocarbons, any other pollutants, or other matter in or on the Property, except as approved in writing by State. Tenant shall neither commit nor allow waste to be committed to or on the Property. If Tenant fails to comply with all or any of the restrictions on the use of the Property set out in this Subsection 2.2, State shall notify Tenant and provide Tenant a reasonable time to take all steps necessary to remedy the failure. If Tenant fails to do so in a timely manner, then State may take any steps reasonably necessary to remedy this failure. Upon demand by State, Tenant shall pay all costs of such remedial action, including but not limited to the costs of removing and disposing of any material deposited improperly on the Property. This section shall not in any way limit Tenant's liability under Section 8, below.

2.3 Conformance with Laws. Tenant shall, at all times, keep current and comply with all conditions and terms of any permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding its use or occupancy of the Property.

2.4 Liens and Encumbrances. Tenant shall keep the Property free and clear of any liens and encumbrances arising out of or relating to its use or occupancy of the Property.

SECTION 3 TERM

3.1 Term Defined. The term of this Lease is thirty (30) years (the "Term"), beginning on the 1st day of January 2002 (the "Commencement Date"), and ending on the 31st day of December 2032. (the "Termination Date"), unless terminated sooner under the terms of this Lease.

3.2 Renewal of the Lease. Tenant shall have the option to renew this Lease for Zero (0) additional terms of N/A years each. The initial Term of this Lease, and all renewal terms, shall not exceed thirty (30) years in the aggregate. Tenant shall exercise this option by providing written notice of its election to renew at least ninety (90) days prior to the Termination Date of the initial Term or any renewal term of this Lease. Tenant shall not be entitled to renew if it is in

default under the terms of this Lease at the time the option to renew is exercised. The terms and conditions of any renewal term shall be the same as set forth in this Lease, except that rent shall be recalculated, the required amounts of financial security may be revised, and provisions dealing with hazardous waste or impacts to natural resources may be changed at the time of the renewal.

3.3 Delay in Delivery of Possession. If State, for any reason whatsoever, cannot deliver possession of the Property to Tenant on the Commencement Date, this Lease shall not be void or voidable, nor shall State be liable to Tenant for any loss or damage resulting from the delay in delivery of possession. In such event, the date of delivery of possession shall be the Commencement Date for all purposes, including the payment of rent. In the event Tenant takes possession before the Commencement Date, the date of possession shall be the Commencement Date for all purposes, including the payment of rent. If the Lease Term commences earlier or later than the scheduled Commencement Date, the Termination Date shall be adjusted accordingly.

3.4 End of Term. Upon the expiration or termination of the Term or extended term, as applicable, Tenant shall surrender the Property to State in the same or better condition as on the Commencement Date, reasonable wear and tear excepted.

3.5 Hold Over. If Tenant remains in possession of the Property after the Termination Date, the occupancy shall not be an extension or renewal of the Term. The occupancy shall be a month-to-month tenancy, on terms identical to the terms of this Lease, which may be terminated by either party on thirty (30) days written notice. The monthly rent during the holdover shall be the same rent which would be due if the Lease were still in effect and all adjustments in rent were made in accordance with its terms. If State provides a notice to vacate the Property in anticipation of the termination of this Lease or at any time after the Termination Date and Tenant fails to do so within the time set forth in the notice, then Tenant shall be a trespasser and shall owe the State all amounts due under RCW 79.01.760 or other applicable law.

SECTION 4 RENT

4.1 Annual Rent. Until adjusted as set forth below, Tenant shall pay to State an annual rent of Zero dollars (\$0). The annual rent, as it currently exists or adjusted or modified (the "Annual Rent"), shall be Zero (\$0).

4.2 Payment Place. Payment is to be made to State Financial Management Division, 1111 Washington St SE, PO Box 47041, Olympia, WA 98504-7041.

4.3 Adjustment Based on Use. Annual Rent is based on Tenant's Permitted Use of the Property, as described in Section 2 above. If Tenant's Permitted Use changes, the Annual Rent shall be adjusted as appropriate for the changed use.

4.4 Rent Adjustments for Water-Dependent Uses.

(a) Inflation Adjustment. State shall adjust water-dependent rent annually pursuant to RCW 79.90.450 - .902, except in those years in which the rent is revalued under Subsection 4.4(b) below. This adjustment shall be effective on the anniversary of the Commencement Date.

(b) Revaluation of Rent. State shall, at the end of the first four-year period of the Term, and at the end of each subsequent four-year period, revalue the water-dependent Annual Rent in accordance with RCW 79.90.450 - .902.

(c) Rent Cap. After the initial year's rent is determined under Subsection 4.1, rent may increase by operation of Subsection 4.4(a) or 4.4(b). If application of the statutory rent formula for water-dependent uses would result in an increase in the rent attributable to such uses of more than fifty percent (50%) in any one year, the actual increase implemented in such year shall be limited to fifty percent (50%) of the then-existing rent, in accordance with RCW 79.90.490. The balance of the increase determined by the formula shall be deferred to subsequent years and added to the next and subsequent years' rental increases until the full amount of the increase is lawfully implemented.

4.5 Rent Adjustment Procedures.

(a) Notice of Rent Adjustment. Notice of any adjustments to the Annual Rent that are allowed by Subsection 4.4(b) shall be provided to Tenant in writing no later than ninety (90) days after the anniversary date of the Lease.

(b) Procedures on Failure to make Timely Adjustment. In the event the State fails to provide the notice required in Subsection 4.4 (a), it shall be prohibited from collecting any adjustments to rent only for the year in which it failed to provide notice. No failure by State to adjust Annual Rent pursuant to Subsection 4.4 (a) shall affect the State's right to establish Annual Rent for a subsequent lease year as if the missed or waived adjustment had been implemented. The State may adjust, bill, and collect Annual Rent prospectively as if any missed or waived adjustments had actually been implemented. This includes the implementation of any inflation adjustment and any rent revaluations that would have been authorized for previous lease years.

SECTION 5 OTHER EXPENSES

During the Term, Tenant shall pay the following additional expenses:

5.1 Utilities. Tenant shall pay all fees charged for utilities in connection with the use and occupancy of the Property, including but not limited to electricity, water, gas, and telephone service.

5.2 Taxes and Assessments. Tenant shall pay all taxes (including leasehold excise taxes), assessments, and other governmental charges, of any kind whatsoever, applicable or attributable to the Property, Tenant's leasehold interest, the improvements, or Tenant's use and enjoyment of the Property.

5.3 Right to Contest. Tenant may, in good faith, contest any tax or assessment at its sole cost and expense. At the request of State, Tenant shall furnish reasonable protection in the form of a bond or other security, satisfactory to State, against any loss or liability by reason of such contest.

5.4 Proof of Payment. Tenant shall, if required by State, furnish to State receipts or other appropriate evidence establishing the payment of any amounts required to be paid under the terms of this Lease.

5.5 Failure to Pay. If Tenant fails to pay any of the amounts due under this Lease, State may pay the amount due, and recover its cost in accordance with the provisions of Section 6.

SECTION 6 LATE PAYMENTS AND OTHER CHARGES

6.1 Late Charge. If any rental payment is not received by State within ten (10) days of the date due, Tenant shall pay to State a late charge equal to four percent (4%) of the amount of the payment or Fifty Dollars (\$50), whichever is greater, to defray the overhead expenses of State incident to the delay.

6.2 Interest Penalty for Past Due Rent and Other Sums Owed. If rent is not paid within thirty (30) days of the date due, then Tenant shall, in addition to paying the late charges determined under Subsection 6.1, above, pay interest on the amount outstanding at the rate of one percent (1%) per month until paid. If State pays or advances any amounts for or on behalf of Tenant, including but not limited to leasehold taxes, taxes, assessments, insurance premiums, costs of removal and disposal of unauthorized materials pursuant to Section 2 above, costs of removal and disposal of improvements pursuant to Section 7 below, or other amounts not paid when due, Tenant shall reimburse State for the amount paid or advanced and shall pay interest on that amount at the rate of one percent (1%) per month from the date State notifies Tenant of the payment or advance.

6.3 No Accord and Satisfaction. If Tenant pays, or State otherwise receives, an amount less than the full amount then due, State may apply such payment as it elects. In the absence of an election, the payment or receipt shall be applied first to accrued taxes which State has advanced or may be obligated to pay, then to other amounts advanced by State, then to late charges and accrued interest, and then to the earliest rent due. State may accept any payment in any amount without prejudice to State's right to recover the balance of the rent or pursue any other right or remedy. No endorsement or statement on any check, any payment, or any letter accompanying any check or payment shall constitute or be construed as accord and satisfaction.

6.4 No Counterclaim, Setoff, or Abatement of Rent. Except as expressly set forth elsewhere in this Lease, rent and all other sums payable by Tenant pursuant to this Lease shall be paid without the requirement that State provide prior notice or demand, and shall not be subject to any counterclaim, setoff, deduction, defense or abatement.

SECTION 7 IMPROVEMENTS

7.1 Existing Improvements. On the Commencement Date, the following improvements are located on the Property: Pier and concrete boat launch. The improvements are not owned by State ("Existing Improvements").

7.2 Tenant-Owned Improvements. So long as this Lease remains in effect, Tenant shall retain ownership of all existing improvements, authorized improvements and trade fixtures it may place on the Property (collectively "Tenant-Owned Improvements"). Tenant-Owned Improvements shall not include any construction, reconstruction, alteration, or addition to any Unauthorized Improvements as defined in Subsection 7.5 below. No Tenant-Owned Improvements shall be placed on the Property without State's prior written consent.

7.3 Construction. Prior to any construction, alteration, replacement, removal or major repair of any improvements (whether State-Owned or Tenant-Owned), Tenant shall submit to State plans and specifications which describe the proposed activity. Construction shall not commence until State has approved those plans and specifications in writing and Tenant has obtained a performance and payment bond in an amount equal to 125% of the estimated cost of construction. The performance and payment bond shall be maintained until the costs of construction, including all laborers and material persons, have been paid in full. State shall have sixty (60) days in which to review the proposed plans and specifications. The plans and specifications shall be deemed approved and the requirement for State's written consent shall be treated as waived, unless State notifies Tenant otherwise within the sixty (60) days. Upon completion of construction, Tenant shall promptly provide State with as-built plans and specifications. State's consent and approval shall not be required for any routine maintenance or repair of improvements made by the Tenant pursuant to its obligation to maintain the Property in good order and repair that does not result in the construction, alteration, replacement, removal, or major repair of any improvements on the Property.

7.4 Removal. Tenant-Owned Improvements shall be removed by Tenant by the Termination Date unless State notifies Tenant that the Tenant-Owned Improvements may remain. If the State elects for the Tenant-Owned Improvements to remain on the Property after the Termination Date, they shall become the property of State without payment by State (if the provisions of RCW 79.94.320 or RCW 79.95.040 apply, Tenant shall be entitled to the rights provided in the statute). To the extent that Tenant-Owned Improvements include items of personal property which may be removed from the leasehold premises without harming the Property, or diminishing the value of the Property or the improvements, the State asserts no ownership interest in these improvements unless the parties agree otherwise in writing upon termination of this Lease. Any Tenant-Owned Improvements specifically identified as personal property in Exhibit A or B shall be treated in accordance with this provision. Tenant shall notify State at least one hundred eighty (180) days before the Termination Date if it intends to leave the Tenant-Owned Improvements on the Property. State shall then have ninety (90) days in which to notify Tenant that it wishes to have the Tenant-Owned Improvements removed or elects to have them remain. Failure to notify Tenant shall be deemed an election by State that the Tenant-Owned Improvements will remain on the Property. If the Tenant-Owned Improvements remain on the

Property after the Termination Date without State's actual or deemed consent, they still will become the property of the State but the State may remove them and Tenant shall pay the costs of removal and disposal upon State's demand.

7.5 Unauthorized Improvements. Improvements made on the Property without State's prior consent pursuant to Subsection 7.3 or which are not in conformance with the plans submitted to and approved by State ("Unauthorized Improvements") shall immediately become the property of State, unless State elects otherwise. Regardless of ownership of Unauthorized Improvements, State may, at its option, require Tenant to sever, remove, and dispose of them, charge Tenant rent for the use of them, or both. If Tenant fails to remove an Unauthorized Improvement upon request, State may remove it and charge Tenant for the cost of removal and disposal.

SECTION 8 ENVIRONMENTAL LIABILITY/RISK ALLOCATION

8.1 Definition. "Hazardous Substance" means any substance which now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or cleanup, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601 *et seq.*, and Washington's Model Toxics Control Act ("MTCA"), RCW 70.105D.010 *et seq.*

8.2 Use of Hazardous Substances. Tenant covenants and agrees that Hazardous Substances will not be used, stored, generated, processed, transported, handled, released, or disposed of in, on, under, or above the Property, except in accordance with all applicable laws.

8.3 Current Conditions, Duty of Utmost Care, and Duty to Investigate.

(a) State makes no representation about the condition of the Property. Hazardous Substances may exist in, on, under, or above the Property.

With regard to any Hazardous Substances that may exist in, on, under, or above the Property, State disclaims any and all responsibility to conduct investigations, to review any State records, documents or files, or to obtain or supply any information to Tenant.

(b) Tenant shall exercise the utmost care with respect to both Hazardous Substances in, on, under, or above the Property as of the Commencement Date, and any Hazardous Substances that come to be located in, on, under, or above the Property during the Term of this agreement, along with the foreseeable acts or omissions of third parties affecting those Hazardous Substances, and the foreseeable consequences of those acts or omissions. The obligation to exercise utmost care under this Subsection 8.3 includes, but is not limited to, the following requirements:

(1) Tenant shall not undertake activities that will cause, contribute to, or exacerbate contamination of the Property;

(2) Tenant shall not undertake activities that damage or interfere with the operation of remedial or restoration activities on the Property or undertake activities that result in human or environmental exposure to contaminated sediments on the Property;

(3) Tenant shall not undertake any activities that result in the mechanical or chemical disturbance of on-site habitat mitigation;

(4) If requested, Tenant shall allow reasonable access to the Property by employees and authorized agents of the Environmental Protection Agency, the Washington State Department of Ecology, or other similar environmental agencies; and

(5) If requested, Tenant shall allow reasonable access to potentially liable or responsible parties who are the subject of an order or consent decree which requires access to the Property. Tenant's obligation to provide access to potentially liable or responsible parties may be conditioned upon the negotiation of an access agreement with such parties, provided that such agreement shall not be unreasonably withheld.

(c) It shall be Tenant's obligation to gather sufficient information concerning the Property and the existence, scope, and location of any Hazardous Substances on the Property, or adjoining the Property, that allows Tenant to effectively meet its obligations under this lease.

8.4 Notification and Reporting.

(a) Tenant shall immediately notify State if Tenant becomes aware of any of the following:

(1) A release or threatened release of Hazardous Substances in, on, under, or above the Property, any adjoining property, or any other property subject to use by Tenant in conjunction with its use of the Property;

(2) Any problem or liability related to, or derived from, the presence of any Hazardous Substance in, on, under, or above the Property, any adjoining property, or any other property subject to use by Tenant in conjunction with its use of the Property;

(3) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances with respect to the Property, any adjoining property, or any other property subject to use by Tenant in conjunction with its use of the Property;

(4) Any lien or action with respect to any of the foregoing; or,

(5) Any notification from the US Environmental Protection Agency (EPA) or the Washington State Department of Ecology (DOE) that remediation or removal of Hazardous Substances is or may be required at the Property.

(b) Upon request, Tenant shall provide State with copies of any and all reports, studies, or audits which pertain to environmental issues or concerns associated with the Property, and which were prepared for Tenant and submitted to any federal, state or local authorities pursuant to any federal, state or local permit, license or law. These permits include, but are not limited to, any National Pollution Discharge and Elimination System Permit, any Army Corps of Engineers permit, any State Hydraulics permit, any State Water Quality certification, or any Substantial Development permit.

8.5 Indemnification.

(a) Tenant shall fully indemnify, defend, and hold State harmless from and against any and all claims, demands, damages, natural resource damages, response costs, remedial costs, cleanup costs, losses, liens, liabilities, penalties, fines, lawsuits, other proceedings, costs, and expenses (including attorneys' fees and disbursements), that arise out of or are in any way related to:

(1) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by Tenant, its subtenants, contractors, agents, employees, guests, invitees, or affiliates in, on, under, or above the Property, any adjoining property, or any

other property subject to use by Tenant in conjunction with its use of the Property, during the Term of this Lease or during any time when Tenant occupies or occupied the Property or any such other property;

(2) The release or threatened release of any Hazardous Substance, or the exacerbation of any Hazardous Substance contamination, in, on, under, or above the Property, any adjoining property, or any other property subject to use by Tenant in conjunction with its use of the Property, which release, threatened release, or exacerbation occurs or occurred during the Term of this Lease or during any time when Tenant occupies or occupied the Property or any such other property, and as a result of:

(i) Any act or omission of Tenant, its subtenants, contractors, agents, employees, guests, invitees, or affiliates; or,

(ii) Any foreseeable act or omission of a third party unless Tenant exercised the utmost care with respect to the foreseeable acts or omissions of the third party and the foreseeable consequences of those acts or omissions.

(b) In addition to the indemnifications provided in Subsection 8.5(a), Tenant shall fully indemnify State for any and all damages, liabilities, costs or expenses (including attorneys' fees and disbursements) that arise out of or are in any way related to Tenant's breach of the obligations of Subsection 8.3(b). This obligation is not intended to duplicate the indemnity provided in Subsection 8.5(a) and applies only to damages, liabilities, costs, or expenses that are associated with a breach of Subsection 8.3(b) and which are not characterized as a release, threatened release, or exacerbation of Hazardous Substances.

8.6 Cleanup. If a release of Hazardous Substances occurs in, on, under, or above the Property, or other State-owned property, arising out of any action, inaction, or event described or referred to in Subsection 8.5, above, Tenant shall, at its sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances. Cleanup actions shall include, without limitation, removal, containment and remedial actions and shall be performed in accordance with all applicable laws, rules, ordinances, and permits. Tenant's obligation to undertake a cleanup under this Subsection 8.6 shall be limited to those instances where the Hazardous Substances exist in amounts that exceed the threshold limits of any applicable regulatory cleanup standards. Tenant shall also be solely responsible for all cleanup, administrative, and enforcement costs of governmental agencies, including natural resource damage claims, arising out of any action, inaction, or event described or referred to in Subsection 8.5, above. Tenant may undertake a cleanup pursuant to the Washington State Department of Ecology's Voluntary Cleanup Program, provided that: (1) Any cleanup plans shall be submitted to State (DNR) for review and comment at least thirty (30) days prior to implementation (except in emergency situations), and (2) Tenant must not be in breach of this lease. Nothing in the operation of this provision shall be construed as an agreement by State that the voluntary cleanup complies with any laws or with the provisions of this Lease.

8.7 Sampling by State, Reimbursement, and Split Samples.

(a) State may conduct sampling, tests, audits, surveys, or investigations ("Tests") of the Property at any time to determine the existence, scope, or effects of Hazardous Substances on the Property, any adjoining property, any other property subject to use by Tenant in conjunction with its use of the Property, or any natural resources. If such Tests, along with any other information, demonstrates the existence, release, or threatened release of Hazardous Substances

arising out of any action, inaction, or event described or referred to in Subsection 8.5, above, Tenant shall promptly reimburse State for all costs associated with such Tests.

(b) State's ability to seek reimbursement for any Tests under this Subsection shall be conditioned upon State providing Tenant written notice of its intent to conduct any Tests at least thirty (30) calendar days prior to undertaking such Tests, unless such Tests are performed in response to an emergency situation in which case State shall only be required to give such notice as is reasonably practical.

(c) Tenant shall be entitled to obtain split samples of any Test samples obtained by State, but only if Tenant provides State with written notice requesting such samples within twenty (20) calendar days of the date Tenant is deemed to have received notice of State's intent to conduct any non-emergency Tests. The additional cost, if any, of split samples shall be borne solely by Tenant. Any additional costs State incurs by virtue of Tenant's split sampling shall be reimbursed to State within thirty (30) calendar days after a bill with documentation for such costs is sent to Tenant.

(d) Within thirty (30) calendar days of a written request (unless otherwise required pursuant to Subsection 8.4(b), above), either party to this Lease shall provide the other party with validated final data, quality assurance/quality control information, and chain of custody information, associated with any Tests of the Property performed by or on behalf of State or Tenant. There is no obligation to provide any analytical summaries or expert opinion work product.

8.8 Reservation of Rights. The parties have agreed to allocate certain environmental risks, liabilities, and responsibilities by the terms of Section 8. With respect to those environmental liabilities covered by the indemnification provisions of Subsection 8.5, that subsection shall exclusively govern the allocation of those liabilities. With respect to any environmental risks, liabilities, or responsibilities not covered by Subsection 8.5, the parties expressly reserve and do not waive or relinquish any rights, claims, immunities, causes of action, or defenses relating to the presence, release, or threatened release of Hazardous Substances in, on, under, or above the Property, any adjoining property, or any other property subject to use by Tenant in conjunction with its use of the Property, that either party may have against the other under federal, state, or local laws, including but not limited to, CERCLA, MTCA, and the common law. No right, claim, immunity, or defense either party may have against third parties is affected by this Lease and the parties expressly reserve all such rights, claims, immunities, and defenses. The allocations of risks, liabilities, and responsibilities set forth above do not release either party from, or affect either party's liability for, claims or actions by federal, state, or local regulatory agencies concerning Hazardous Substances.

SECTION 9 ASSIGNMENT AND SUBLETTING

9.1 State Consent Required. Tenant shall not sell, convey, mortgage, assign, pledge, sublet, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or the Property without State's prior written consent, which shall not be unreasonably conditioned or withheld.

(a) In determining whether to consent, State may consider, among other items, the proposed transferee's financial condition, business reputation and experience, the nature of the proposed transferee's business, the then-current value of the Property, and such other factors as

may reasonably bear upon the suitability of the transferee as a tenant of the Property. Tenant shall submit information regarding any proposed transferee to State at least thirty (30) days prior to the date of the proposed transfer.

(b) State reserves the right to condition its consent upon: (1) changes in the terms and conditions of this Lease, including the Annual Rent and other terms; and/or (2) the agreement of Tenant or transferee to conduct Tests for Hazardous Substances on the Property or on other property owned or occupied by Tenant or the transferee.

(c) Each permitted transferee shall assume all obligations under this Lease, including the payment of rent. No assignment, sublet, or transfer shall release, discharge, or otherwise affect the liability of Tenant.

9.2 Event of Assignment. If Tenant is a corporation, a dissolution of the corporation or a transfer (by one or more transactions) of a majority of the voting stock of Tenant shall be deemed to be an assignment of this Lease. If Tenant is a partnership, a dissolution of the partnership or a transfer (by one or more transactions) of the controlling interest in Tenant shall be deemed an assignment of this Lease.

9.3 Rent Payments Following Assignment. The acceptance by State of the payment of rent following an assignment or other transfer shall not constitute consent to any assignment or transfer.

9.4 Terms of Subleases. All subleases shall be submitted to State for approval and shall meet the following requirements:

(a) The sublease shall be consistent with and subject to all the terms and conditions of this Lease;

(b) The sublease shall confirm that if the terms of the sublease conflict with the terms of this Lease, this Lease shall control;

(c) The term of the sublease (including any period of time covered by a renewal option) shall end before the Termination Date of the initial Term or any renewal term;

(d) The sublease shall terminate if this Lease terminates, whether upon expiration of the Term, failure to exercise an option to renew, cancellation by State, surrender or for any other reason;

(e) The subtenant shall receive and acknowledge receipt of a copy of this Lease;

(f) The sublease shall prohibit the prepayment to Tenant by the subtenant of more than one month's rent;

(g) The sublease shall identify the rental amount to be paid to Tenant by the subtenant;

(h) The sublease shall confirm that there is no privity of contract between the subtenant and State;

(i) The sublease shall require removal of the subtenant's improvements and trade fixtures upon termination of the sublease; and,

(j) The subtenant's permitted use shall be within the Permitted Use authorized by this Lease.

9.5 Routine Subleasing of Moorage Slips. In the case of routine subleasing of moorage slips to recreational and commercial vessel owners for a term of one year or less, Tenant shall not be required to obtain State's written consent or approval pursuant to Subsection 9.1 or Subsection 9.4. Tenant shall be obligated to ensure that these moorage agreements conform to the sublease requirements in Subsection 9.4.

SECTION 10 INDEMNITY, FINANCIAL SECURITY, INSURANCE

10.1 Indemnity. Tenant shall indemnify, defend, and hold harmless State, its employees, officers, and agents from any and all liability, damages (including bodily injury, personal injury and damages to land, aquatic life, and other natural resources), expenses, causes of action, suits, claims, costs, fees (including attorneys' fees), penalties, or judgments, of any nature whatsoever, arising out of the use, occupation, or control of the Property by Tenant, its subtenants, invitees, agents, employees, licensees, or permittees, except as may arise solely out of the willful or negligent act of State or State's elected officials, employees, or agents. To the extent that RCW 4.24.115 applies, Tenant shall not be required to indemnify, defend, and hold State harmless from State's sole or concurrent negligence. Tenant's liability to State for hazardous substances, and its obligation to indemnify, defend, and hold the State harmless for hazardous substances, shall be governed exclusively by Section 8.

10.2 Financial Security.

(a) At its own expense, Tenant shall procure and maintain a corporate surety bond or provide other financial security satisfactory to State (the "Bond") in an amount equal to Zero Dollars, (\$0.00), which shall secure Tenant's full performance of its obligations under this Lease, with the exception of the obligations under Section 8 (Environmental Liability/Risk Allocation) above. The Bond shall be in a form and issued by a surety company acceptable to State. State may require an adjustment in the amount of the Bond:

- (1) At the same time as revaluation of the Annual Rent;
- (2) As a condition of approval of assignment or sublease of this Lease;
- (3) Upon a material change in the condition of any improvements; or,
- (4) Upon a change in the Permitted Use.

A new or modified Bond shall be delivered to State within thirty (30) days after adjustment of the amount of the Bond has been required by State.

(b) Upon any default by Tenant in its obligations under this Lease, State may collect on the Bond to offset the liability of Tenant to State. Collection on the Bond shall not relieve Tenant of liability, shall not limit any of State's other remedies, and shall not reinstate or cure the default or prevent termination of the Lease because of the default.

10.3 Insurance. At its own expense, Tenant shall procure and maintain during the Term of this Lease, the insurance coverages and limits described in Subsections 10.3(a) and (b) below. This insurance shall be issued by an insurance company or companies admitted and licensed by the Insurance Commissioner to do business in the State of Washington. Insurers must have a rating of B+ or better by "Best's Insurance Reports," or a comparable rating by another rating company acceptable to State. If non-admitted or non-rated carriers are used, the policies must comply with Chapter 48.15 RCW.

- (a) Types of Required Insurance.

(1) Commercial General Liability Insurance. Tenant shall procure and maintain Commercial General Liability insurance and, if applicable, Marina Operators Legal Liability insurance covering claims for bodily injury, personal injury, or property damage arising on the Property and/or arising out of Tenant's operations. If necessary, commercial umbrella insurance covering claims for these risks shall be procured and maintained. Insurance must include liability coverage with limits not less than those specified below:

Description	
Each Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000

State may impose changes in the limits of liability:

- (i) As a condition of approval of assignment or sublease of this Lease;
- (ii) Upon any breach of Section 8, above;
- (iii) Upon a material change in the condition of the Property or any improvements; or,
- (iv) Upon a change in the Permitted Use.

New or modified insurance coverage shall be in place within thirty (30) days after changes in the limits of liability are required by State.

(2) Property Insurance. Tenant shall procure and maintain property insurance covering all real property located on or constituting a part of the Property in an amount equal to the replacement value of all improvements on the Property. Such insurance may have commercially reasonable deductibles.

(3) Worker's Compensation/Employer's Liability Insurance. Tenant shall procure and maintain:

- (i) State of Washington Worker's Compensation coverage, as applicable, with respect to any work by Tenant's employees on or about the Property and on any improvements;
- (ii) Employers Liability or "Stop Gap" insurance coverage, as applicable, with limits not less than those specified below. Insurance must include bodily injury coverage with limits not less than those specified below:

Each Employee	Policy Limit	
<u>By Accident</u>	<u>By Disease</u>	<u>By Disease</u>
\$1,000,000	\$1,000,000	\$1,000,000

- (iii) Longshore and Harbor Worker's Act and Jones Act coverage, as applicable, with respect to any work by Tenant's employees on or about the Property and on any improvements.

(4) Builder's Risk Insurance. As applicable, Tenant shall procure and maintain builder's risk insurance in an amount reasonably satisfactory to State during construction, replacement, or material alteration of the Property or improvements on the Property. Coverage shall be in place until such work is completed and evidence of completion is provided to State.

(5) Business Auto Policy Insurance. As applicable, Tenant shall procure and maintain a business auto policy. The insurance must include liability coverage with limits not less than those specified below:

<u>Description</u>	<u>Each Accident</u>
Bodily Injury and Property Damage	\$1,000,000

(b) Terms of Insurance. The policies required under Subsection 10.3 shall name the State of Washington, Department of Natural Resources as an additional insured (except for State of Washington Worker's Compensation coverage, and Federal Jones' Act and Longshore and Harbor Worker's Act coverages). Furthermore, all policies of insurance described in Subsection 10.3 shall meet the following requirements:

- (1) Policies shall be written as primary policies not contributing with and not in excess of coverage that State may carry;
- (2) Policies shall expressly provide that such insurance may not be canceled or nonrenewed with respect to State except upon forty-five (45) days prior written notice from the insurance company to State;
- (3) To the extent of State's insurable interest, property coverage shall expressly provide that all proceeds shall be paid jointly to State and Tenant;
- (4) All liability policies must provide coverage on an occurrence basis; and
- (5) Liability policies shall not include exclusions for cross liability.

(c) Proof of Insurance. Tenant shall furnish evidence of insurance in the form of a Certificate of Insurance satisfactory to the State accompanied by a checklist of coverages provided by State, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements described in section 10, and, if requested, copies of policies to State. The Certificate of Insurance shall reference the State of Washington, Department of Natural Resources and the lease number. Receipt of such certificates or policies by State does not constitute approval by State of the terms of such policies. Tenant acknowledges that the coverage requirements set forth herein are the minimum limits of insurance the Tenant must purchase to enter into this agreement. These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these limits of coverage does not relieve the Tenant from liability for losses and settlement expenses greater than these amounts.

10.4 State's Acquisition of Insurance. If Tenant fails to procure and maintain the insurance described above within fifteen (15) days after Tenant receives a notice to comply from State, State shall have the right to procure and maintain comparable substitute insurance and to pay the premiums. Tenant shall pay to State upon demand the full amount paid by State, together with interest at the rate provided in Subsection 6.2 from the date of State's notice of the expenditure until Tenant's repayment.

SECTION 11 MAINTENANCE AND REPAIR

11.1 State's Repairs. State shall not be required to make any alterations, maintenance, replacements, or repairs in, on, or about the Property, or any part thereof, during the Term.

11.2 Tenant's Repairs, Alteration, Maintenance and Replacement.

(a) Tenant shall, at its sole cost and expense, keep and maintain the Property and all improvements (regardless of ownership) in good order and repair, in a clean, attractive, and safe condition.

(b) Tenant shall, at its sole cost and expense, make any and all additions, repairs, alterations, maintenance, replacements, or changes to the Property or to any improvements on the Property which may be required by any public authority.

(c) All additions, repairs, alterations, replacements or changes to the Property and to any improvements on the Property shall be made in accordance with, and ownership shall be governed by, Section 7, above.

SECTION 12 DAMAGE OR DESTRUCTION

(a) In the event of any damage to or destruction of the Property or any improvements, Tenant shall promptly give written notice to State. Unless otherwise agreed in writing, Tenant shall promptly reconstruct, repair, or replace the Property and any improvements as nearly as possible to its condition immediately prior to the damage or destruction.

(b) Tenant's duty to reconstruct, repair, or replace any damage or destruction of the Property or any improvements on the Property shall not be conditioned upon the availability of any insurance proceeds to Tenant from which the cost of repairs may be paid.

(c) Unless this Lease is terminated by mutual agreement, there shall be no abatement or reduction in rent during such reconstruction, repair, and replacement.

(d) Any insurance proceeds payable by reason of damage or destruction shall be first used to restore the real property covered by this Lease, then to pay the cost of the reconstruction, then to pay the State any sums in arrears, and then to Tenant.

(e) In the event Tenant is in default under the terms of this Lease at the time damage or destruction occurs, State may elect to terminate the Lease and State shall then have the right to retain any and all insurance proceeds payable as a result of the damage or destruction.

SECTION 13 CONDEMNATION

13.1 Definitions.

(a) Taking. The term "taking," as used in this Lease, means the taking of all or any portion of the Property and any improvements thereon under the power of eminent domain, either by judgment or settlement in lieu of judgment. Taking also means the taking of all or a portion of the Property and any improvements thereon to the extent that the Permitted Use is prevented or, in the judgment of State, the Property is rendered impractical for the Permitted Use. A total taking occurs when the entire Property is taken. A partial taking occurs when the taking does not constitute a total taking as defined above.

(b) Voluntary Conveyance. The terms "total taking" and "partial taking" shall include a voluntary conveyance, in lieu of formal court proceedings, to any agency, authority, public utility, person, or corporate entity empowered to condemn property.

(c) Date of Taking. The term "date of taking" shall mean the date upon which title to the Property or a portion of the Property passes to and vests in the condemnor or the effective date of any order for possession if issued prior to the date title vests in the condemnor.

13.2 Effect of Taking. If during the Term there shall be a total taking, the leasehold estate of Tenant in the Property shall terminate as of the date of taking. If this Lease is terminated, in whole or in part, all rentals and other charges payable by Tenant to State and attributable to the Property taken shall be paid by Tenant up to the date of taking. If Tenant has pre-paid rent,

Tenant will be entitled to a refund of the pro rata share of the pre-paid rent attributable to the period after the date of taking. In the event of a partial taking, there shall be a partial abatement of rent from the date of taking in a percentage equal to the percentage of Property taken.

13.3 Allocation of Award. State and Tenant agree that in the event of any condemnation, the award shall be allocated between State and Tenant based upon the ratio of the fair market value of Tenant's leasehold estate and Tenant-Owned Improvements on the Property and State's interest (a) in the Property, (b) in the reversionary interest in Tenant-Owned Improvements, and (c) in State-Owned Improvements. In the event of a partial taking, this ratio will be computed on the basis of the portion of Property or improvements taken. If Tenant and State are unable to agree on the allocation, it shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

SECTION 14 DEFAULT AND REMEDIES

- (a) Tenant shall be in default of this Lease on the occurrence of any of the following:
 - (1) Failure to pay Annual Rent or other expenses when due;
 - (2) Failure to comply with any law, regulation, policy, or order of any lawful governmental authority;
 - (3) Failure to comply with any other provision of this Lease;
 - (4) Two or more defaults over a period of time, or a single serious default, that demonstrates a reasonable likelihood of future defaults in the absence of corrective action by Tenant; or,
 - (5) Proceedings are commenced by or against Tenant under any bankruptcy act or for the appointment of a trustee or receiver of Tenants' property.
- (b) A default shall become an event of default ("Event of Default") if Tenant fails to cure the default within sixty (60) days after State provides Tenant with written notice of default, which specifies the nature of the default.
- (c) Upon an Event of Default, State may terminate this Lease and remove Tenant by summary proceedings or otherwise. State may also, without terminating this Lease, relet the Property on any terms and conditions as State in its sole discretion may decide are appropriate. If State elects to relet, rent received by it shall be applied: (1) to the payment of any indebtedness other than rent due from Tenant to State; (2) to the payment of any cost of such reletting; (3) to the payment of the cost of any alterations and repairs to the Property; and, (4) to the payment of rent and leasehold excise tax due and unpaid under this Lease. Any balance shall be held by State and applied to Tenant's future rent as it becomes due. Tenant shall be responsible for any deficiency created by the reletting during any month and shall pay the deficiency monthly. State's reentry or repossession of the Property under this subsection shall not be construed as an election to terminate this Lease or cause a forfeiture of rents or other charges to be paid during the balance of the Term, unless State gives a written notice of termination to Tenant or termination is decreed by legal proceedings. State may at any time after reletting elect to terminate this Lease for the previous Event of Default.

SECTION 15 ENTRY BY STATE

State shall have the right to enter the Property at any reasonable hour to inspect for compliance with the terms of this Lease.

SECTION 16 DISCLAIMER OF QUIET ENJOYMENT

As indicated in Section 1.1, this Lease is subject to all valid recorded interests of third parties, as well as rights of the public under the Public Trust Doctrine or federal navigation servitude, and treaty rights of Indian Tribes. State believes that its grant of the Lease is consistent with the Public Trust Doctrine and that none of the identified interests of third parties will materially and adversely affect Tenant's right of possession and use of the Property as set forth herein, but makes no guaranty or warranty to that effect. Tenant and State expressly agree that Tenant shall be responsible for determining the extent of its right to possession and for defending its leasehold interest. Consequently, State expressly disclaims and Tenant expressly releases State from any claim for breach of any implied covenant of quiet enjoyment with respect to the possession of the Property. This disclaimer includes, but is not limited to, interference arising from or in connection with access or other use rights of adjacent property owners or the public over the water surface or in or under the water column, including rights under the Public Trust Doctrine; rights held by Indian Tribes; and the general power and authority of State and the United States with respect to aquatic lands, navigable waters, bedlands, tidelands, and shorelands. In the event Tenant is evicted from the Property by reason of successful assertion of any of these rights, this Lease shall terminate as of the date of the eviction. In the event of a partial eviction, Tenant's rent obligations shall abate as of the date of the partial eviction, in direct proportion to the extent of the eviction, but in all other respects, this Lease shall remain in full force and effect.

SECTION 17 NOTICE

Any notices required or permitted under this Lease may be personally delivered, delivered by facsimile machine, or mailed by certified mail, return receipt requested, to the following addresses or to such other places as the parties may direct in writing from time to time:

State: DEPARTMENT OF NATURAL RESOURCES
Shoreline Division Aquatics Region
950 Farman Avenue North
Enumclaw, WA 98022-9282

Tenant: CITY OF DES MOINES
21630 11th Avenue South
Des Moines, WA 98198

A notice shall be deemed given and delivered upon personal delivery, upon receipt of a confirmation report if delivered by facsimile machine, or three (3) days after being mailed as set forth above, whichever is applicable.

SECTION 18 MISCELLANEOUS

18.1 Authority. Tenant and the person or persons executing this Lease on behalf of Tenant represent that Tenant is qualified to do business in the State of Washington, that Tenant has full right and authority to enter into this Lease, and that each and every person signing on behalf of Tenant is authorized to do so. Upon State's request, Tenant will provide evidence satisfactory to State confirming these representations. This Lease is entered into by State pursuant to the authority granted it in Chapters 79.90 to 79.96 RCW and the Constitution of the State of Washington.

18.2 Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties, their successors and assigns.

18.3 Headings. The headings used in this Lease are for convenience only and in no way define, limit, or extend the scope of this Lease or the intent of any provision.

18.4 Entire Agreement. This Lease, including the exhibits and addenda, if any, contains the entire agreement of the parties. All prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to the Property, if any, are merged into this Lease.

18.5 Waiver. The waiver by State of any breach or default of any term, covenant, or condition of this Lease shall not be deemed to be a waiver of such term, covenant, or condition; of any subsequent breach or default of the same; or of any other term, covenant, or condition of this Lease. State's acceptance of a rental payment shall not be construed to be a waiver of any preceding or existing breach other than the failure to pay the particular rental payment that was accepted.

18.6 Cumulative Remedies. The rights and remedies of State under this Lease are cumulative and in addition to all other rights and remedies afforded to State by law or equity or otherwise.

18.7 Time is of the Essence. TIME IS OF THE ESSENCE as to each and every provision of this Lease.

18.8 Language. The word "Tenant" as used in this Lease shall be applicable to one or more persons, as the case may be. The singular shall include the plural, and the neuter shall include the masculine and feminine. If there is more than one Tenant, their obligations shall be joint and several. The word "persons," whenever used, shall include individuals, firms, associations, and corporations.

18.9 Invalidity. If any provision of this Lease shall prove to be invalid, void, or illegal, it shall in no way affect, impair, or invalidate any other provision of this Lease.

18.10 Applicable Law and Venue. This Lease shall be interpreted and construed in accordance with the laws of the State of Washington. Any reference to a statute shall mean that

statute as presently enacted or hereafter amended or superseded. Venue for any action arising out of or in connection with this Lease shall be in the Superior Court for Thurston County, Washington.

18.11 Recordation. Tenant shall record this Lease or a memorandum documenting the existence of this Lease in the county in which the Property is located, at Tenant's sole expense. The memorandum shall, at a minimum, contain the Property description, the names of the parties to the Lease, the State's lease number, and the duration of the Lease. Tenant shall provide State with recording information, including the date of recordation and file number. Tenant shall have thirty (30) days from the date of delivery of the final executed agreement to comply with the requirements of this subsection. If Tenant fails to record this Lease, State may record it and Tenant shall pay the costs of recording upon State's demand.

18.12 Modification. Any modification of this Lease must be in writing and signed by the parties. State shall not be bound by any oral representations or statements.

THIS AGREEMENT requires the signature of all parties and is executed as of the date of the last signature below.

CITY OF DES MOINES

Dated: 1/20, 2002

By:


ROBERT L. OLANDER

Title: City Manager

Address: 21630 11TH Avenue South
Des Moines, WA 98198



Dated: 2/4/2, 2002

By:


DOUG SUTHERLAND

Title: Commissioner of Public Lands

Address: 950 Farman Avenue North
Enumclaw, WA 98022-9282

Approval as to form this 5th day of October, 1998
Michael S. Grossmann, Assistant Attorney General

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that ROBERT L. OLANDER is the person who appeared before me, and is the City Manager of CITY OF DES MOINES ("Tenant"). I further certify that said person acknowledged the foregoing instrument to be the free and voluntary act of the Tenant for the uses and purposes mentioned in the instrument, and on oath state that he is duly authorized to execute and acknowledge said instrument.

DATED: [30 January 2002]

Linda A. Marousek
[LINDA A. MAROUSEK]
(Type/Print Name)

Notary Public in and for the State of Washington
residing at: Maple Valley, WA
My Commission Expires: 11/19/03

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that DOUG SUTHERLAND is the person who appeared before me, and is the Commissioner of Public Lands of the STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES. I further certify that said person acknowledged the foregoing to be the free and voluntary act of the STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES for the uses and purposes mentioned in the instrument, and on oath stated that he is duly authorized to execute and acknowledge said instrument.

DATED: [February 4, 2002]



Farra Layne Arnold
[FARRA LAYNE ARNOLD]
(Type/Print Name)

Notary Public in and for the State of Washington
residing at: OLYMPIA
My Commission Expires: 7-30-05

EXHIBIT B

**PLAN OF DEVELOPMENT,
OPERATION & MAINTENANCE**

Lease No. 20-073543

**City Of Des Moines
Redondo Beach**

EXHIBIT "A"

Redondo Park

Legal Description

That portion of the bed of Puget Sound, owned by the State of Washington, situate in front of Government Lot 3, Section 32, Township 22 North, Range 4 East, W.M., included in a tract described as follows:

Commencing at the intersection of the south line of Buchanan Avenue, and the centerline of Beach Drive, thence S 13° 02' W 46.37 feet, thence S 27° 29' 45" W 31.63 feet, thence N 80° 59' 40" W 31.63 feet, thence S 27° 29' 45" W 76.58 feet, thence N 59° 15' 02" W to the line of extreme low tide and true point of beginning, continuing thence N 59° 15' 02" W 200 feet, thence S 30° 44' 58" W to a point which is due West from a point on the government meander line which is 1,054.36 feet southerly as measured along the meander line from the intersection of said meander line with the east-west centerline of said Section 32, thence East to the line of extreme low tide, and thence northerly along the line of extreme low tide to the true point of beginning.

City Of Des Moines - Redondo Beach

Site Description and Present Use

The Redondo Beach Public pier and boat launch is on the State owned tidelands of Puget Sound located off of Redondo Beach Drive in the City of Des Moines. Past and present use is for a public fishing pier and recreational boat launching facility.

Future Use and Conditions

Lessee is currently gathering funding to plan for possible reconstruction of existing boat launch facility. Lessee will continue to work closely with the Lessor and applicable regulatory agencies throughout their planning process by providing monthly updates to the Lessor and including Lessor in all related planning meetings.

Lessee acknowledges that the Lessor will require execution of an amendment to the lease that reflects changes made to the leasehold.

SECTION 1 - PROPERTY

1.2 Survey, Maps, and Plans

The Lessee will provide the Lessor with a draft survey of the leasehold property within one month of execution of this lease. The survey shall be completed following the State guidelines for surveys as provided in the Lessee's lease application. The survey will need to be reviewed and found correct by Lessor's survey section and be recorded by the Lessee in King County. Once this is completed, the leasehold survey will be included as an exhibit C of this lease.

SECTION 2 - USE

2.1 Permitted Use

The use of the facility is for a Public fishing pier and boat launch. The facilities must remain clearly marked as a public facility. No non water-dependent uses or activities will be allowed in the lease area.

There is to be no charge for the public use of the facilities. Any Lessee charges for use may cause a change of use in the lease and be subject to an annual rent to be charged by the Lessor. Lessee shall seek Lessor's approval for use fees prior to implementation on the leasehold. The lease may need to be amended to reflect this change in use.

2.2 Restriction On Use

BEST MANAGEMENT PRACTICES (BMPs)

Facility management will adhere to the BMPs set forth in the Puget Soundkeeper Alliance and Department of Ecology's Resource Manual for Pollution Prevention in Marinas handbook as well as other technological advancements that would improve the safety or environmental aspect of the facility and shall become binding obligations under this Lease.

These guidelines are to be applied by the Lessee through the use of the most environmentally friendly materials mentioned in it for replacement of all pilings, decking, floats, and launch pad.

In addition, Lessee will work closely with Washington State Department of Fish and Wildlife during planning for any reconstruction or construction of facilities to ensure all habitat concerns are addressed in the form of site specific best management practices. Lessee will implement those standards of configuration, placement and material in their final design.

Hazardous Materials

Lessee agrees there will be no hazardous materials maintained on the premises, and no gasoline or diesel fuel. There is no marine fueling facility on the premises. Department of Ecology (Ecology) signs will be posted on every 6th piling or where practical, instructing boaters on current materials handling practices.

Waste Disposal Plan

Garbage containers will be located at the pier head so as to provide easy access. No dumping or storage of trash of any kind will be allowed on floats.

A permanent location map identifying the nearest pump-out facility will be affixed near the boat launch.

Public Safety

The operation of the facility will meet or exceed all state and federal requirements related to safety standards. Lessee agrees to implement, where practical, suggestion(s) or recommendations related to public safety made by relevant authorities.

Lessee agrees to allow the State to periodically review this Plan of Operations during site inspections for verification of adherence to this plan and BMPs.

2.3 Conformance with Laws

Lessee expressly agrees to abide by all terms and conditions imposed by all relevant regulatory permits. Lessee will notify the State of any violation received from any regulatory agency. In addition to reviewing any plans associated with remedying the violation, the State may attach additional requirements for state-owned aquatic lands.

SECTION 7 IMPROVEMENTS

7.3 Construction and 7.5 Unauthorized Improvements

The state shall be notified of any repairs that may impact the environment or requiring any regulatory permit approval.

All repairs and replacement to the existing structures requiring regulatory permits, must have State's prior consent and all regulatory permits approved before any repairs or replacements can commence. Prior to construction, Lessee shall also provide State with documentation showing that Lessee has consulted with the National Marine Fisheries Service (NMFS) and the United States Fish and Wildlife Service (USFWS) as may be required under the Endangered Species Act; and Lessee shall incorporate into its construction plans and implement any measure required by NMFS, and USFWS. Lessee must abide by all local, State and Federal requirements.

Any new construction plans require prior authorization from the State. Any expansion or decrease in the lease description and or changes to the use will require an amendment to the lease. Lessee will involve the Lessor throughout any reconstruction or construction planning to ensure timely and accurate input to necessary changes.

Reconstruction or construction shall not adversely affect habitat and achieve no-loss of productive fish, shellfish and eelgrass habitat. Construction and maintenance of the launch shall ensure preservation of natural tidal currents and minimal displacement of native beach material. Lessee will incorporate monitoring of beach processes to evaluate potential adverse impacts as part as of planning for reconstruction or construction of boat launch.

Any construction or placement of unauthorized improvements will become the property of the state and are subject to removal at the Lessee's expense upon the Lessor's request.

All repairs and maintenance to structures will be made of NONTOXIC treated wood, or other environmentally friendly materials, such as concrete, steel or plastic. Where possible, the pier decking should include sections of aluminum grating to allow additional light penetration to the water. The float systems must not have exposed styrofoam.

The operations of the facility must meet or exceed all state and federal minimum requirements relating to safety standards, paying attention to the mechanical, electrical, and safety aspects of the docks and floats. Any defects must be corrected as soon as possible.

SECTION 8 - ENVIRONMENTAL LIABILITY/RISK ALLOCATION

8.4 Notification and Reporting

Lessee will notify the Lessor of any violation received from any regulatory agency. In addition to reviewing any plans associated with remedying the violation, the State may attach additional requirements for state-owned aquatic lands.

SECTION 11 - MAINTENANCE AND REPAIR

11.2 Lessee's Repairs, Alteration, Maintenance and Replacement

Lessee will make periodic inspections of the facility to determine material and functional condition of all structural, mechanical, electrical and safety aspects of the pier, floats and launch pad. Any noted defects will be corrected as soon as possible.

SECTION 15 - ENTRY BY STATE

Routine site inspection by the DNR Land Manager is planned for one a year.

SECTION 18.1 - MISCELLANEOUS AUTHORITY

MANAGEMENT

Lessee will at all times maintain professional management of the facility and will appoint a person experienced in such management to manage day-to-day operations of the facility. The name and the address of the designated manager shall be provided to State to facilitate direct communications regarding facility operations. Lessee shall promptly notify State of any changes in management.

The current manager is: Joseph Dusenbury, Harbormaster
City of Des Moines
22307 Dock Avenue South
Des Moines, WA 98198

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:
South 216th Street Segment 3 Project - PSE
Schedule 74 Utility Undergrounding Agreement
Reconciliation

ATTACHMENTS:

1. CIP Project Budget Worksheet

FOR AGENDA OF: June 9, 2022

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: May 27, 2022

CLEARANCES:

- ☐ Community Development N/A
- ☐ Marina N/A
- ☐ Parks, Recreation & Senior Services N/A
- ☒ Public Works _____

CHIEF OPERATIONS OFFICER: 

- ☒ Legal /s/ TG
- ☒ Finance 
- ☐ Courts N/A
- ☐ Police N/A

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is for City Council to direct administration to bring forward an amendment to the 2022-2027 Capital Improvement Plan and 2022 Capital Budget defining project expenditures and revenue to finalize payment to Puget Sound Energy (PSE) for the South 216th Street Segment 3 Project. The following motions will appear on the consent calendar:

Suggested Motions

Motion 1: “I move to direct administration to bring forward a budget amendment for the 2022-2027 Capital Improvement Plan and the 2022 Capital budget to include the amended South 216th Street Segment 3 Project as shown (Attachment 1) and as described herein, and include such amendment in the next available budget amendment ordinance.”

Background

On October 17th, 2018, the City and PSE entered into a Schedule 74 Utility Undergrounding Agreement (Sch 74) for the South 216th Street Segment 3 Project for related power infrastructure. This entailed

complete franchise utility undergrounding on South 216th Street between 20th Ave South and 11th Avenue South. Both the City and PSE are responsible for proportional shares of undergrounding costs per the terms of the agreement.

On January 24th, 2019, the City Council awarded a Public Works Construction Contract to Ceccanti, Inc. The work began on February 18th, 2019 and was completed on September 24th, 2020. The City accepted the completed project work on January 29th, 2021. Subsequently, the project was closed-out in 2021.

City staff notified PSE on August 26th, 2020 to begin the Sch 74 reconciliation process after the utility undergrounding was complete. Due to unforeseen circumstances related to the COVID-19 pandemic, PSE's final Schedule 74 invoicing to the City was significantly delayed and occurred on January 3rd, 2022 without any prior notice.

Discussion

Motion #1 (Project CIP Budget Amendment)

Utility undergrounding of aerial utilities and placement within a joint utility trench is complex and has been incorporated into the South 216th Street Segment 3 Project design and construction. PSE is one franchise utility partner on the project and is responsible for a proportional share of design, construction, installation of new facilities, and wreck-out of obsolete facilities. They are also obligated to the City's proposed construction schedule in order to ensure efficient completion of the City's project. Generally, PSE's cost share for this undergrounding conversion is 60% while the City is 40%.

After a project is complete, Sch 74 reconciliation is required to finalize cost obligations. In this instance, PSE's invoice for services rendered to the City occurred much later than expected, resulting in project expenditure need after City project close-out. The final PSE invoice is in the amount of \$220,605.90 and has been confirmed by Staff.

Alternatives

None.

The proposed project expenditure to pay the PSE invoice satisfies the terms of the Sch 74 Agreement.

Financial Impact

The proposed budget amendment has revenue to fully fund the expenditures.

Recommendation

Staff recommends adoption of the motion.

CITY OF DES MOINES
2022-2027 CAPITAL IMPROVEMENT PLAN
(Amount in Thousands)

South 216th - Segment 3

Project #	319.334
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CIP Category: Transportation - Capital Projects

Managing Department: Plan, Build & PW Admin

Summary Project Description:

Widen roadway to provide center turn lane, bike lanes, curb, gutter and sidewalks between 11th Ave South and 19th Avenue South.

Justification/Benefits: The need for pedestrian facilities along South 216th Street is identified in the City's Comprehensive Transportation Plan and the Six Year Transportation Improvement Plan. South 216th Street has numerous multi-family developments that generate pedestrian traffic along the shoulder of the road. Pedestrians use this route to access bus stops, city buildings, and the Pacific Highway and Marine View Drive corridors.

PROJECT SCOPE			
Expenditures	Current Budget	Requested Change	Total Budget
Design	715	-	715
Land & Right of Way	156	-	156
Construction	6,930	222	7,152
Contingency	-	-	-
Total Expenditures	7,801	222	8,023

ANNUAL ALLOCATION							
Project to Date 12/31/20	Scheduled Year 2021	Plan Year 2022	Plan Year 2023	Plan Year 2024	Plan Year 2025	Plan Year 2026	Plan Year 2027
715	-	-	-	-	-	-	-
156	-	-	-	-	-	-	-
6,928	2	222	-	-	-	-	-
-	-	-	-	-	-	-	-
7,799	2	222	-	-	-	-	-

Funding Sources	Current Budget	Requested Change	Total Budget
Interlocal Agreement (KC Metro)	20	-	20
General Fund Transfer	-	-	-
REET 2	105	-	105
ASE (Automated Speed Enforcement) Transfer	90	-	90
One Time Tax	200	-	200
Surface Water Utility - Project 451.831 Cost Reimbursement	279	-	279
Transportation Benefit District Fund Transfer	280	-	280
REET 1	295	-	295
Private Contributions (Franchise Utility)	207	121	328
Traffic in-Lieu	1,500	-	1,500
Traffic Impact Fees - City Wide	1,667	101	1,768
TIB Grant (Secured)	3,158	-	3,158
Total Funding	7,801	222	8,023

Project to Date 12/31/20	Scheduled Year 2021	Plan Year 2022	Plan Year 2023	Plan Year 2024	Plan Year 2025	Plan Year 2026	Plan Year 2027
20	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
105	-	-	-	-	-	-	-
90	-	-	-	-	-	-	-
200	-	-	-	-	-	-	-
279	-	-	-	-	-	-	-
280	-	-	-	-	-	-	-
295	-	-	-	-	-	-	-
328	-	-	-	-	-	-	-
1,500	-	-	-	-	-	-	-
1,667	-	101	-	-	-	-	-
3,158	-	-	-	-	-	-	-
7,922	-	101	-	-	-	-	-

OPERATING IMPACT			
Operating Impact	6 Year Total		
Revenue	-	-	-
Expenses	-	-	-
Net Impact	-	-	-

ANNUAL OPERATING IMPACT							
12/31/20	2021	2022	2023	2024	2025	2026	2027
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: AHBL Consultant Services Contract -
Housing Action Plan

ATTACHMENTS:

1. AHBL Consultant Services Contract

FOR AGENDA OF: June 9, 2022

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: May 31, 2022

CLEARANCES:

- ☒ Community Development DEL
- ☐ Marina _____
- ☐ Parks, Recreation & Senior Services _____
- ☐ Public Works _____

CHIEF OPERATIONS OFFICER: 

- ☒ Legal /s/ TG
- ☐ Finance _____
- ☐ Courts _____
- ☐ Police _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval for the Consultant Services Contract with AHBL (Attachment 1) to prepare the City of Des Moines Housing Action Plan (HAP) pursuant to the HAP Grant Agreement (Contract No. 22-63314-010) between the City of Des Moines and the Washington State Department of Commerce. The following motion will appear on the Consent Calendar:

Suggested Motion

Motion 1: "I move to approve the Consultant Services Contract with AHBL in the amount of \$75,190.00 for services to prepare the City of Des Moines Housing Action Plan, and further authorize the City Manager to sign substantially in the form as submitted."

Background

The 2021 Legislature appropriated \$5 million for cities planning under the Growth Management Act (GMA) to adopt new housing action plans (HAPs) under RCW 36.70A.600 or to implement strategies from adopted HAPs. In late 2021, the Washington State Department of Commerce awarded the City a \$100,000 grant to prepare a HAP. The City Council accepted the grant on December 16, 2021 and authorized the City Manager to sign the grant agreement. The grant agreement stated that consultant services would be used to support this work.

The City has outlined four primary grant objectives in its agreement with Commerce:

- Draft a Housing Needs Assessment
- Public Engagement Plan and Summary of Results
- Draft a Housing Action Plan and Final Housing Needs Assessment
- Adoption of Housing Action Plan

This work is also in preparation for the City's required 2024 comprehensive plan update and will serve to inform the housing element.

Discussion

The HAP grant funds will be used to cover the AHBL Consultant Services Contract and some staff time. The bulk of the City's effort will be tied to management of the HAP project as it moves throughout the planning process, regulatory review and updating tasks.

The Housing Action Plan would fulfill key Comprehensive Plan goals, policies and implementation strategies aimed at addressing both the local and regional need for low and moderate income housing and providing special-needs housing and a variety of housing choice. The Plan will provide the framework to evaluate corridor and sub-area enhancements for infrastructure needs and mitigate displacement, and will contribute to the implementation of VISION 2050 and Countywide Planning Policies. It will also position the City to increase the affordable housing stock in our community and minimize the impacts of the regional housing market.

Alternatives

1. The City Council could elect to not approve the Consultant Services Contract with AHBL and direct staff to solicit other proposals; however, this will require additional staff time to facilitate and will cause project delay.

Financial Impact

There will be no fiscal impact to the City.

Recommendation

Staff recommends that the City Council approve the Consultant Services Contract with AHBL.



CONSULTANT SERVICES CONTRACT between the City of Des Moines and AHBL, Inc.

THIS CONTRACT is made between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and AHBL, Inc., organized under the laws of the State of Washington, located and doing business at 2215 N 30th Street, Suite 300, Tacoma, WA 98403-3350 (hereinafter the "Consultant").

I. DESCRIPTION OF WORK.

Consultant shall perform the following services for the City in accordance with the following described plans and/or specifications:

This contract is funded by Washington State Department of Commerce Grant No. 22-63314-010. AHBL and all subcontractors are aware and have reviewed the terms of the grant and agree to abide by and be bound by those terms. It is understood and agreed by all parties that COMMERCE and the State of Washington are not liable for claims or damages arising from the contractor's or a subcontractor's performance of this contract.

The scope of services to be performed shall be as described in Exhibit "A", attached, and hereby incorporated into this Contract.

Consultant further represents that the services furnished under this Contract will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time those services are performed.

II. TIME OF COMPLETION. The parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I by June 15, 2023, or as amended.

III. COMPENSATION.

- A. The City shall pay the Consultant, based on time and materials, an amount not to exceed Seventy-Five Thousand One Hundred and Ninety Dollars (\$75,190.00) for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract. The Consultant agrees that the amount budgeted for as set forth in Exhibit B for its services contracted for herein shall remain locked at the negotiated rate(s) for a period of one (1) year from the effective date of this Contract.

CONSULTANT SERVICES CONTRACT
(Various)

- B. The Consultant shall submit quarterly (per Commerce Grant No. 22-63314-010) payment invoices to the City for work performed, and a final bill upon completion of all services described in this Contract. The City shall provide payment within forty-five (45) days of receipt of an invoice. If the City objects to all or any portion of an invoice, it shall notify the Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

IV. INDEPENDENT CONTRACTOR. The parties intend that an Independent Contractor-Employer Relationship will be created by this Contract and that the Consultant has the ability to control and direct the performance and details of its work; however, the City shall have authority to ensure that the terms of the Contract are performed in the appropriate manner.

V. CHANGES. The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Consultant determines, for any reason, that a change order is necessary, Consultant must submit a written change order request to the person listed in the notice provision section of this Contract, section XVI(C), within fourteen (14) calendar days of the date Consultant knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Consultant's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Consultant on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Consultant shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Consultant fails to require a change order within the time specified in this paragraph, the Consultant waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Consultant disagrees with the equitable adjustment, the Consultant must complete the change order work; however, the Consultant may elect to protest the adjustment as provided in subsections A through E of Section VI, Claims, below.

The Consultant accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Consultant as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

VI. CLAIMS. If the Consultant disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Consultant may file a claim as provided in this section. The Consultant shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Consultant knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Contract or otherwise, shall be conclusively deemed to have been waived by the Consultant unless a

timely written claim is made in strict accordance with the applicable provisions of this Contract.

At a minimum, a Consultant's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

- A. Notice of Claim. Provide a signed written notice of claim that provides the following information:
1. The date of the Consultant's claim;
 2. The nature and circumstances that caused the claim;
 3. The provisions in this Contract that support the claim;
 4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
 5. An analysis of the progress schedule showing the schedule change or disruption if the Consultant is asserting a schedule change or disruption.
- B. Records. The Consultant shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Consultant's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

- C. Consultant's Duty to Complete Protested Work. In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Contract.
- D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Consultant also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).
- E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Consultant completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

VII. LIMITATION OF ACTIONS. CONSULTANT MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS CONTRACT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONSULTANT'S ABILITY

TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

VIII. TERMINATION. Either party may terminate this Contract, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Contract. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this project, which may be used by the City without restriction. If the City's use of Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

IX. DISCRIMINATION. In the hiring of employees for the performance of work under this Contract or any subcontract, the Consultant, its subcontractors, or any person acting on behalf of the Consultant or subcontractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

X. INDEMNIFICATION. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

The City's inspection or acceptance of any of Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

The provisions of this section shall survive the expiration or termination of this Contract.

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

No Limitation. Consultant's maintenance of insurance as required by the Contract shall not be construed to limit the liability of the Consultant to the coverage

provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types and coverage described below:

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

B. Minimum Amounts of Insurance: Consultant shall maintain the following insurance limits:

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

C. Other Insurance Provisions.

1. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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

E. Verification of Coverage Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not

necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contract before commencement of the work.

F. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

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

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

XII. EXCHANGE OF INFORMATION. The City will provide its best efforts to provide reasonable accuracy of any information supplied by it to Consultant for the purpose of completion of the work under this Contract.

XIII. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS. Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City. All records submitted by the City to the Consultant will be safeguarded by the Consultant. Consultant shall make such data, documents, and files available to the City upon the City's request. The City's use or reuse of any of the documents, data and files created by Consultant for this project by anyone other than Consultant on any other project shall be without liability or legal exposure to Consultant.

XIV. CITY'S RIGHT OF INSPECTION. Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Contract, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure satisfactory completion.

XV. WORK PERFORMED AT CONSULTANT'S RISK. Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Consultant's own risk, and Consultant

shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XVI. MISCELLANEOUS PROVISIONS.

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Contract, or to exercise any option conferred by this Contract in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law.

1. Alternative Dispute Resolution. If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

2. Applicable Law and Jurisdiction. This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the King County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Contract, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section X of this Contract.

C. Written Notice. All communications regarding this Contract shall be sent to the parties at the addresses listed on the signature page of this Contract, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract or such other address as may be hereafter specified in writing.

D. Assignment. Any assignment of this Contract by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Contract shall continue in full force and effect and no further assignment shall be made without additional written consent.

E. Modification. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of the City and Consultant.

F. Entire Contract. The written provisions and terms of this Contract, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Contract. All of the above documents are hereby made a part of this Contract. However, should any language in any of the Exhibits to this Contract conflict with any language contained in this Contract, the terms of this Contract shall prevail.

G. Compliance with Laws. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Contract or accruing out of the performance of those operations.

H. Business License. Contractor shall comply with the provisions of Title 5 Chapter 5.04 of the Des Moines Municipal Code.

I. Counterparts. This Contract may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Contract.

J. Records Retention and Audit. During the progress of the Work and for a period not less than three (3) years from the date of completion of the Work or for the retention period required by law, whichever is greater, records and accounts pertaining to the Work and accounting therefore are to be kept available by the Parties for inspection and audit by representatives of the Parties and copies of all records, accounts, documents, or other data pertaining to the Work shall be furnished upon request. Records and accounts shall be maintained in accordance with applicable state law and regulations.

IN WITNESS, the parties below execute this Contract, which shall become effective on the last date entered below.

CONSULTANT:

By: _____
(signature)

Print Name: _____

Its _____
(Title)

DATE: _____

CITY OF DES MOINES:

By: _____
(signature)

Print Name: Michael Matthias

Its City Manager
(Title)

DATE: _____

Approved as to form:

City Attorney

DATE: _____

NOTICES TO BE SENT TO:

CONSULTANT:

Wayne Carlson, FAICP, Principal
AHBL
2215 North 30th Street, Suite 300
Tacoma, WA 98403-3350
253-383-2422 (telephone)
253-383-2572 (facsimile)

NOTICES TO BE SENT TO:

CITY OF DES MOINES:

Denise Lathrop, AICP, Community
Development Director
City of Des Moines
21630 11th Avenue S., Suite A
Des Moines, WA 98198
206-870-6563 (telephone)
206-870-6544 (facsimile)

EXHIBIT A SCOPE OF WORK

DES MOINES HOUSING ACTION PLAN WASHINGTON STATE DEPARTMENT OF COMMERCE GRANT NUMBER 22-63314-010

ACTION 1: HOUSING NEEDS ASSESSMENT

A Housing Needs Assessment will provide a coherent analysis of housing supply, demand, and needs in Des Moines to provide a basis for evaluating strategies for the City's Housing Action Plan. This assessment will identify where there are gaps in housing supply by income level and housing type based on current and projected needs.

Step 1.3: Data Collection

With the assistance of the City's project manager, ECONorthwest staff will assemble all relevant housing, population and employment data that is available from the City, neighboring jurisdictions and other publicly available sources. We will endeavor, whenever available, to utilize sub-regional data from the South King County Housing and Homeless Partners and to utilize data available from neighboring jurisdictions, where appropriate.

Step 1.4: Project Housing Needs

ECONorthwest staff will analyze population and employment trends and projections to quantify the City's existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households.

Step 1.5: Review the City's Housing Policies and Draft Existing Conditions and Housing Needs Report

ECONorthwest and AHBL staff will review and evaluate the City's current housing element, land capacity data and other policies regarding housing, including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, implementation of the schedule of programs and actions, and recommend changes to address identified housing gaps and displacement risks. This work will include updates to the housing goals, policies, and implementation strategies (Existing Conditions and Housing Needs Report) that will form the basis of a new Housing Element for the City's upcoming Periodic Update to its Comprehensive Plan.

ACTION 1 DELIVERABLE(S)

Deliverable 1: Draft Existing Conditions and Housing Needs Report

ECONorthwest and AHBL staff will assemble data, analysis and findings into a report that illustrates the existing supply of housing and housing types and the current and future estimated demand for housing in the City.

ACTION 2: PUBLIC ENGAGEMENT

The Department of Commerce expects the City to engage the public, community groups, local builders, realtors, nonprofit housing advocates and religious groups in the preparation of the Housing Action Plan. The City of Des Moines will identify groups that should be included in the outreach. AHBL will prepare a

public engagement plan that identifies goals and objectives for public outreach. AHBL will conduct community outreach, engaging stakeholders and the public through a community survey.

Step 2.1: Public Engagement Plan

Based on feedback from City staff provided at the project kickoff meeting, AHBL will prepare a Public Engagement Plan that will serve as the roadmap for planned public involvement for the Housing Action Plan. The Public Engagement Plan will include methods for soliciting feedback from stakeholders and may include some or all of the following methods:

- Preparation of a survey which will be disseminated Citywide via the City's webpage, social media, and local newspapers;
- Interviews with identified stakeholders and public workshops/open houses, to be held in-person or virtually as the pandemic and restrictions on in-person gatherings allow; and
- Social media posts advertising the survey, stakeholder interviews, and public workshops/open houses.

Step 2.2: Public Outreach

AHBL will facilitate a public open house meeting to solicit input from the general public on the draft Housing Action Plan prior to adoption and invite the public to respond to the draft. AHBL staff will prepare PowerPoint presentations, boards, handouts, and other meeting collateral necessary to facilitate the open house. Other outreach events described in the Public Engagement Plan will be performed under this task.

Step 2.3: Public Survey

AHBL staff will prepare draft survey questions for review by City staff to inform the Housing Action Plan. The survey will be prepared using SurveyMonkey and will be disseminated by the City via its webpage, social media, and advertised in the local newspapers. AHBL staff will compile the results of the survey for the City's review and inclusion within the Housing Action Plan.

Step 2.4: Stakeholder Input

AHBL staff will interview and summarize recommendations from individual stakeholders identified by City staff. The stakeholder may include housing advocates, housing providers, social service organizations, residents, developers, neighborhood associations, tenants, and religious organizations.

ACTION 2 DELIVERABLE(S)

Deliverable 2a

AHBL will prepare a Public Engagement Plan that will serve as the roadmap for planned public involvement for the Housing Action Plan. The Public Engagement Plan will include the methods for soliciting feedback from stakeholders that the City used to engage the public.

Deliverable 2b: Public Engagement Results

AHBL staff will document the results of the City's public engagement efforts in a public engagement report. The documentation of the public engagement results will include compilation of the following:

- City-approved survey
- Survey findings report in an electronic format. The raw data in an Excel database, or other format will also be provided to the City.

- Written notes from stakeholder interviews
- Public engagement boards, PowerPoint presentations, and other meeting collateral associated with public open houses

ACTION 3: DEVELOP POLICIES AND TOOLS FOR INCREASED HOUSING DIVERSITY

This phase of work involves preparing the Housing Action Plan including all related maps, graphics, narrative, and strategies.

Step 3.1: Strategies Development

In this task, AHBL and ECONorthwest staff will summarize current housing policies, tools, and incentives and evaluate their effectiveness. We will work with staff to compile a comprehensive list and description of policies, strategies, programs, and incentives that are intended to support the production of housing across unit types and income levels.

This work will reflect input from the stakeholders who will provide perspectives on the effectiveness of existing measures and where there is room for improvement. Based on this assessment, we will identify any barriers that may exist (i.e. policies, regulations, permitting process) and any programs or incentives that have been implemented successfully that could provide a model for the region.

Step 3.2: Anti-Displacement Strategy Development

AHBL staff will prepare anti-displacement strategies, including strategies to minimize displacement of low-income residents resulting from redevelopment, for inclusion in the Housing Action Plan.

Step 3.3 Existing Strategy Review

AHBL and ECONorthwest staff will review strategies to plan for and accommodate existing and projected needs of all economic segments of the community, including documenting programs and actions needed to achieve housing availability including gaps in local funding, barriers such as development regulations, and other limitations.

Step 3.4: Existing Policy Review

AHBL staff will identify local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing and identify policies and regulations to address and begin to undo these impacts

Step 3.5: Housing Action Plan Implementation Schedule

Building on the work performed in the prior steps, the Housing Action Plan will offer a detailed picture of the City's housing landscape, identify barriers to development, and offer strategies and recommendations that the city can take to increase the supply and types of housing needed to meet expected growth while minimizing potential displacement. The main effort in this task will consist of drafting a public facing document with actionable strategies and recommendations. This action plan will prioritize the strategies and building on the work performed in the prior tasks, the plan will offer a detailed picture of the housing landscape, identify barriers to development, and offer anti-displacement strategies and recommendations that the city can take to increase the supply and types of housing needed to meet expected growth while minimizing potential displacement. The main effort in this task will consist of drafting a public-facing document with actionable strategies and recommendations.

This step will also include AHBL and ECONorthwest staff preparing a schedule of programs and actions to implement the Housing Action Plan. The implementation schedule will prioritize the strategies and recommendations for implementation in the near-, medium-, or long-term, and will include recommended updates and changes to the current comprehensive plan policies, as well as new policies and programs to include.

ACTION 3 DELIVERABLE(S)

Deliverable 3: Draft Housing Action Plan and Existing Conditions and Housing Needs Report

AHBL and ECONorthwest staff will prepare a final draft the Housing Action Plan, Existing Conditions Report and Housing Needs Report based on input received from the public, stakeholders, City staff and the City Council committee. The Draft Housing Action Plan and Existing Conditions and Housing Needs Report will be used during the adoption phase (Action 4).

ACTION 4: ADOPTION SERVICES

AHBL will lead the efforts required for the public plan adoption process and production of the final document. Our team has the local and state experience needed to understand the level of detail that is appropriate for briefings, public hearings, and as responses to questions. AHBL/ECONorthwest staff will attend up to two City Council meetings and/or hearings as a part of the plan approval and adoption process.

Step 4.1: Draft HAP Briefing to Des Moines City Council

AHBL and City staff will present the final Draft HAP to the Des Moines City Council in a briefing format. The purpose of the presentation will be to solicit comment on the final Draft HAP prior to the first reading of the ordinance/resolution to adopt the HAP. This step includes amendments to the HAP that may be directed by councilmembers resulting from the briefing.

Step 4.2: Draft HAP Public Hearing

AHBL and City staff will present the HAP for adoption in a public hearing. The HAP will be accompanied by an ordinance or resolution prepared by AHBL and City staff under Step 4.3, below.

Step 4.3: Ordinance/Resolution for Adoption

AHBL and City staff will prepare ordinance or resolution for use during the public hearing with the Des Moines City Council that will occur under Step 4.2, above.

ACTION 4 DELIVERABLE(S)

Deliverable 4: Adopted Housing Action Plan

AHBL staff will assist City staff with the transmittal of the adopted Housing Action Plan to the Washington State Department of Commerce in support of its grant (Contract No.: 22-63314-010). This deliverable will also include the ordinance or resolution that accompanies the Housing Action Plan adoption.

EXHIBIT B – BUDGET

BUDGET	AHBL		ECONW			TOTAL
	Wayne E. Carlson, AICP, LEED AP Principal & Project Manager	Stefanie Hindmarch Planner III	Robert Parker Project Director	Jennifer Cannon Project Manager	Associate	
	\$225	\$115	\$250	\$160	\$140	
ACTION 1: HOUSING NEEDS ASSESSMENT						
Step 1.3: Data Collection	3	4	2	2	17	\$4,335
Step 1.4: Project Housing Needs	1	2	0	5	25	\$4,755
Step 1.5: Review the City's Housing Policies	4	8	4	15	70	\$15,020
Subtotal	8	14	6	22	112	\$24,110
ACTION 2: PUBLIC ENGAGEMENT						
Step 2.1: Public Engagement Plan	2	4	0	0	0	\$910
Step 2.2: Public Outreach	4	24	2	4	4	\$5,360
Step 2.3: Public Survey	2	24	0	0	0	\$3,210
Step 2.4: Stakeholder Input	8	24	0	0	0	\$4,560
Subtotal	16	76	2	4	4	\$14,040
ACTION 3: DEVELOP POLICIES AND TOOLS FOR INCREASED HOUSING DIVERSITY						
Step 3.1: Strategies Development	4	24	2	4	20	\$7,600
Step 3.2: Anti-Displacement Strategies	2	8				\$1,370
Step 3.3: Existing Strategy Review	1	12	1	3	4	\$2,895
Step 3.4: Existing Policy Review	1	12			6	\$2,445
Step 3.5: HAP Implementation Schedule	8	60	1	3	25	\$12,930
Subtotal	16	116	4	10	55	\$27,240
ACTION 4: ADOPTION SERVICES						
Step 4.1: Draft HAP Briefing to City Council	6	12	5	5	2	\$5,060
Step 4.2: Draft HAP Public Hearing	4	8	3	3	2	\$3,330
Step 4.3: Ordinance/Resolution for Adoption	2	4				\$910
Subtotal	12	24	8	8	4	\$9,300
TOTALS	52	230	20	44	175	\$74,690
REIMBURSABLE EXPENSES (COLOR PLOTS, MILEAGE, ETC.)						\$500
GRAND TOTAL						\$75,190

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Lesbian, Gay, Bisexual, Transgender,
Questioning Pride Month (LGBTQ) Proclamation

FOR AGENDA OF: June 9, 2022

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: June 3, 2022

ATTACHMENTS:
1. Proclamation

CLEARANCES:

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

The purpose of this agenda item is to recognize June as LGBTQ Pride Month.

Suggested Motion

Motion: "I move to approve the Proclamation recognizing June as LGBTQ Pride Month."

Background

This year's proclamation recognizes the work of the Washington Legislature in passing SB5313, the Gender Affirming Treatment Act, sponsored by Senator Marko Liias (D-Everett), and with the backing and the advocacy of several grassroots organizations working for the wellbeing of the transgender community in the state. This year is also the 30th anniversary of Executive Order 91-06 signed by Governor Booth Gardner in 1991, which recognizes sexual orientation as a protected class in the state for the first time as well as the 30th anniversary of the first Capital City Pride in our capital city of Olympia, the first such Pride celebration outside of the City of Seattle. Today the Seattle Pride Parade is the fourth largest in the country, attracting an estimated 500,000 members of the LGBTQIA+ community, friends and allies. The Parade provides the entire community an opportunity to celebrate the present, envision the future and honor the past.

Alternatives

None provided.

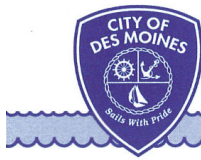
Financial Impact

No financial impact.

Recommendation/Concurrence

Des Moines Administration supports the approval of this proclamation.

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City of Des Moines
CITY COUNCIL

21630 11TH AVENUE SOUTH, SUITE A
DES MOINES, WASHINGTON 98198-6398
(206) 878-4595 T.D.D.: (206) 824-6024 FAX: (206) 870-6540



Proclamation

WHEREAS, Washington State recognizes that one of its greatest strengths is the diversity of its people; and

WHEREAS, Washington State has a long standing tradition of upholding the dignity of the individual, supporting legal equality and faith treatment for all people, and ensuring that acts of discrimination and hatred will not be tolerated; and

WHEREAS, members of the lesbian, gay, bisexual, transgender, and questioning (LGBTQ) contribute to our state's success and strengths in a great number of immeasurable ways; and

WHEREAS, the LGBTQ community continues to be a target of violence, harassment, and discrimination by many and yet continue to thrive through the efforts of the community itself and through the support of LGBTQ-affirming spaces, agencies, and individual allies; and

WHEREAS, discrimination based on sexual orientation and gender identity is often compounded with discrimination on the basis of race, immigration status, religion, disability, and age, among others; and

WHEREAS, while nationwide trends continue to highlight the targeting and discriminate against members of the LGBTQ community, Washington State continues to lead in affirming the lives and values of LGBTQ individuals through action such as the passage of Gender Affirming Treatment Act, prohibiting health insurers from denying or limiting coverage for gender-affirming care services on the basis of gender identity or expression; and

NOW THEREFORE, THE DES MOINES CITY COUNCIL HEREBY PROCLAIMS June
as

Lesbian, Gay, Bisexual, Transgender and Questioning Pride Month

and encourage all people in our state to join in celebrating diversity, and promoting inclusion and equal protection under the law, and further encourage people to join us in eliminating discriminatory policies and practices toward any culture, race, or group.

SIGNED this 9th day of June, 202.

Matt Mahoney, Mayor

The Waterland City

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Juneteenth Proclamation

FOR AGENDA OF: June 9, 2022

DEPT. OF ORIGIN: Administration

ATTACHMENTS:

1. Proclamation

DATE SUBMITTED: June 3, 2022

CLEARANCES:

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

Purpose and Recommendation:

The purpose of this agenda item is to recognize June 19, 2022 as Juneteenth.

Suggested Motion

MOTION: "I move to approve the proclamation acknowledging June 19, 2022 as a significant date in American history that essentially was one of the last actions of the civil war and confirmed the abolition of slavery."

Background:

June 19, 1865 marks the date that Major General Gordon Granger arrived in Galveston, Texas and announced the end of both the Civil War and Slavery. The 1865 date is largely symbolic in that the Emancipation Proclamation, issued by President Abraham Lincoln, had legally freed slaves on January 1, 1863, almost 2 ½ years earlier. Juneteenth honors the end to slavery in the United States and is considered the longest running African American holiday. In its 2021 term, the Washington State Legislature passed Substitute House Bill 1016, which makes the nineteenth of June a state legal holiday beginning in 2022 as a day of remembrance for the day when slaves learned of their freedom.

Alternatives:

None.

Financial Impact:

None.

Recommendation/Conclusion:

City Manager and City Administration recommend Council passing this proclamation.

Concurrence:

None.



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Proclamation

WHEREAS, on January 1, 1863, President Abraham Lincoln issued the Emancipation Proclamation, setting in motion the end of slavery in the United States; and

WHEREAS, the Civil War ended with the surrender of General Lee at Appomattox Court House on April 9, 1865; and

WHEREAS, this news reached Texas when Union General Gordon Granger arrived in Galveston Bay with Union troops. It was on June 19, 1865, that he announced: "The people of Texas are informed that, in accordance with a proclamation from the Executive of the United States, all slaves are free"; and

WHEREAS, celebration of the end of slavery, which became known as Juneteenth, is the oldest known public celebration of the end of slavery in the United States; and

WHEREAS, Juneteenth commemorates African American freedom and celebrates the successes gained through education and greater opportunity; and

WHEREAS, on a larger scale, celebration of Juneteenth reminds each of us of the precious promises of freedom, equality, and opportunity which are at the core of the American Dream; and

NOW THEREFORE, THE DES MOINES CITY COUNCIL HEREBY PROCLAIMS
June 19th as a day to celebrate

JUNETEENTH 2022

In the City of Des Moines, Washington.

SIGNED this 9rd day of June, 2022.

Matt Mahoney, Mayor



The Waterland City