

AMENDED AGENDA

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue S, Des Moines, Washington**

Thursday, July 14, 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 As of June 1, 2022 Governor Inslee rescinded the Stay-at-Home order issued on March 23, 2020 and accordingly all Council meetings will be held in Council Chambers, 21630 11th Avenue S, Suite C.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

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

CITY MANAGER REPORT

- Item 1. [Year-end 2021 Financial Update](#)

CONSENT CALENDAR

- Item 1. APPROVAL OF VOUCHERS
Motion is to approve for the payroll transfers through July 5, 2022 in the attached list and further described as follows:
- | | | |
|------------------------|------------------|---------------|
| Payroll Checks | # 19503 to 19511 | \$ 4,342.83 |
| Payroll Direct Deposit | # 1903 to 2074 | \$ 516,235.35 |
- Total Payroll Checks: \$520,578.18
[Approval of Vouchers](#)
- Item 2. APPROVAL OF MINUTES
Motion is to approve the June 23, 2022 Regular Council meeting minutes.
[Approval of Minutes](#)
- Item 3. CHILDHOOD CANCER AWARENESS MONTH PROCLAMTION
Motion is to approve the Proclamation supporting September as Childhood Cancer Awareness Month.
[Childhood Cancer Awareness Month](#)
- Item 4. MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CITY OF ALGONA, KING COUNTY, AND THE PUBLIC DEFENDER ASSOCIATIONS REGARDING FORMATION OF A LAW ENFORCEMENT ASSISTED DIVERSION
Motion is to approve the Memorandum of Understanding with the City of Algona, King County, and the Public Defender Association, establishing and determining the membership of a LEAD Policy Coordinating Group for the Algona and Des Moines LEAD Program and to authorize the City Manager to sign the MOU in substantially the form attached.
[Memorandum of Understanding \(MOU\) with the City of Algona, King County, and the Public Defender Associations regarding formation of a Law Enforcement Assisted Diversion](#)
- Item 5. PUBLIC HEALTH SEATTLE & KING COUNTY FEDERAL SUB-AWARD AGREEMENT FOR WOODMONT CREEK BASIN SURVEY

Motion is to approve the Woodmont Creek Basin Survey Federal Sub-Award Agreement between Public Health Seattle & King County and the City of Des Moines, and authorize the City Manager to sign Agreement substantially in the form submitted.

[Public Health Seattle & King County Federal Sub-Award Agreement for Woodmont Creek Basin Survey](#)

- Item 6. SENIOR SERVICES ADVISORY COMMITTEE APPOINTMENTS
Motion 1 is to confirm the Mayoral appointment of ~~Nzola Pedro~~ **Pedro Nzola** to an open position on the City of Des Moines Senior Services Advisory Committee, effective immediately. ~~Nzola Pedro's~~ **Pedro Nzola's** term will expire December 31, 2023.

Motion 2 is to confirm the Mayoral appointment of Aileen Evans to an open position on the City of Des Moines Senior Services Advisory Committee, effective immediately. Aileen Evans term will expire December 31, 2025.

[Senior Services Advisory Committee Appointments](#)

- Item 7. DRAFT ORDINANCE 22-005 - REDUCTION OF SPEED LIMIT ON PACIFIC HIGHWAY SOUTH (SR-99)
Motion is to pass Draft Ordinance No. 22-005 modifying DMMC section 10.20.020 revising the speed limit on SR-99 (Pacific Highway South) located in the City of Des Moines.

[Draft Ordinance 22-005 - Reduction of Speed Limit on Pacific Highway South \(SR-99\)](#)

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

August 04, 2022 City Council Regular Meeting

ADJOURNMENT

From: [Jana Wattenberg](#)
To: [CityCouncil](#)
Subject: Land Use Sign / Masonic Home
Date: Thursday, July 14, 2022 8:40:51 AM

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

Hi there!

I'm reaching out because I live in the Zenith area across from the Masonic Home. On a walk yesterday, we noticed the Land Use sign was updated and indicated that the structure will be demolished and there will be a "probable significant environmental impact". We need to know more about this. I have two small children, and I need to know how this could impact them as well. I understand the building was purchased by a private seller, but you are the advocates for the citizens of Des Moines and it is important that you keep our safety in mind and prioritize communication with us. If there are any scheduled public forums regarding the Masonic home, please let me know.

Thank you.

Jana Wattenberg
206.817.2124

From: notification@civiclive.com
To: [Taria Keane](#)
Subject: Contact Information 2022-07-14 12:13 PM(PST) Submission Notification
Date: Thursday, July 14, 2022 12:14:02 PM

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

Contact Information 2022-07-14 12:13 PM(PST) was submitted by Guest on 7/14/2022 3:13:47 PM (GMT-08:00) US/Pacific

Name	Value
First Name	ANN
Last Name	WAARA
Address1	28120 Redondo Beach Dr S
City	Des Moines
State	WA
Zip	98198
Phone	206-650-5932
Email	annstieglitz@gmail.com
Subject	RACING & NOISE ORDINANCE
Comment	The noise and racing that takes place in and around Redondo Beach Dr South consistently in the evening hours meets with, and typically exceeds, the criteria set out in city ordinance 1595 with respect to noise restrictions and 1747 with respect to racing. Signs are placed on all three hills that lead to Redondo Beach Dr South which clearly read such ordinances will be enforced, however the signs are NOT in a conspicuous place where they can be seen by persons racing and/or making noise and therefore are not a deterrent; further, the police presence is not adequate during evening hours to deter or enforce these ordinances. Would it not benefit all parties concerned, i.e., the city, the police, the Redondo residents, the persons making noise, the persons racing, to relocate the signs.
Do you wish to speak at the City Council meeting?	No
wantCopy	True
Email address	annstieglitz@gmail.com

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

review_url

[illegible]

QUARTERLY FINANCIAL REPORT

4TH QUARTER 2021

MAJOR REVENUE TRENDS

- Property taxes represent the largest source of revenue (22.5%) for the General Fund. In 2021, the City received \$5,305,346 (100.7%) of the amount budgeted.
- Utility taxes are the second largest source of general fund revenue, comprising 16.1% of total revenue. Utility taxes in 2021 increased 2.7% over 2020.
- Regular sales tax received in 2021 increased 5.3% over 2020. Sales tax receipts for 2021 were in line with the City's projections.
 - Increases in sales tax activity were seen in Wholesale Trade, Retail Trade and Services
 - Construction had a small increase of 0.9% compared to 2020

QUARTERLY FINANCIAL REPORT

4TH QUARTER 2021

MAJOR REVENUE TRENDS (CONTINUED)

- Business & Occupation taxes were 9.2% less than 2020.
- Franchise fees received were 0.04% less than amount collected in 2020, but higher than budgeted.
- Red light running revenues were \$1,313,215 in 2021 and 9.2% higher than amount in 2020.
- Real estate excise taxes were significantly higher (\$2,234,092) than revised budget projections (\$1,700,000)
 - Total Taxable Selling Price for 2021 was \$412,793,387.50
 - Increases in real estate prices and increases in real estate sales account for the additional revenue received in 2021.
 - Real Estate Excise tax revenues are used for capital improvement projects.

QUARTERLY FINANCIAL REPORT – 4TH QUARTER 2021 GENERAL FUND

- Fiscal year 2021 continued to have impacts from the COVID-19 pandemic although some of the impacts had eased. Various city service programs remained closed or were limited.
- Total General Fund Revenues were \$23,537,241 compared to budgeted revenues of \$22,510,255.
 - Increase in revenues are due to use of American Rescue Plan Act funding received from the federal government.
 - Municipal Court received grant proceeds of approximately \$150,000.
 - Emergency Management received grant proceeds of approximately \$58,000.
 - Police Department received grant proceeds of approximately \$195,000.

QUARTERLY FINANCIAL REPORT - 4TH QUARTER 2021

GENERAL FUND (CONTINUED)

- Total General Fund Expenditures were \$22,932,263 compared to budgeted expenditures of \$24,178,521.
 - Primary reason for decrease was change in practice of not recording the intra-fund transfers between departments within the General Fund.
- Ending Fund Balance of \$7,163,952 (31.2%).
 - Higher than anticipated fund balance due to grant funding received in 2021.
 - Fund balance provides resiliency while the City continues navigate through COVID and economic uncertainties.
- The City continues to be fiscally conservative and to monitor the adopted budget to ensure we are meeting our obligations.



MARINA FUND

- Income for the Marina for FY2021 was \$1,592,479.
- Net increase in cash and cash equivalents was \$1,395,718.
- Marina spent \$381,374 for acquisition and construction of capital assets.
- Marina spent \$799,803 for principal and interest on debt.
- Marina rates were adequate to cover operating expenses, non-operating expenses, capital outlay and debt service.

SURFACE WATER MANAGEMENT (SWM) FUND

- Income for the SWM for FY2021 was \$1,986,540.
- Net decrease in cash and cash equivalents was \$228,468.
- SWM spent \$1,639,941 for acquisition and construction of capital assets.
- SWM rates were adequate to cover operating expenses, non-operating expenses and capital outlay.

YEAR-END 2021 FINANCIAL UPDATE

- Washington State Auditors office conducted the Entrance Conference for the audit of the Annual Comprehensive Financial Statements for fiscal year January 1, 2021 through December 31, 2021.
- Governmental-wide Financial Statements – includes all resources and liabilities both current and long-term.
 - City of Des Moines assets and deferred outflows of resources exceeded its liabilities and deferred inflows.
 - Deferred outflows of resources include asset amounts for the City of Des Moines proportional share of Washington State Retirement assets related to the City's employees and other post-employment benefits for LEOFF I retirees.
 - Deferred inflows of resources include liability amounts for the City of Des Moines proportional share of Washington State Retirement liabilities related to the City's employees, unavailable revenues and debt refunding liabilities.

YEAR-END 2021 FINANCIAL UPDATE

- Financial statements are an important way for the City of Des Moines to demonstrate accountability in our financial management practices and to provide information useful for City Council to develop policy choices.
- Since 2017, the City of Des Moines has consistently received awards of excellence for our preparation of the Annual Comprehensive Financial Statements in compliance with Governmental Accounting Standards (GASB).

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MINUTES

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

Thursday, June 23, 2022 - 6:00 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember JC Harris

ROLL CALL

Council Present:

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

Councilmember Gene Achziger attended the meeting telephonically.

Staff Present:

City Manager Michael Matthias; City Attorney Tim George; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; Harbormaster Scott Wilkins; Police Chief Ken Thomas; Community Development Director Denise Lathrop; Public Works Director Andrew Merges; Civil Engineer I Ben Stryker; City Engineer Tommy Owen; Civil Engineer II Tyler Beekley; Director of Parks, Recreation and Senior Services Nicole Nordholm; and Director of Administrative Services-City Clerk Bonnie Wilkins

CORRESPONDENCE

COMMENTS FROM THE PUBLIC WRITTEN COMMENT

- Ryan Jensen, 6 sex offenders one block

Regular Meeting Minutes
June 23, 2022

COMMENTS FROM THE PUBLIC

- Gary Petersen Jr, Issues on his street

[Comments from the Public](#)

CITY MANAGER REPORT

SMALL BUSINESS DEVELOPMENT CENTER PRESENTATION

- Center Director of Economic Development Programs Rich Shockley from Highline College gave Council a PowerPoint Presentation on Small Business Development Center

[Small Business Development Center](#)

PARKS, RECREATION & SENIOR SERVICES UPDATE

- Director of Parks, Recreation and Senior Services Nicole Nordholm gave Council a PowerPoint Presentation on Summer Events

[City of Des Moines Summer Events](#)

SAMP (SUSTAINABLE AIRPORT MASTER PLAN)

- Chief Strategic Officer Susan Cezar gave Council a PowerPoint Presentation on the Sustainable Airport Master Plan

[Sustainable Airport Master Plan](#)

MARINA REDEVELOPMENT UPDATE

- City Manager Michael Matthias gave Council a PowerPoint Presentation on Marina Redevelopment

[City of Des Moines Marina Redevelopment Update](#)

CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers through June 10, 2022 in the attached list and further described as follows:

ACH/EFT Vendor Payments	#994-1061	\$507,515.83
Wires	#1981-1988	\$631,627.85
Accounts Payable Checks	# 164017-164076	\$481,585.60

Total Checks and Wires for A/P: \$1,620,729.28

Item 2: APPROVAL OF MINUTES

Motion is to approve the May 5, May 12, and June 9, 2022 Regular Council Meeting Minutes.

Regular Meeting Minutes
June 23, 2022

- Item 3: LODGING TAX ADVISORY COMMITTEE APPOINTMENT
Motion is to confirm the Mayoral appointment of Doug Myers to the Lodging Tax Advisory Committee effective immediately.

Direction/Action

Motion made by Councilmember Jeremy Nutting to approve the Consent Calendar; seconded by Deputy Mayor Traci Buxton.

Councilmember Gene Achziger pulled Consent Calendar Item #3.

The remainder of the Consent Calendar passed 7-0.

Council discussed Consent Calendar Item #3.

Motion made by Mayor Matt Mahoney to approve Consent Calendar Item #3 as presented; seconded by Councilmember Harry Steinmetz. Motion passed 7-0.

PUBLIC HEARING/CONTINUED PUBLIC HEARING

- Item 1: TRANSPORTATION IMPROVEMENT PLAN (2023-2042)
• Staff presentation by City Engineer Tommy Owen
[Transportation Improvement Plan \(2023-2042\)](#)

At 7:08 p.m. Mayor Matt Mahoney opened the Public Hearing.

City Engineer Tommy Owen gave Council a PowerPoint presentation regarding the Transportation Improvement Plan 2023-2042.

No one had signed up to speak.

Mayor Matt Mahoney ask 3 times if anyone had signed up to speak.

Mayor Matt Mahoney asked Council if they had any questions.

At 7:23 p.m. Mayor Matt Mahoney closed the Public Hearing.

Direction/Action

Motion made by Councilmember Jeremy Nutting to approve Draft Resolution No. 22-033 adopting the 2023-2042 Transportation Improvement Plan for the City of Des Moines; seconded by Deputy Mayor Traci Buxton. Motion passed 7-0.

NEW BUSINESS

- Item 1: DRAFT ORDINANCE 21-064 NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) SOURCE CONTROL BEST MANAGEMENT PRACTICES

- Staff presentation by Civil Engineer I Ben Stryker

Civil Engineer Ben Stryker gave Council a PowerPoint Presentation on NPDES Source Control Best Management Practices.

[Draft Ordinance 21-064; NPDES Source Control Best Management Practices](#)

Motion made by Councilmember Jeremy Nutting to suspend Rule 26(a) in order to enact Draft Ordinance No. 21-064 on first reading; seconded by Councilmember Vic Pennington.

Motion Passed 5-2

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

Against: Councilmember JC Harris and Councilmember Gene Achziger

Motion made by Councilmember Jeremy Nutting to pass Draft Ordinance No. 21-064 amending DMMC 11.20.020 and 11.20.070, and adding a new section to Chapter 11.20 of DMMC, regarding code changes as required by the City's National Pollution Discharge Elimination System (NPDES) permit; seconded by Councilmember Harry Steinmetz.

Motion Passed 7-0

- Item 2: PASSENGER FERRY PILOT TEST IMPLEMENTATION

- Staff Presentation by City Manager Michael Matthias

City Manager Michael Matthias gave Council a PowerPoint Presentation on the Passenger Ferry Pilot Test Implementation.

[City of Des Moines Proposed Ferry Demonstration Project](#)

Motion made by Councilmember JC Harris to limit the contract to 60 days then bring back an evaluation to Council; seconded by Councilmember Gene Achziger.

Motion Failed 2-5

For: Councilmember JC Harris and Councilmember Gene Achziger

Regular Meeting Minutes
June 23, 2022

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

Amended Motion made by Mayor Matt Mahoney to change the amount to not to exceed \$234,000; seconded by Deputy Mayor Traci Buxton. After discussion Mayor Mahoney withdrew his Amended Motion.

Motion made by Councilmember Vic Pennington to approve the Operating Agreement with Puget Sound Enterprises to operate the passenger ferry pilot program in an amount not to exceed \$200,000, and authorize the City Manager to sign the Agreement substantially in the form as attached; seconded by Councilmember Jeremy Nutting.
Motion Passed 5-2

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

Against: Councilmember JC Harris and Councilmember Gene Achziger

Motion made by Councilmember Vic Pennington to approve the Consulting Agreement with Maritime Consulting Partners in an amount not to exceed \$90,000, and authorize the City Manager to sign the Agreement substantially in the form as attached; seconded by Councilmember Jeremy Nutting.
Motion Passed 5-2

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

Against: Councilmember JC Harris and Councilmember Gene Achziger

Item 3: INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION – 10 Minutes

- Deputy Mayor Traci Buxton proposed to have a discussion on Council Rules as an agenda item at an upcoming meeting. Support of Council.

Regular Meeting Minutes
June 23, 2022

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

(4 minutes per Councilmember) - 30 minutes

COUNCILMEMBER JC HARRIS

- Reach Out Des Moines Meeting
- Mount Rainier High School Graduation
- Puget Sound Clean Air Monitor

COUNCILMEMBER VIC PENNINGTON

- Environmental Committee Meeting
- Police Department Retirements

COUNCILMEMBER HARRY STEINMETZ

- Public Safety/Emergency Management Committee Meeting
- Municipal Facilities Committee Meeting
- Burning Saucer Event
- Father's Day Event
- Des Moines Farmers Market

COUNCILMEMBER GENE ACHZIGER

- No Report

COUNCILMEMBER JEREMY NUTTING

- Municipal Facilities Committee Meeting
- Environmental Committee Meeting
- National Night Out
- Nutting Lemonade Fundraiser
- Ram Fest 2022
- Passenger Ferry Service

DEPUTY MAYOR TRACI BUXTON

- Ram Fest 2022
- South King Housing and Homelessness Partners Board Meeting
- Senior Center Lunch
- Highline High School Open House
- Mount Rainier High School Graduation

Regular Meeting Minutes
June 23, 2022

PRESIDING OFFICER'S REPORT

- Met the new King County Sheriff Patty Cole-Tindall
- South County Transportation Board Meeting
- Ordinance against Fireworks

NEXT MEETING DATE

July 07, 2022 City Council Regular Meeting

ADJOURNMENT

The meeting adjourned at 9:00 p.m.

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Childhood Cancer Awareness Month

FOR AGENDA OF: July 14, 2022

DEPT. OF ORIGIN: Administration

ATTACHMENTS:

1. Proclamation

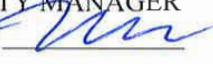
DATE SUBMITTED: July 7, 2022

CLEARANCES:

- ☐ Community Development
- ☐ Marina
- ☐ Parks, Recreation & Senior Services _____
- ☐ Public Works

CHIEF OPERATIONS OFFICER: _____

- ☐ Legal _____
- ☐ Finance
- ☐ Courts
- ☐ Police
- ☒ City Clerk 

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

The purpose of this agenda item is to recommend City Council approval of the attached Proclamation supporting September as Childhood Cancer Awareness Month.

Suggested Motion

Motion: "I move to approve the Proclamation supporting September as Childhood Cancer Awareness Month."

Background

Each year in the United States more than 15,000 children, from birth to 19 years of age are diagnosed with cancer, equal to about 42 childhood cancer diagnoses each day. Worldwide, there are more than 300,000 new childhood cancer diagnoses, equal to about a child being diagnosed with cancer every 3 minutes.

Discussion

Council previously approved a Proclamation supporting September as Childhood Cancer Awareness Month in 2015, 2018, 2019, 2020, and 2021.

Alternatives

None provided.

Financial Impact

No financial impact.

Recommendation/Concurrence

Administration supports Council approving the Proclamation supporting September as Childhood Cancer Awareness Month.

City of Des Moines



ADMINISTRATION
21630 11th AVENUE S, SUITE A
DES MOINES, WASHINGTON 98198-6398
(206) 878-4595 T.D.D: (206) 824-6024 FAX: (206) 870-6540



Proclamation

WHEREAS, each year in the United States more than 300,000 children and youth under the age of 19 are diagnosed with cancer worldwide; and

WHEREAS, childhood cancer is the #1 disease-related cause of death for children in the United States and many other countries; and

WHEREAS, although the five-year survival rate for childhood cancers has reached 80 percent, nearly 2,000 American children under the age of nineteen will die each year from cancer, making it the leading killer of children by disease; and

WHEREAS, those that do survive will face at least one chronic health condition later on in life; and

WHEREAS, the causes of childhood cancer are largely unknown and more studies are needed to understand which treatments work best for children; and

WHEREAS, cancer treatment for children often must differ from traditional adult treatments to take into account children's developmental needs and other factors; and

WHEREAS, children including Layla Beckstrand is just one of many hundreds of children who have been successfully treated for cancer at Seattle Children's Hospital, and her family now volunteers there to raise awareness about childhood cancers; and

WHEREAS, Des Moines is a caring community that supports children and families;

NOW THEREFORE, THE DES MOINES COUNCIL HEREBY PROCLAIMS the month of September as

CHILDHOOD CANCER AWARENESS MONTH

SIGNED this day 7th day of July, 2022.

Matt Mahoney, Mayor

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Memorandum of Understanding (MOU) with the City of Algona, King County, and the Public Defender Association regarding formation of a Law Enforcement Assisted Diversion/Let Everyone Advance with Dignity (LEAD) policy group

ATTACHMENTS: Memorandum of Understanding among the city of Algona, Algona Mayor, Algona City Council, Algona City Police Department, the City of Des Moines, Des Moines mayor, Des Moines City Council, Des Moines City Manager, Des Moines City Attorney, Des Moines Police Department, King County Executive's Office, King County Council, King County Prosecutor's Office, King County Sheriff's Office, and the Public Defender Association regarding LEAD (Law Enforcement Assisted Diversion/Let Everyone Advance with Dignity) policy coordinating group: formation, composition, governance, and responsibilities

FOR AGENDA OF: July 14, 2022

DEPT. OF ORIGIN: Police

DATE SUBMITTED: July 7, 2022

CLEARANCES:

- ☐ Community Development ____
- ☐ Marina ____
- ☐ Parks, Recreation & Senior Services ____
- ☐ Public Works ____

CHIEF OPERATIONS OFFICER: _____

- ☒ Legal /s/ TG
- ☐ Finance ____
- ☐ Courts ____
- ☒ Police /s/ KT

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is for the City Council to consider a Memorandum of Understanding with the City of Algona and King County to establish a LEAD Policy Coordinating Group for the Algona and Des Moines LEAD Program.

Suggested Motion

Motion 1: "I move to approve the Memorandum of Understanding with the City of Algona, King County, and the Public Defender Association, establishing and determining the membership of a LEAD Policy Coordinating Group for the Algona and Des Moines LEAD Program and to authorize the City Manager to sign the MOU in substantially the form attached."

Background

In 2011, in an attempt to move away from the War on Drugs paradigm and to reduce gross racial disparities in police enforcement, LEAD -- a new harm-reduction oriented process for responding to low-level offenses such as drug possession, sales, and prostitution -- was developed and launched in Seattle. LEAD was the result of an unprecedented collaboration between police, prosecutors, civil rights advocates, public defenders, political leaders, mental health and drug treatment providers, housing providers and other service agencies, and business and neighborhood leaders -- working together to find new ways to solve problems for individuals who frequently cycle in and out of the criminal justice system under the familiar approach that relies on arrest, prosecution, and incarceration.

A number of jurisdictions across the country have followed Seattle by replicating the transformative LEAD initiative, including Santa Fe, NM, Albany, NY, Fayetteville, NC, Portland, OR, Huntington, WV, Charleston, WV and Baltimore, MD. Recently, California and Colorado included funding in their state budgets to support the implementation of LEAD. Dozens of other jurisdictions are exploring and developing LEAD programs and are reflected on the site map

In a LEAD program, police officers exercise discretionary authority at point of contact to divert individuals to a community-based, harm-reduction intervention for law violations driven by unmet behavioral health needs. In lieu of the normal criminal justice system cycle -- booking, detention, prosecution, conviction, incarceration -- individuals are instead referred into a trauma-informed intensive case-management program where the individual receives a wide range of support services, often including transitional and permanent housing and/or drug treatment. Prosecutors and police officers work closely with case managers to ensure that all contacts with LEAD® participants going forward, including new criminal prosecutions for other offenses, are coordinated with the service plan for the participant to maximize the opportunity to achieve behavioral change.

In June, the Police Chiefs of Des Moines and Algona were contacted by the Public Defender Association, offering an opportunity to develop a LEAD program using available funds from King County's MIDD Behavioral Health Sales Tax Fund. The proposed MOU would create a policy group to determine the goals and policies to implement a LEAD program for Des Moines and Algona.

Discussion

Residents and business owners in Des Moines, as well as the City government want to improve public safety in the community. A key part of improving public safety is to reduce unnecessary criminal-legal contact by, individuals whose problematic or unlawful behavior stems from unmanaged substance use, mental health challenges, or extreme poverty. Jail and prosecution are limited and costly resources that should be focused on situations where more effective and responsive alternatives cannot be found in community-based care coordination, and research shows that legal system responses are generally unable to meaningfully improve the situation of individuals whose problematic behavior is connected to mental illness or drug use.

Participation in the LEAD program may provide increased and more effective responses to problematic behavior related to substance use, mental illness, or income instability for a limited but impactful number of individuals. LEAD connects such individuals with non-punitive community-based care and has been shown to be generally less costly and be more effective at improving outcomes and reducing future unlawful conduct than further involving these individuals in the criminal legal system. Coordination with Algona and other jurisdictions utilizing LEAD may increase the efficacy of the intervention.

The proposed MOU offers a unique opportunity to implement a collective-impact strategy that fosters systemic change and better addresses the root causes underlying such conduct, and understand that there is current available funding to launch an initial demonstration project with strong prospects for continued support from federal, state, or local sources. The parameters of who and under what circumstances LEAD diversion may be offered by Des Moines Police will be determined by the policy group and DMPD policy.

Financial Impact

The MOU does not obligate the City to any expenditure of City funds beyond time spent by City employees on the committee. Participation may also be terminated at any time. If the LEAD program is successfully implemented, County funds will support the program, and a willing service provider partner in the MultiService Center is on board. Successful implementation may result in reduced recidivism and a resulting reduction in costs to DMPD.

Recommendation

Staff recommends to approve the draft MOU.

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MEMORANDUM OF UNDERSTANDING

Among

THE CITY OF ALGONA, ALGONA MAYOR, ALGONA CITY COUNCIL, ALGONA CITY POLICE DEPARTMENT, THE CITY OF DES MOINES, DES MOINES MAYOR, DES MOINES CITY COUNCIL, DES MOINES CITY MANAGER, DES MOINES CITY ATTORNEY, DES MOINES POLICE DEPARTMENT, KING COUNTY EXECUTIVE'S OFFICE, KING COUNTY COUNCIL, KING COUNTY PROSECUTOR'S OFFICE, KING COUNTY SHERIFF'S OFFICE, AND THE PUBLIC DEFENDER ASSOCIATION

Regarding

LEAD (LAW ENFORCEMENT ASSISTED DIVERSION/LET EVERYONE ADVANCE WITH DIGNITY) POLICY COORDINATING GROUP:
FORMATION, COMPOSITION, GOVERNANCE, AND RESPONSIBILITIES

WHEREAS, the City of Algona ("Algona") and the City of Des Moines ("Des Moines"), jointly "Cities," and residents and business owners in the Cities, want to improve public safety in their communities; and

WHEREAS, the Cities and members of their communities want to improve outcomes for, increase response to, and reduce unnecessary criminal-legal contact by, individuals in Algona and Des Moines whose problematic or unlawful behavior stems from unmanaged substance use, mental health challenges, or extreme poverty;

WHEREAS, jail and prosecution are limited and costly resources that must be reserved for situations where more effective and responsive alternatives cannot be found in community-based care coordination, and research shows that legal system responses are generally unable to meaningfully improve the situation of individuals whose problematic behavior is connected to mental illness or drug use;

WHEREAS, the Cities desire increased and effective responses to problematic behavior related to substance use, mental illness, or income instability for a limited but impactful number of individuals;

WHEREAS, individuals who could benefit from care coordination related to substance

use, mental illness or income instability often cross jurisdictional boundaries, and a coordinated response by the two Cities may increase the efficacy of the intervention;

WHEREAS, LEAD (Law Enforcement Assisted Diversion/Let Everyone Advance with Dignity), which connects such individuals with non-punitive community-based care, has been shown to be generally less costly and be more effective at improving outcomes and reducing future unlawful conduct than further involving these individuals in the criminal legal system; and

WHEREAS, the Cities and other partners understand LEAD to offer a unique opportunity to implement a collective-impact strategy that fosters systemic change and better addresses the root causes underlying such conduct, and understand that there is current available funding to launch an initial demonstration project with strong prospects for continued support from federal, state, or local sources;

NOW, THEREFORE, THE UNDERSIGNED PARTIES ENTER INTO A MEMORANDUM OF UNDERSTANDING ("MOU") AS FOLLOWS:

I. Formation, Purposes, and Membership of the LEAD Policy Coordinating Group

The LEAD Policy Coordinating Group ("PCG") is hereby formed for the Alcona and Des Moines LEAD Program ("Program"). The PCG shall serve as the policy-making and stewardship body for the Program. The PCG shall be composed of senior members of the Parties' respective agencies who are authorized to make decisions on behalf of their offices. Together, the PCG's members are responsible for developing the local vision for the Program; making policy-level decisions both for the Program and within their respective agencies; ensuring that sufficient resources are dedicated for the success of the Program; and reviewing, approving, and

modifying overarching policies to reflect the Program’s intentions, including (but not limited to) participant eligibility criteria and diversion-eligible criminal charges. In addition, the PCG is responsible for establishing and stewarding evaluation, communications, and budget plans; initiating development of and approving processing for soliciting and selecting service providers; reviewing and providing feedback on periodic reports from the Program’s Operational Work Groups (“OWGs”); and making appropriate data, including criminal legal and human services data, available for monitoring and evaluation.

II. MOU Signatories’ Statements of Intent

The parties signing this MOU state their respective intents and commitments as follows:

A. The City of Des Moines: The City Council of Des Moines, by and through its appointed Chief Executive Officer, the City Manager, is fully committed to the LEAD model. The City of Des Moines recognizes that the LEAD model – which establishes collective governance and mutually aligned activities to provide intensive, street-based case management for people whose unlawful or concerning behavior is related to behavioral health issues or poverty, and coordination of care with law enforcement with the goal of supporting pathways to recovery, health, and stabilization – is an effective strategy to advance safety, health, and equity for all. Therefore, the City of Des Moines agrees to commit staff as necessary to help govern the Program and shall work collaboratively with the Program’s partners to advance this work. Accordingly, the City shall provide the following representatives and staff support:

- **Des Moines Mayor:** The Des Moines Mayor, or his/her designee, shall serve on the PCG.

The Mayor or his/her designee shall communicate regularly with the project

management team about concerns, needs and issues; shall inform the PCG and the LEAD project management team of concerns and priorities identified by City constituents; and shall support the Program's outreach to and communication with local stakeholders.

- **Des Moines City Council Representative:** The Des Moines City Council shall appoint one City Council member who shall serve as the liaison between the PCG and the City Council; the representative may, but need not be, the Mayor. The Council representative shall communicate regularly between the PCG and the Council regarding LEAD progress and operations; shall inform the PCG and the LEAD project management team of concerns and priorities identified by City constituents; and shall support the Program's outreach to and communication with local stakeholders.
- **Des Moines City Manager:** The Des Moines City Manager shall support the implementation of the Program in both policy and operations. The City Manager, or his/her designee, shall serve on the PCG. To support data-sharing and evaluation, the City Manager shall assign a senior staffer, knowledgeable in data collection and analysis, to assist with the collection of data from the City of Des Moines' information systems, which may include police data, data from the City Attorney's Office, and health/public services data.
- **Des Moines City Attorney:** The Des Moines City Attorney's Office shall support the implementation of the Program in both policy and operations. While the City Attorney does not prosecute felony cases, the office handles a wide variety of misdemeanor cases that are associated with the population LEAD is intended to serve. The City Attorney's Office recognizes that effective implementation of the Program can reduce public

disorder, enhance health and safety, and improve equity. The City Attorney, or his/her designee, shall serve as a member of the PCG, and shall participate actively in Operational Work Groups and case coordination, to ensure referred and filed cases do not impede individuals' progress toward stabilization and recovery, and coordinate to the greatest extent possible with individual intervention plans devised by participants with their case managers. The City Attorney shall, at a minimum, play an integral role in developing the Program's policies and procedures; collaborate with the Program's partners to identify opportunities to enhance the Program's impact and sustainability; participate in multi-disciplinary case reviews to foster Program participants' success and reduce criminal legal involvement as appropriate; and support the Program's outreach to and communication with local stakeholders.

- **Des Moines Police Department:** The Des Moines Police Department shall support the implementation of the Program in both policy and operations. The Des Moines Police Chief, or his/her designee, shall serve as a member of the PCG and shall, at a minimum, play an integral role in developing the Program's policies and procedures; collaborate with the Program's partners to identify opportunities to enhance the Program's impact and sustainability; participate in multi-disciplinary case reviews to foster Program participants' success and reduce criminal legal involvement as appropriate; and support the Program's outreach to and communication with local stakeholders. The Police Chief shall assign one or more officers to participate in the Program's Operational Work Groups and support the case review process. The Police Chief shall ensure that all Des Moines Police Officers receive training in the LEAD model, purpose, and operations and shall

ensure that the Program is granted access to relevant criminal legal data gathered by the Department.

- **Des Moines City Public Defense Attorneys:** The City shall encourage contracted public defense attorneys to participate in Operational Work Groups and Policy Coordinating Group, with the aim of identifying missed opportunities for diversion and to identify and address any inequitable patterns in diversion versus criminal legal system processing that warrant attention.

B. The City of Algona: The City Council of Algona is fully committed to the LEAD model. The City of Algona recognizes that the LEAD model – which establishes collective governance and mutually aligned activities to provide intensive, street-based case management for people whose unlawful or concerning behavior is related to behavioral health issues or poverty, and coordination of care with law enforcement with the goal of supporting pathways to recovery, health, and stabilization – is an effective strategy to advance safety, health, and equity for all. Therefore, the City of Algona agrees to commit staff as necessary to help govern the Program and shall work collaboratively with the Program’s partners to advance this work. Accordingly, the City shall provide the following representatives and staff support:

- **Algona Mayor:** The Algona Mayor, or his/her designee, shall serve on the PCG. The Mayor or his/her designee shall communicate regularly with the project management team about concerns, needs and issues; shall inform the PCG and the LEAD project management team of concerns and priorities identified by City constituents; and shall support the Program’s outreach to and communication with local stakeholders.

- **Algona City Council Representative:** The Algona City Council shall appoint one City Council member who shall serve as the liaison between the PCG and the City Council; the representative may, but need not be, the Mayor. The Council representative shall communicate regularly between the PCG and the Council regarding LEAD progress and operations; shall inform the PCG and the LEAD project management team of concerns and priorities identified by City constituents; and shall support the Program's outreach to and communication with local stakeholders.
- **Algona City Attorney:** Algona contracts with private attorneys to serve as the municipal prosecutor. The City of Algona shall ensure that such contracted attorneys support the implementation of the Program in both policy and operations. In the course of its contractual duties, the contracted attorneys do not prosecute felony cases; however, it is expected that the contracted attorneys will be tasked with handling a wide variety of misdemeanor cases that are associated with the population LEAD is intended to serve. The City recognizes that effective implementation of the Program can reduce public disorder, enhance health and safety, and improve equity. Thus, one of the contracted attorneys shall serve as a member of the PCG and shall participate actively in Operational Work Groups and case coordination, to ensure referred and filed cases do not impede individuals' progress toward stabilization and recovery, and coordinate to the greatest extent possible with individual intervention plans devised by participants with their case managers. This attorney shall, at a minimum, play an integral role in developing the Program's policies and procedures; collaborate with the Program's partners to identify opportunities to enhance the Program's impact and sustainability; participate in multi-

disciplinary case reviews to foster Program participants' success and reduce criminal legal involvement as appropriate; and support the Program's outreach to and communication with local stakeholders. The contracted attorneys shall provide the Program with access to relevant criminal legal data gathered by their offices.

- **Algona Police Department:** The Algona Police Department shall support the implementation of the Program in both policy and operations. The Algona Police Chief, or his/her designee, shall serve as a member of the PCG and shall, at a minimum, play an integral role in developing the Program's policies and procedures; collaborate with the Program's partners to identify opportunities to enhance the Program's impact and sustainability; participate in multi-disciplinary case reviews to foster Program participants' success and reduce criminal legal involvement as appropriate; and support the Program's outreach to and communication with local stakeholders. The Police Chief shall assign one or more officers to participate in the Program's Operational Work Groups and support the case review process. The Police Chief shall ensure that all Algona Police Officers receive training in the LEAD model, purpose, and operations and shall ensure that the Program is granted access to relevant criminal legal data gathered by the Department.
- **Algona City Public Defense Attorneys:** The City shall encourage contracted public defense attorneys to participate in Operational Work Groups and the Policy Coordinating Group, with the aim of identifying missed opportunities for diversion, and any inequitable patterns in diversion versus criminal legal system processing that warrant attention.

- C. King County Council:** The King County Council is committed to developing workable, regional strategies to advance health, safety, and equity for residents of and businesses in King County. The County Council recognizes that the LEAD model addresses the needs of people whose unlawful or concerning behavior is related to unmet behavioral health needs or poverty. The Council appreciates the Cities' intention to establish a joint initiative, using LEAD's collective governance and mutually aligned activities to provide intensive, street-based case and coordination of care with law enforcement with the goal of supporting pathways to recovery, health, and stabilization. Therefore, and as a longtime proponent of LEAD, County Council agrees to work collaboratively with the Cities and the Program's partners to continue to advance this work in King County.
- D. King County Executive's Office:** The King County Executive's Office believes that the LEAD model advances equity, health, and safety in King County, and shall support the implementation of the Program in both policy and operations. To that end, the Executive's Office will assign a senior staffer, knowledgeable in data collection and analysis, to assist with the collection of appropriate data from King County's information systems. In addition, the Executive's Law and Justice Policy Advisor, or other designee as appointed by the King County Executive, shall serve as a member of the PCG.
- E. King County Sheriff's Office:** The King County Sheriff's Office shall support the implementation of the Program in both policy and operations. The Sheriff, or her/his designee, shall serve as a member of the PCG and shall, at a minimum, play an integral role in developing the Program's policies and procedures; collaborate with the Program's partners to identify opportunities to enhance the Program's impact and sustainability; participate in multi-

disciplinary case reviews to foster Program participants' success and reduce criminal legal involvement as appropriate; and support the Program's outreach to and communication with local stakeholders. The Sheriff, or her/his designee, shall oversee implementation through the first-line supervisors to the patrol deputies and detectives who may have contact with LEAD's participants or intended participants. The Sheriff shall ensure that appropriate Sheriff's Deputies receive training in the LEAD model, purpose, and operations, and shall facilitate the Program's appropriate access to relevant data gathered by the Sheriff's Office.

- F. King County Prosecuting Attorney's Office:** The King County Prosecuting Attorney's Office shall support the implementation of the Program in both policy and operations. The Prosecuting Attorney, or his/her designee, shall serve as a member of the PCG and shall, at a minimum, play an integral role in developing the Program's policies and procedures; collaborate with the Program's partners to identify opportunities to enhance the Program's impact and sustainability; participate in multi-disciplinary case reviews to foster Program participants' success and reduce criminal legal involvement as appropriate; and support the Program's outreach to and communication with local stakeholders. The Prosecuting Attorney, or his/her designee, shall oversee implementation by deputy prosecuting attorneys who may have contact with LEAD's participants or intended participants. The Prosecutor shall appoint a Deputy Prosecutor to participate in the Program's Operational Work Groups and support the case review process. The Prosecuting Attorney shall ensure that appropriate deputy attorneys receive training in the LEAD model, purpose, and operations; shall provide paralegal staff to support the Program; and shall facilitate the Program's appropriate access to relevant data gathered by the Prosecuting Attorney's Office.

- G. The Public Defender Association:** The Public Defender Association (“PDA”) shall provide project management functions for the Program. PDA shall appoint a Project Manager to coordinate all aspects of the Program and to manage its day-to-day activities. Representing all stakeholders, the Project Manager shall organize and facilitate the work of the PCG and OWG; manage procurement processes and oversight for contracted service providers; and serve as liaison to the larger community to provide information about the Program and gather insight into community needs. PDA, with other partners, shall advocate for fidelity to the Program’s agreed protocols and to the core principles of the LEAD model. PDA, with other partners, shall assist in communicating about the process of creating and operating LEAD with interested policy makers and community leaders in other jurisdictions. LEAD stakeholders may choose another project management entity through the decision-making process outlined below; this MOU should then be read to assign these functions to any successor project management entity.
- H. Other Entities.** The public entity partners, advised by PDA, will identify community leaders representing a range of views and perspectives on public safety in the Cities to provide guidance and insight to the PCG. Their attendance at PCG meetings is welcome but not required, recognizing that such community representatives may have other scheduling obligations, but it shall be the project manager’s role to continuously seek out and report community viewpoints to the PCG, with the goal of securing broad-based community support for this approach to public safety and order.

III. Governance

- A. Participation:** Participation in LEAD PCG is voluntary, and any member may withdraw unilaterally at any time for any reason. This MOU does not amend any law or ordinance; nor does it create any binding obligation on the party of any signatory. This MOU simply memorializes the intent of the PCG's members in participation in the Program and describes the responsibilities they accept through their participation.
- B. Decision-Making:** All decisions of the PCG shall be made by modified consensus. For purposes of this MOU, "modified consensus" means a decision that is acceptable to members of the PCG even if not ideal to one or more.
- C. Composition:** The PCG shall consist of representatives from the following entities and organizations.
- City of Algona
 - a. City Mayor
 - b. City Council
 - c. City Attorney
 - d. Chief of Police/City Manager
 - City of Des Moines:
 - a. City Mayor
 - b. City Council
 - c. City Manager
 - d. City Attorney
 - e. Chief of Police
 - King County Executive's Office
 - King County Council
 - King County Sheriff's Office
 - King County Prosecuting Attorney's Office
 - Public Defender Association
 - Any community representatives identified by the public PCG partners

Each member organization shall designate one representative for purposes of determining consensus in PCG decisions, but multiple representatives from each organization may attend meetings and participate in discussions as non-voting members.

Additional member entities and organizations may be added to the PCG upon unanimous consent of the existing members.

D. Responsibilities

The duty of the PCG is to make policy-level decisions regarding the Program and to provide oversight of the Program. Specific responsibilities include, but are not limited to, the following:

- Review LEAD Referral and Diversion Protocols;
- Collaborate funding applications for LEAD operation and evaluation;
- Approve Requests for Proposals (“RFPs”) for LEAD service provision and/or evaluation;
- Review RFP applications and selection of service providers and evaluators;
- Make available criminal legal and human service system data for comparison and evaluative purposes;
- Oversee LEAD implementation, contract compliance of service providers and evaluators, and solicitation and review of community feedback; and
- Review and modify service provision, or evaluation criteria and process, as needed.

I. Agreement and Modifications

This MOU may be signed in Counterparts and shall be effective as of the date it is signed by all parties. No amendment or modification of this MOU shall have effect unless it is made in writing and agreed to by all signatories and their successors.

David Hill Mayor, City of Algona Signed: _____ Date: _____	Name Algona City Council Signed: _____ Date: _____
Name Algona City Attorney	James Schrimpscher Chief of Police, Algona Police Department

Signed: _____ Date: _____	Signed: _____ Date: _____
Matt Mahoney Mayor of the City of Des Moines Signed: _____ Date: _____	Name Member, Des Moines City Council Signed: _____ Date: _____
Michael Matthias City Manager, City of Des Moines Signed: _____ Date: _____	Ken Thomas Chief of Police, Des Moines Police Department Signed: _____ Date: _____
Tim George City Attorney, City of Des Moines Signed: _____ Date: _____	Dow Constantine King County Executive Signed: _____ Date: _____
Dan Satterberg King County Prosecutor Signed: _____ Date: _____	Patti Cole-Tindall King County Sheriff Signed: _____ Date: _____
Lisa Dugaard Co-Executive Director for Policy Public Defender Association Signed: _____	

Date: _____	
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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Public Health Seattle & King County
Federal Sub-Award Agreement for Woodmont
Creek Basin Survey

ATTACHMENTS:

1. Public Health Seattle & King County
Federal Sub-Award Agreement

AGENDA OF: July 14, 2022

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: July 7, 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 item is to seek City Council approval of the Public Health Seattle & King County Federal Sub-Award Agreement (Attachment 1). The following motion will appear on the Consent Agenda:

Suggested Motion

Motion: "I move to approve the Woodmont Creek Basin Survey Federal Sub-Award Agreement between Public Health Seattle & King County and the City of Des Moines, and authorize the City Manager to sign said Agreement substantially in the form as submitted."

Background

On September 14, 2016, because of measured bacterial pollution exceeding nationally established standards for shellfish protection, the Washington State Department of Health (WDOH) downgraded the status of the commercial shellfish harvesting beds in the Poverty Bay area of Puget Sound. The

downgraded shellfish beds are located along the shoreline of the cities of Des Moines and Federal Way and receive stream flow and stormwater runoff from several jurisdictions.

In advance of the downgrade, King County formed a Technical Committee of agencies whose activities or regulatory responsibilities impact Poverty Bay. The Technical Committee is comprised of representatives from the Cities of Des Moines, Kent, and Federal Way, King County (Water and Land Resources Division) and Public Health Seattle-King County, Midway and Lakehaven Sewer Districts, Washington State Department of Health, Washington State Department of Ecology, Washington State Department of Natural Resources, Washington State Parks, and the Puyallup Tribe. The City of Des Moines has been a member of the Poverty Bay Technical Committee since its formation in 2015 and is committed to assisting the Committee in finding the source(s) of these pollutants, so that they can be eliminated.

The downgrade triggered a requirement in state law, RCW 90.72.045. This requirement imposed a burden/liability on County government to form a Shellfish Protection District in order to return the shellfish harvesting beds to their original approved condition. The Poverty Bay Shellfish Protection District was established under Ordinance #18840 on December 3, 2018.

Discussion

Since the formation of the Shellfish Protection District, several efforts have been made to improve the bacterial pollution levels in stormwater runoff that drains to Poverty Bay. Until recently, efforts have been made by the District to find and eliminate large “point source” pollution, or pollution originating from single, identifiable sources. In 2021, the County shifted efforts by with the goal of finding and eliminating “non-point source” pollution, or pollution that is a combination of small sources over a large area. This effort has been made through a combination of community outreach and source tracing.

Source tracing is a known method to successfully identify where non-point source pollution originates. Public Health Seattle & King County (PHSKC) has received a federal grant from the Environmental Protection Agency (EPA) to fund source tracing efforts in several of the drainage basins within the Poverty Bay area. A portion of this grant, a \$5,400 sub-award, has been awarded to the City of Des Moines to fund source tracing efforts in the Woodmont Creek basin in support of the Poverty Bay Shellfish Protection District and compliance with the City’s Nation Pollution Discharge Elimination System (NPDES) Municipal Stormwater Permit. This sub-award would be used to fund City of Des Moines staff time and training to conduct these efforts. Additionally, PHSKC would provide equipment, materials and training for City staff.

Alternatives

The City Council could elect not to approve the sub-award. The funds would remain in the PHSKC held grant and City staff would not conduct source tracing efforts in the Woodmont Creek basin.

Financial Impact

The \$5,400 sub-award can be used to fund staff time and training for source tracing efforts in Woodmont Creek basin. No match is required by the City.

Recommendation or Conclusion

Staff recommends adoption of the motion.

Public Health Seattle & King County 		FEDERAL SUBAWARD		PHSKC Agreement # 8917 EHS													
This Subaward is between King County and the Subrecipient identified below. The County department overseeing the work to be performed in this Subaward is the Department of Public Health (PHSKC).																	
SUBRECIPIENT NAME City of Des Moines			FEDERAL TAX ID # / SAM UNIQUE ENTITY IDENTIFIER 91-6016496 / NY7AZ9H2VK25														
SUBRECIPIENT ADDRESS 21630 11th Ave. S, Suite "D", Des Moines, WA 98198			SUBRECIPIENT CONTACT & EMAIL ADDRESS Ben Stryker; bstryker@desmoineswa.gov														
PHSKC DIVISION EHS		PROJECT TITLE Woodmont Creek Basin Survey															
SUBAWARD START DATE June 20, 2022		SUBAWARD END DATE December 31, 2022		SUBAWARD MAXIMUM AMOUNT \$5,400.00													
FUNDING DETAILS <table border="0"> <tr> <td><u>Funding Source</u></td> <td><u>PHSKC Contract #</u></td> <td><u>Amount</u></td> <td><u>Effective Dates</u></td> <td colspan="2"></td> </tr> <tr> <td>U.S. Environmental Protection Agency Grant # 01J18001 via State of WA Dept. of Health Contract # CLH31024</td> <td>8272 ODIR</td> <td>\$5,400.00</td> <td>Jun 20 2022 TO Dec 31 2022</td> <td colspan="2"></td> </tr> </table>						<u>Funding Source</u>	<u>PHSKC Contract #</u>	<u>Amount</u>	<u>Effective Dates</u>			U.S. Environmental Protection Agency Grant # 01J18001 via State of WA Dept. of Health Contract # CLH31024	8272 ODIR	\$5,400.00	Jun 20 2022 TO Dec 31 2022		
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U.S. Environmental Protection Agency Grant # 01J18001 via State of WA Dept. of Health Contract # CLH31024	8272 ODIR	\$5,400.00	Jun 20 2022 TO Dec 31 2022														
FUNDING SUMMARY FEDERAL: \$5,400.00		COUNTY: \$0.00		STATE: \$0.00													
OTHER: \$0.00																	
Federal Award Identification Number (FAIN): PC01J18001 Total Amount of Federal Award: \$830,000.00 Federal Awarding Agency: U.S. Environmental Protection Agency <u>Assistance Listing Number</u> 66.123 <u>Assistance Listing Program Title</u> PUGET SOUND ACTION AGENDA: TECHNICAL INVESTIGATIONS AND IMPLEMENTATION ASSISTANCE PROGRAM Federal Award Date: Mar 01 2020 Is the award for Research and Development? No																	
EXHIBITS. The following Exhibits are attached and are incorporated into this Subaward by reference: Exhibit A-Scope of Work & Budget.																	
In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree that the Subrecipient shall provide services and comply with the requirements set forth in this Subaward, which consists of Part A-King County Terms and Conditions, Part B-Federal Terms and Conditions, and attached exhibits, each of which are made a part hereof by reference above. Furthermore, the Subrecipient certifies that it has read and understands the Subaward requirements on the PHSKC website (http://www.kingcounty.gov/depts/health/partnerships/contracts.aspx), and agrees to comply with all of the Subaward terms and conditions detailed on that site, including EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing, as applicable.																	
SUBRECIPIENT SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED													
PHSKC SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED													

Approved as to Form: OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY
 (This form is available in alternate formats for people with disabilities upon request.)

PART A. KING COUNTY TERMS AND CONDITIONS

1. Subaward Term and Termination

- A. This Subaward shall begin on the Subaward Start Date and shall terminate on the Subaward End Date as specified on page 1 of this Subaward, unless extended or terminated earlier, pursuant to the terms and conditions of the Subaward.
- B. This Subaward may be terminated by the County or the Subrecipient without cause, in whole or in part, prior to the Subaward End Date, by providing the other party thirty (30) days advance written notice of the termination. The Subaward may be suspended by the County without cause, in whole or in part, prior to the date specified in Subsection 1.A. above, by providing the Subrecipient thirty (30) days advance written notice of the suspension.
- C. The County may terminate or suspend this Subaward, in whole or in part, upon seven (7) days advance written notice if: (1) the Subrecipient breaches any duty, obligation, or service required pursuant to this Subaward, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Subaward is terminated by the County pursuant to this Subsection 1.C. (1), the Subrecipient shall be liable for damages.

If the termination results from acts or omissions of the Subrecipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Subrecipient shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Subrecipient by the County.

- D. If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 1.A., the County may, upon seven business days advance written notice to the Subrecipient, terminate or suspend this Subaward in whole or in part.

If the Subaward is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Subaward for services rendered prior to the effective date of termination or suspension; and (2) in the case of termination the Subrecipient shall be released from any obligation to provide such further services pursuant to the Subaward; and (3) in the case of suspension the Subrecipient shall be released from any obligation to provide services during the period of suspension and until such time as the County provides written authorization to resume services.

Funding or obligation under this Subaward beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Subaward. If such appropriation is not approved, this Subaward will terminate at the close of the current appropriation year.

- E. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Subaward or by law that either party may have in the event that the obligations, terms, and conditions set forth in this Subaward are breached by the other party.

2. Compensation and Method of Payment

- A. The County shall compensate the Subrecipient for satisfactory completion of the services and requirements specified in this Subaward, payable upon receipt and approval by the County of a signed invoice in substantially the form of the attached Invoice Exhibit, in accordance with the terms found in the attached Budget Exhibit.
- B. The Subrecipient shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 15 working days after the close of each indicated reporting period. The County shall make payment to the Subrecipient not more than 30 days after a complete and accurate invoice is received.
- C. The Subrecipient shall submit its final invoice and all outstanding reports within 30 days of the date this Subaward terminates. If the Subrecipient's final invoice and reports are not submitted by the

day specified in this subsection, the County will be relieved of all liability for payment to the Subrecipient of the amounts set forth in said invoice or any later invoice.

- D. When a budget is attached hereto as an exhibit, the Subrecipient shall apply the funds received from the County under this Subaward in accordance with said budget. The Subaward may contain separate budgets for separate program components. The Subrecipient shall request prior approval from the County for an amendment to this Subaward when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Subaward amount in any Subaward budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment. Cumulative transfers between budget categories of 10% or less need not be incorporated by written amendment; however, the County must be informed immediately in writing of each such change.
- E. Should, in the sole discretion of the County, the Subrecipient not timely expend funds allocated under this Subaward, the County may recapture and reprogram any such under-expenditures unilaterally and without the need for further amendment of this Subaward. The County may unilaterally make changes to the funding source without the need for an amendment. The Subrecipient shall be notified in writing of any changes in the fund source or the recapturing or reprogramming of under expenditures.
- F. If travel costs are contained in the attached budget, reimbursement of Subrecipient travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.
 - 1. The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Subrecipient does not request government rates, the Subrecipient shall be personally responsible for the difference. Please reference the federal web site for current rates: <http://www.gsa.gov>.
 - 2. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A. Please reference <http://www.gsa.gov> for the current host city per diem rates.
 - 3. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Subrecipient shall always request government rates.
 - 4. Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip. Any air travel occurring as part of a federal grant must be in accordance with the Fly America Act.

3. Internal Control and Accounting System

The Subrecipient shall establish and maintain a system of accounting and internal controls that complies with the generally accepted accounting principles issued by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Subrecipient's form of incorporation.

4. Debarment and Suspension Certification

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Subrecipient, by signature to this Subaward, certifies that the Subrecipient is not currently debarred, suspended, or proposed for debarment by any Federal department or agency. The Subrecipient also agrees that it will not enter into a subaward with a person or entity that is debarred, suspended, or proposed for debarment. The

Subrecipient will notify King County if it, or a sub-awardee, is debarred, suspended, or proposed for debarment by any Federal department or agency.

5. Maintenance of Records/Evaluations and Inspections

- A. The Subrecipient shall maintain for a period of six years after termination of this Subaward accounts and records, including personnel, property, financial, and programmatic records and other such records the County may deem necessary to ensure proper accounting for all Subaward funds and compliance with this Subaward.
- B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 13. below, the Subrecipient shall maintain the following for a period of six years after termination of this Subaward:
 - 1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Subaward; and
 - 2. Records, including written quotes, bids, estimates or proposals submitted to the Subrecipient by all entities seeking to participate on this Subaward, and any other information necessary to document the actual use of and payments to sub-awardees and suppliers in this Subaward, including employment records.

The County may visit the site of the work and the Subrecipient's office to review these records. The Subrecipient shall provide all help requested by the County during such visits and make the foregoing records available to the County for inspection and copying. At all reasonable times, the Subrecipient shall provide to the County, state, and/or federal agencies or officials, access to its facilities—including those of any sub-awardee assigned any portion of this Subaward in order to monitor and evaluate the services provided under this Subaward. The County will give reasonable advance notice to the Subrecipient in the case of audits to be conducted by the County. The Subrecipient shall comply with all record keeping requirements of any applicable federal rules, regulations or statutes included or referenced in the Subaward documents. If different from the Subrecipient's address listed above, the Subrecipient shall inform the County in writing of the location, of its books, records, documents, and other evidence for which review is sought and shall notify the County in writing of any changes in location within ten (10) working days of any such relocation.

- C. The records listed in A and B above shall be maintained for a period of six (6) years after termination of this Subaward. The records and documents with respect to all matters covered by this Subaward shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Subaward and six (6) years after termination hereof, unless a longer retention period is required by law.
- D. Medical records shall be maintained and preserved by the Subrecipient in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Subrecipient ceases operations under this Subaward, the Subrecipient shall be responsible for the disposition and maintenance of such medical records.
- E. The Subrecipient agrees to cooperate with the County or its agent in the evaluation of the Subrecipient's performance under this Subaward and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.
- F. The Subrecipient agrees that all information, records, and data collected in connection with this Subaward shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

6. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Subrecipient shall not use protected health information created or shared under this Subaward in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its

provisions. Subrecipient shall read and certify compliance with all HIPAA requirements at <http://www.kingcounty.gov/depts/health/partnerships/contracts.aspx>.

7. **Financial Reports and Audits**

Subrecipient is required to submit a financial reporting package as described in A through C below. All required documentation must be submitted by email to MonitoringTechnicalSupport@kingcounty.gov by the stated due date.

- A. If the Subrecipient is a Non-Federal entity as defined in 2 CFR Part 200.69, and expends \$750,000 or more in Federal awards during the its fiscal year, then the Subrecipient shall meet the audit requirements as described in 2 CFR Part 200 Subpart F. Audit packages are due to the County within nine months after the close of the Subrecipient's fiscal year.
- B. If the Subrecipient is not subject to the requirements in subsection A, the following apply:

Entity Type	Non-Profit		For Profit	
Gross Revenue	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.
Required Documentation	- Form 990 within 30 days of its being filed; and - A full set of annual internal financial statements	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm	- Income tax return; and - A full set of annual internal financial statements	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm
Due Date	Within 30 calendar days from the forms being filed.	Within 9 months following the close of the Subrecipient's fiscal year.	Within 30 calendar days from the forms being filed.	Within 9 months following the close of the Subrecipient's fiscal year.

C. Waiver

A Subrecipient that is not subject to the requirements in subsection A may request, and in the County's sole discretion be granted, a waiver of the audit requirements. If approved by the County, the Subrecipient may substitute for the above requirements other forms of financial reporting or fiscal representation certified by the Subrecipient's Board of Directors.

- D. The County may require additional audit or review requirements and the Subrecipient will be required to comply with any such requirements.

8. **Corrective Action**

If the County determines that the Subrecipient has failed to comply with any terms or conditions of this Subaward or the Subrecipient has failed to provide in any manner the work or services (each a "breach"), and if the County determines that the breach warrants corrective action, the following procedure will apply:

- A. The County will notify the Subrecipient in writing of the nature of the breach.

- B. The Subrecipient shall respond with a written corrective action plan within ten (10) working days of its receipt of such notification, unless the County, at its sole discretion, extends in writing the response time. The plan shall indicate the steps being taken to correct the specified breach and shall specify the proposed completion date for curing the breach, which shall not be more than thirty (30) days from the date of the Subrecipient's response, unless the County, at its sole discretion, specifies in writing an extension to complete the corrective actions.
- C. The County will notify the Subrecipient in writing of the County's determination as to the sufficiency of the Subrecipient's corrective action plan. The determination of sufficiency of the Subrecipient's corrective action plan shall be at the sole discretion of the County.
- D. If the Subrecipient does not respond within the appropriate time with a corrective action plan, or the Subrecipient's corrective action plan is determined by the County to be insufficient, the County may terminate or suspend this Subaward in whole or in part pursuant to Section 1.
- E. In addition, the County may withhold any payment owed the Subrecipient or prohibit the Subrecipient from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed.
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 1., Subsections B, C, D, and E.

9. Dispute Resolution

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Subaward. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Subaward while attempting to resolve the dispute under this section.

10. Hold Harmless and Indemnification

A. Duties as Independent Contractor:

In providing services under this Subaward, the Subrecipient is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Subrecipient shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Subrecipient, its employees, and/or others by reason of this Subaward. The Subrecipient shall protect, indemnify, defend and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Subrecipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Subrecipient of work, services, materials, or supplies by Subrecipient employees or other suppliers in connection with or support of the performance of this Subaward.

B. Subrecipient's Duty to Repay County:

The Subrecipient further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Subaward by the Subrecipient, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Subaward pursuant to the Term and Termination section.

C. Subrecipient Indemnifies County:

The Subrecipient shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages,

arising out of, or in any way resulting from, the negligent acts or omissions of the Subrecipient, its officers, employees, sub-awardees and/or agents, in its performance or non-performance of its obligations under this Subaward. The Subrecipient agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Subrecipient, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under any industrial insurance act, including Title 51 RCW, other Worker's Compensation Act, Disability Benefit Act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Subrecipient shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to its indemnity obligation; and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County on account of such litigation or claims. If the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Subrecipient.

D. County Indemnifies Subrecipient:

The County shall protect, defend, indemnify, and save harmless the Subrecipient, 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 sole negligent acts or omissions of the County, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Subaward. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Subrecipient only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Subrecipient incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

E. Intellectual Property Infringement:

For purposes of this section, claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Subaward.

11. Insurance Requirements

The Subrecipient shall procure and maintain for the term of this Subaward, insurance covering King County as an additional insured, against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Subrecipient, its agents, representatives, employees, and/or sub-awardees. The costs of such insurance shall be paid by the Subrecipient or sub-awardee. The Subrecipient may furnish separate certificates of insurance and policy endorsements for each sub-awardee as evidence of compliance with the insurance requirements of this Subaward. The Subrecipient is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Subrecipient, its agents, employees, officers, sub-awardees, providers, and/or provider sub-awardees to comply with the insurance requirements stated herein shall constitute a material breach of this Subaward. Specific coverages and requirements are at <http://www.kingcounty.gov/depts/health/partnerships/contracts.aspx>. The Subrecipient shall read and provide required insurance documentation prior to the signing of this Subaward.

12. Assignment/Sub-agreement

A. The Subrecipient shall not assign or subaward any portion of this Subaward or transfer or assign any claim arising pursuant to this Subaward without the written consent of the County. Said

consent must be sought in writing by the Subrecipient not less than fifteen (15) days prior to the date of any proposed assignment.

- B. "Sub-agreement" shall mean any agreement between the Subrecipient and a sub-awardee or between sub-awardees that is based on this Subaward, provided that the term "sub-awardee" does not include the purchase of (1) support services not related to the subject matter of this Subaward, or (2) supplies.
- C. The Subrecipient shall include Sections 2.D., 2.E., 3, 4, 5, 6, 10.A., 10.B., 10.F., 12, 13, 14, 15, 16, 17, 23, 24, 26, and the Federal Terms and Conditions contained herein (or the procurement contract provisions in 2 CFR 200 Appendix II as applicable), and any other grant requirement, if attached, in every sub-agreement or purchase agreement for services that relate to the subject matter of this Subaward.
- D. The Subrecipient agrees to include the following language verbatim in every sub-agreement for services which relate to the subject matter of this Subaward:

"Sub-awardee 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 sub-awardee, its officers, employees, and/or agents in connection with or in support of this Subaward. Sub-awardee expressly agrees and understands that King County is a third party beneficiary to this Subaward and shall have the right to bring an action against sub-awardee to enforce the provisions of this paragraph."

13. Nondiscrimination; Equal Employment Opportunity; Payment of a Living Wage

The Subrecipient shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

- A. During performance of the Subaward, the Subrecipient shall not discriminate against any employee or applicant for employment because of the employee's or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Subrecipient will make equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at <http://www.kingcounty.gov/depts/health/partnerships/contracts.aspx>. The Subrecipient shall read and certify compliance.

- B. Requirements of King County Living Wage Ordinance

In accordance with King County Ordinance 17909, for agreements for services with an initial or amended value of \$100,000 or more, the Subrecipient shall pay and require all sub-awardees and subcontractors to pay a living wage as described in the ordinance to employees for each hour the employee performs a Measurable Amount of Work on this Subaward. The requirements of the ordinance, including payment schedules, are detailed at <https://kingcounty.gov/depts/finance-business-operations/procurement/about-us/Living-Wage.aspx>.

Violations of this requirement may result in disqualification of the Subrecipient from bidding on or being awarded a County agreement or contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Subaward; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law. For purposes of this Section, a "Measurable Amount of Work" is defined as a definitive allocation of an employee's time that can be attributed to work performed under this Subaward, but that is not less than a total of one hour in any one week period.

14. Conflict of Interest

- A. The Subrecipient shall comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this Subaward, and may result in termination of this Subaward and subject the Subrecipient to the remedies stated in this Subaward, or otherwise available to the County at law or in equity.
- B. The Subrecipient agrees, pursuant to K.C.C. 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any County official or employee. The Subrecipient acknowledges that if it is found to have violated the prohibition found in this paragraph, its current agreements with the County will be cancelled and it shall not be able to bid on any County agreement for a period of two years.
- C. The Subrecipient acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in an agreement or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Subrecipient shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the subaward. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Subaward. After Subaward award, the Subrecipient is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Subaward any time during the term of the Subaward.

15. Equipment Purchase, Maintenance, and Ownership

Funder's requirements may take precedence over this section as applicable.

- A. The Subrecipient agrees that any equipment purchased, in whole or in part, with Subaward funds at a cost of \$5,000 per item or more (hereinafter referred to as "Equipment"), is upon its purchase or receipt the property of the County and/or federal/state government. The Subrecipient shall be responsible for all such property, including the proper care and maintenance of the Equipment.
- B. The Subrecipient shall ensure that all such Equipment will be returned to the County or federal/state government upon termination of this Subaward unless otherwise agreed upon by the parties.
- C. All Equipment not listed as a budget line item purchased under this Subaward requires prior written approval from the County.
- D. All Equipment purchased under this Subaward shall be recorded and tagged as an asset in inventory and reported to the County.

16. Proprietary Rights

A. Ownership Rights of Materials Resulting from Subaward:

Except as indicated below or as described in an Exhibit, the parties to this Subaward hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. To the extent that any rights in such materials vest initially with the Subrecipient by operation of law or for any other reason, the Subrecipient hereby perpetually and irrevocably assigns, transfers and quitclaims such rights to the County. The County agrees to and does hereby grant to the Subrecipient, a nonexclusive, and royalty-free license to use, and create derivative works, according to law, any material or article and use any method that may be developed as part of the work under this Subaward.

B. Ownership Rights of Previously Existing Materials:

The Subrecipient shall retain all ownership rights in any pre-existing patentable or copyrightable materials or articles that are delivered under this Subaward, but do not

originate from the work described herein. The Subrecipient agrees to and does hereby grant to the County a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any pre-existing material or article and use any method that may be delivered as part of the work under this Subaward.

C. Continued Ownership Rights:

The Subrecipient shall sign all documents and perform other acts as the County deems necessary to secure, maintain, renew, or restore the rights granted to the County as set forth in this section.

17. Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Subaward shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

18. King County Recycled Product Procurement Policy

In accordance with King County Code 18.20, the Subrecipient shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices, if paper copies are required.

19. Future Support

The County makes no commitment to support the services under this Subaward and assumes no obligation for future support of the activity under this Subaward except as expressly set forth in this Subaward.

20. Entire Subaward/Waiver of Default

The parties agree that this Subaward is the complete expression of described subject matter, and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Subaward. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Subaward shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Subaward unless stated to be such through written approval by the County, which shall be attached to the original Subaward.

21. Amendments

Either party may request changes to this Subaward. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Subaward.

22. Notices

Whenever this Subaward provides for notice by one party to another, such notice shall be in writing and directed to the Subrecipient contact and the project representative of the County department specified on page one of this Subaward. Any time within which a party must take some action shall be computed from the date that the notice is received by that party.

23. Services Provided in Accordance with Law and Rule and Regulation

The Subrecipient and any sub-awardee agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Subaward, all of which are incorporated herein by reference.

If there is a conflict between any of the language contained in any exhibit or attachment to this Subaward, the language in the Subaward shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

24. Applicable Law

This Subaward shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

25. Electronic Processing and Signatures

The parties agree that this Subaward may be processed and signed electronically, which if done so, will be subject to additional terms and conditions found at <https://www.docusign.com/company/terms-of-use>.

The parties acknowledge that they have consulted with their respective attorneys and have had the opportunity to review this Subaward. Therefore, the parties expressly agree that this Subaward shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Subaward.

The parties executing this Subaward electronically have authority to sign and bind its represented party to this Subaward.

26. No Third Party Beneficiaries

Except for the parties to whom this Subaward is assigned in compliance with the terms of this Subaward, there are no third party beneficiaries to this Subaward, and this Subaward shall not impart any rights enforceable by any person or entity that is not a party hereto.

27. Mandatory Vaccination for COVID-19 Due to Public Health Emergency

In accordance with Executive Order ACO-8-28-EO (Executive Order), all County contractors working at Executive branch agencies shall be fully vaccinated if the work is required to be performed in person and on site or requires interaction with the general public regardless of frequency. This includes but is not limited to work on County property or in County facilities, whether or not other workers are present, and including indoor or outdoor worksites. The Executive Order does not apply to contractors who are present onsite for only a short period of time and have a fleeting physical presence with others. The Subrecipient shall be responsible for the full COVID-19 vaccination verification of its onsite workers. The Attestation Form shall be signed and submitted to procurement.web@kingcounty.gov. Further information on the Executive Order and responses to Frequently Asked Questions may be found at <https://kingcounty.gov/depts/finance-business-operations/procurement/for-business/vaccination-mandate.aspx>.

END OF COUNTY TERMS AND CONDITIONS

PART B. FEDERAL TERMS AND CONDITIONS

1. Subrecipients shall comply with Title 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements as appropriate for the Subrecipient's organization type. In accordance with CFR 200.113, Mandatory Disclosures, Recipient must disclose, in a timely manner, in writing to the awarding agency all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
2. 2 CFR Part 200 Subpart F – Audit Requirements
 - (A) If the Subrecipient is a non-profit organization as defined in 2 CFR Part 200, and expends a total of \$750,000 or more in federal financial assistance and has received federal financial assistance from the County during its fiscal year, then the Subrecipient shall meet the respective audit requirements described herein as applicable.
 - (B) If the Subrecipient is a non-profit organization, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards); GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions; and 2 CFR Part 200 Subpart F, as

amended, and as applicable. The Subrecipient shall provide a copy of the audit report to each County division providing financial assistance to the Subrecipient no later than nine (9) months subsequent to the end of the Subrecipient's fiscal year. The Subrecipient shall provide to the County its response and corrective action plan for all findings and reportable conditions contained in its audit. When reference is made in its audit to a "Management Letter" or other correspondence made by the auditor, the Subrecipient shall provide copies of those communications and the Subrecipient's response and corrective action plan. Submittal of these documents shall constitute compliance with this requirement.

- (C) If the Subrecipient is a Washington state municipal entity or other government institution or jurisdiction, it shall submit to the County a copy of its annual report of examination/audit, conducted by the Washington State Auditor, within thirty (30) days of receipt, which submittal shall constitute compliance with this requirement.

3. 2 CFR 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

4. 2 CFR 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

5. U.S. Environmental Protection Agency Requirements

(A) General Terms and Conditions

The Subrecipient agrees to comply with the current EPA general terms and conditions available at:

<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2021-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at <http://www.epa.gov/grants/grant-terms-and-conditions#general>

(B) Grant Terms and Conditions

(a) Accounting requirements

The recipient's system must track expenses by site, activity, and, operable unit, as applicable, according to object class. The system must also provide control, accountability, and an assurance that funds, property, and other assets are used only for their authorized purposes. The recipient must allow an EPA review of the adequacy of the financial management system as described in 2 CFR § 200.302. The recipient's systems must comply with the appropriate allowable cost principles described in 2 CFR part 200 Subpart E—Cost Principles. The accounting system must use actual costs as the basis of all reports of direct site charges.

(C) Cybersecurity

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring

information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

(D) Records Management

1. Project records

The lead agency for the response action must compile and maintain an administrative record consistent with CERCLA § 113, the National Contingency Plan, and relevant EPA policy and guidance. In addition, recipients of assistance (whether lead or support agency) are responsible for maintaining project files described as follows. The recipient must maintain project records by site, activity, and operable unit, as applicable.

a) Financial records. The recipient must maintain records which support the following items: Amount of funds received and expended; and
Direct and indirect project cost.

b) Property records. The recipient must maintain records which support the following items:

Description of the property;

Manufacturer's serial number, model number, or other identification number;

Source of the property, including the assistance identification number;

Information regarding whether the title is vested in the recipient or EPA;

Unit acquisition date and cost;

Percentage of EPA's interest;

Location, use and condition (by site, activity, and operable unit, as applicable) and the date this information was recorded; and

Ultimate disposition data, including the sales price or the method used to determine the price, or the method used to determine the value of EPA's interest for which the recipient compensates EPA in accordance with section H7.

c) Procurement records.

General. The recipient must maintain records which support the following items and must make them available to the public:

The reasons for rejecting any or all bids; and

The justification for a procurement made on a noncompetitively negotiated basis.

Procurements in excess of the simplified acquisition threshold. The recipient's records and files for procurements in excess of the simplified acquisition threshold must include the following information:

The basis for contractor selection;

A written justification for selecting the procurement method;

A written justification for use of any specification which does not provide for maximum free and open competition; A written justification for the choice of contract type; and

The basis for award cost or price, including a copy of the cost or price analysis made in accordance with 40 CFR §35.6585 and documentation of negotiations.

d) Other records. The recipient must maintain records which support the following items:

Time and attendance records and supporting documentation;

Documentation of compliance with statutes and regulations that apply to the project.

2. Retention

a) This requirement applies to all financial and programmatic records, supporting documents, statistical records, and other records which are required to be maintained by the terms, program regulations, or the Cooperative Agreement, or are otherwise reasonably considered as pertinent to program regulations or the Cooperative Agreement.

b) Length of retention period. The recipient must maintain all records for 10 years following submission of the final Financial Status Report unless otherwise directed by the EPA award official and must obtain written approval from the EPA award official before destroying any records. If any litigation, claim, negotiation, audit, cost recovery, or other action involving the records has been started before the expiration of the ten-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later.

c) Substitution of an unalterable electronic format. An unalterable electronic format, acceptable to EPA, may be substituted for the original records. The copying of any unalterable electronic format must be performed in accordance with the technical regulations concerning Federal Government records (36 CFR parts 1220 through 1234) and EPA records management requirements.

d) Starting date of retention period. The recipient must comply with the requirements regarding the starting dates for records retention described in 2 CFR §1500.6.

3. Access

- a) The recipient must comply with the requirements regarding records access described in 2 CFR § 200.336.
- b) Availability of records. The recipient must, with the exception of certain policy, deliberative, and enforcement documents which may be held confidential, ensure that all files are available to the public.
- c) Contractor requirements. The recipient must require its contractor to comply with the requirements regarding records access described in 2 CFR § 200.336.

ASSURANCES – NON CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the Subrecipient, I certify that the Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and

protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200 Subpart F, Audits of States, Local Governments, and Non-Profit Organizations.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

**Agreement # 8917 EHS
Exhibit A – Scope of Work and Budget**

**City of Des Moines
Woodmont Creek Basin Survey**

I. PROJECT DESCRIPTION and SCOPE OF WORK - Woodmont Creek Basin Fecal Pollution Survey

With National Estuary Program funding from the Environmental Protection Agency (EPA), the On-site Sewage System Operation & Maintenance (OSS O&M) program of Public Health-Seattle & King County's (PHSKC) Environmental Health Services (EHS) Division will engage the City of Des Moines Stormwater Management (Des Moines) to provide staffing for partial coverage of the Woodmont Creek basin fecal pollution survey.

King County conducted source tracing in the Woodmont Creek basin in 2018-2019. While the source tracing did not identify any direct fecal pollution sources, several areas were identified where *E. coli* concentrations in stormwater samples were higher than expected background levels. As part of the current source tracing efforts for the Poverty Bay Shellfish Protection District (SPD), King County Water & Land Resources Division (WLR) and Des Moines will conduct a high-level survey to identify potential sources of fecal pollution, especially in identified areas of concern.

WLR will lead project planning and coordination, with input from Des Moines Stormwater staff. Woodmont basin survey will include visual and olfactory surveying of the municipal separate storm sewer system (MS4) within the Woodmont Creek basin, with sampling for Coliscan® analysis at any sites where visual/olfactory indicators show a potential pollution source. If *E. coli* levels are above 200 colony forming units/ 100 mL (CFU/100 mL), followup source tracing will be conducted.

Des Moines Stormwater Management staff will contribute the following to the Woodmont basin survey.

- Review and provide direction for survey planning and coordination (5 hours)
Deadline: July 29, 2022
- Participate in basin survey with one staff member for all field days (4-6 field days, up to a total of 60 hours)
Through October 31, 2022
- Conduct followup tracing and/or correction activities if illicit connections or discharges are identified (up to a total of 25 hours)
Through November 30, 2022

WLR will provide supplies necessary for the survey and source tracking sampling, including sampling bottles. Data will be collected via the ArcGIS Collector App. Des Moines staff will provide manhole cover hooks, boots, safety vest, and any other equipment generally available to Stormwater Management staff.

II. BUDGET

Des Moines will submit invoices with financial report forms at least every 60 days after work is completed (bi-monthly). Invoices will be submitted with the invoice template supplied by King County.

Category	Budgeted Dollars
Staff (\$41.48/hour plus 40% for fringe benefits)	93 hours = \$5,400
Subcontractor staff	\$0
Supplies	\$0
Equipment	\$0
Total	\$5,400

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Senior Services Advisory Committee
Appointment

ATTACHMENTS:
1. Applications

FOR AGENDA OF: July 14, 2022

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: July 7, 2022

CLEARANCES:

☐ Community Development

☐ Marina

☒ Parks, Recreation & Senior Services 

☐ Public Works

CHIEF OPERATIONS OFFICER: 

☐ Legal /s/ TG

☐ Finance

☐ Courts

☐ Police

☐ City Clerk _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

The purpose of this agenda item is to recommend City Council approval of appointment to the City of Des Moines Senior Services Advisory Committee.

Suggested Motion

Motion 1: "I move to confirm the Mayoral appointment of Nzola Pedro to an open position on the City of Des Moines Senior Services Advisory Committee, effective immediately. Nzola Pedro's term will expire December 31, 2023."

Motion 2: "I move to confirm the Mayoral appointment of Aileen Evans to an open position on the City of Des Moines Senior Services Advisory Committee, effective immediately. Aileen Evans term will expire December 31, 2025."

Background

The Senior Services Advisory Committee was created by chapter 4.44 DMMC, which details the powers

and duties of the Committee, ex-officio members, terms, meetings, reports to City Council, and scope of duties for the Senior Services Advisory Committee. The Committee advises the City Council on policy and budgetary subjects related to senior services, current and future facilities relating to senior services, review of federal, state and county laws and regulations, proposed laws and regulations and the impact of such laws and regulations on delivery of senior services, and to perform such other tasks as are assigned by the City Council.

The Committee consists of seven members. One member of the Committee need not be a resident of the City and up to two members of the Committee may reside outside the City limits but work or volunteer within the City limits. Four Committee members are appointed to two year terms and three members of the committee are appointed to four year terms.

Discussion

The current committee consists of 4 members, one of which resigned her position in April 2022. The remaining 3 members are serving the remainder of their second terms, which will end December 2022.

Alternatives

None provided.

Financial Impact

No financial impact.

Recommendation/Concurrence

Des Moines Administration recommends the Mayoral appointment of Nzola Pedro and Aileen Evans to the Senior Services Advisory Committee.



Employment Application | Submitted: 20-May-2022

AAA

Nzola Pedro

📞 (206) 429-4320
✉️ nzolaanto@yahoo.fr
🏠 1835 South 216th Street APT G 204,,, G204
Des Moines, WA 98198
United States

Des Moines Citizen Advisory Boards

Job Location - Des Moines, WA
Department - Administration
Source - Upward.net

Employment History

Please list your previous employers starting with your current, or most recent employer.

Note: If you are unable to provide a phone number, enter 000-000-0000.

Indemand Interpreting - Current Employer

Job Title: Medical Interpreter

Dates Employed From: Jul/2017
Dates Employed To: Currently Employed
Employment Length: 5 years
Duties: Making bright between provider and lap Patient
Reason For Leaving: Currently Employed

Supervisor Name: Daniel Rui

Supervisor Phone: 2062026952
Address: Tukwila, WA Seattle, WA, 98188, UNITED STATES
Phone: (206) 202-6952
May We Contact? Yes

Employment Gap - In School

Jul/2017 - May/2022

Details: To actual

Length: 4 years, 10 months

Orion industries

Job Title: Assembly Technician

Dates Employed From: Dec/2016
Dates Employed To: Jul/2017
Employment Length: 0 years, 7 months
Duties: Connect spare parts
Reason For Leaving: It was a training job

Supervisor Name: Gesson

Supervisor Phone: 2062534420
Address: Orion Industries Auburn, WA, 98002, UNITED STATES
Phone: (206) 253-4420
May We Contact? Yes

Education

List below your educational background, including high school, all colleges, trade and military service schools.

Highline Community College | Certification

Degree: Certified
Major: Hospitality and Tourism Specialist
Location: Des Moines, WA, UNITED STATES

Graduated? Yes
Years Attended From: 2018
Years Attended To: 2018

Highline Community College | Certification

Degree: Certified
Major: Heath care Medical Interpreter
Location: Des Moines, WA, UNITED STATES

Graduated? Yes
Years Attended From: 2017
Years Attended To: 2017

ALISON online | Graduate School

Degree: Bachelor
Major: Nursing and Health Care
Location: Dublin, IRELAND

Graduated? Yes
Years Attended From: 2015
Years Attended To: 2016

Institut Medical de Yakusu (DR CONGO) | Certification

Degree: High School Diploma
Major: Nursing
Location: Kisangani, WA, UNITED STATES

Graduated? Yes
Years Attended From: 1981
Years Attended To: 1985

Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

Click on the link to open the resume file if you wish to print the formatted resume.

File Name

Link

Nzola_Pedro.pdf

 Preview

Download

89479456 - uploaded resume.doc

 Preview

Download

Text Only Resume

nzolaanto@yahoo.fr
Nzola Pedro
Medical Interpreter
20 years of nursing Experiences
Served as Supervisor of Delivery section for 2 years, Hospital dos Cajueiro, Luanda,

Angola Fluent in Portuguese, French, Swahili and Lingala (DR Congo)

2064194320

Des Moines, WA 98198

Medical Interpreter Indemand Interpreting Tukwila, WA
July 2017 to Present

Computer Teacher Instituto Politecnico do Nzagi Lunda-Norte
Manager Owner Centro Medico Siloe Nzagi Lunda Norte, Angola
Founded, managed operated private clinic serving population.
Performed diagnostic tests, and provided friendly and warm patient care
Supervisor of Maternity of Hospital Maria Pia Luanda Angola
Supervised prenatal care, infant delivery, fertility.
Facilitated daily meeting to update on patient care.
Oversaw and conducted studies on the pregnancies of HIV positive women.
Computer Teacher
Instituto Politecnico do Nzagi Lunda-Norte

Supervisor on Labor and delivery section Hospital dos Cajueiro Luanda Angola Luanda
Luanda, Angola
Manager Owner
Centro Medico Siloe Nzagi Lunda-Norte Angola
2016: Worked as French.portugaise, and Swahili Interpreter in LINGUISTICA INTERPRETER.
2017 to now I am working as French Medical interpreter at Indemand Interpreting

Certified Hospitality and Tourism Specialist Highline Community College
Des Moines, WA
January 2018 to June 2018

Certified Heath care Medical Interpreter Highline Community College
Des Moines, WA
January 2017 to June 2017

Bachelor Nursing and Health Care ALISON online
Dublin, CA
2015 to 2016

High School Diploma Institut Medical de Yakusu (DR CONGO)

Language Skill ,Health Care (10+ years)

Skills

- Infant delivery
- Prenatal care
- pregnancies of HIV positive
- Private Clinic management
- Language (French,Portuguese,Swahili,Lingala)
- Hospitality and tourisme

Admin Uploaded Files

There are no admin uploaded files for this applicant.

References

Please fill out the information below regarding references.

Note: If you are unable to provide a phone number, enter 000-000-0000. If you are unable to provide an email address, enter noreply@noemail.com

Teresa Mboma

Relationship: Friend
Company: ABM
Occupation: Cashier

Phone: 2532634435

Jean Paul Yafali

Relationship: Friend
Company: UW
Occupation: Professor

Phone: 2069816911

Roberto Vika

Relationship: Cousin
Company: Lift
Occupation: Driver

Phone: 3856301635

Job Questions

Citizen Advisory Board | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		
Please select from the following Boards that you are interested in applying for: *	Senior Services	0	
Date available for appointment to committee: *	Friday 05/20		
Can you attend evening meetings? *	Yes	0	
Can you attend daytime meetings? *	No	0	

Can you attend weekend meetings? *	Yes	0
Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *	160	
Have you previously served or are you currently on one of the City of Des Moines committees? *	No	0
If yes, please list the committee(s) below: *	Na	
Please list any related professional and or community activities that you are involved in. *	I am the president of Angolan's Community in WA	
If you are applying for a specific board, explain how your experience and perspective would directly contribute to the board and surrounding community. *	Na	

Additional Questions

The applicant did not answer any Additional Questions

Applicant Statement

I declare that all statements and answers in this application are true and complete and agree that any untrue or misleading answer, omission, concealment or failure to answer any questions fully, completely and accurately may be grounds for terminating my employment, regardless of when it is discovered. By completing this application, I give this employer the permission to validate some of my answers with the appropriate authorities/institutions.

I authorize this employer or its agents to investigate my references, to review my former employment record and to keep and preserve records of such investigations. Additionally, I release all parties from liability for any damage that may result from furnishing information to this employer or its agents.

☒ I agree to the above.

Signature: Nzola A Pedro

Date: 2022-05-20 10:19:53am

IP Address: 71.231.225.169

Signature

Date



Employment Application | Submitted: 04-May-2022

Aileen Evans

📞 (206) 304-6612
✉ aileen.evans12@gmail.com
🏠 22212 8th Avenue South
Des Moines, WA 98198
United States

Volunteer Opportunities

Job Location - Des Moines, WA
Department - Volunteer Opportunities

Volunteer History and/or Employment History

The volunteer application is designed to give applicants an opportunity to share their background, experience, interests and skills, enabling the City to make the best possible volunteer placement.

Please provide your most recent volunteer or work experience that will help determine best placement below. One volunteer history or employer is required; **"Employer" can be related to volunteer experience.**

Note: If you are unable to provide a phone number, enter 000-000-0000.

Des Moines Waterfront Farmers Market

Job Title: Assistant Market Manager

Dates Employed From: Mar/2014
Dates Employed To: Oct/2015
Employment Length: 1 year, 7 months

Duties: Supervised information booth. Processed monies. Wrote KCD grant. Submitted grant budget reports. Assisted public and vendors with a variety of miscellaneous tasks.

Reason For Leaving: Grant expired

Supervisor Name: Rikki Marohl

Address: Des Moines, WA
Phone: 206-650-3383

May We Contact? Yes

City of Des Moines

Job Title: Certified Permit Technician

Dates Employed From: Aug/2007
Dates Employed To: Oct/2007
Employment Length: 0 years, 2 months

Duties: Coordinated Community Development projects to assure that permits for planning and building were properly applied and issued in a timely manner with appropriate fees charged.

Supervisor Name: Larry Pickard

Address: Building Department, WA
Phone: 206-870-7576

May We Contact? Yes

Reason For Leaving: Limited term appointment

City of Kent

Job Title: Clerical Admin., Police Maintenance Supervisor, Certified Permit Technician

Dates Employed From: Jun/1980

Dates Employed To: Jun/2007

Employment Length: 27 years

Duties: In Clerical Admin. positions performed general office duties. At Police headquarters I supervised jail work release inmates. As Permit Technician I coordinated community development projects to assure that permits were properly applied and issued in a timely manner with appropriate fees charged.

Reason For Leaving: Retired (Hired in 1977, though this software application only goes back to 1980.)

Supervisor Name: Douglas Siegert, Sr. Parks Program Facility Mgr

Address: Parks, Police and Community Development Departments, WA

Phone: 253-856-5100

May We Contact? Yes

Education

List below your educational background, including high school and if applicable, any education such as, colleges, trade and military service schools that is in relation to your volunteer interests.

Mount Rainier High School | High School or Equivalent

Degree:

Graduated? Yes

Major:

Location: Des Moines, WA

Renton Technical College | Technical School

Degree: Certificaiton

Graduated? Yes

Major: Advanced keyboarding & 10-key By Touch 101

Years Attended: 1

Location: Renton, WA, UNITED STATES

Washington Recreation Park Association | Certification

Degree: Certification

Graduated? Yes

Major: The Power of Common Courtesy & Dealing with Difficult People

Years Attended: 1

Location: Kent, WA, UNITED STATES

City of Kent Training Facility | Other

Degree: Certification

Graduated? Yes

Major: Microsoft Office, Word, Excel, Access and Outlook

Years Attended: 1

Location: Kent, WA, UNITED STATES

City of Kent Fire Department | Other

Degree: Certification

Graduated? Yes

Major: Emergency Disaster Preparedness Lead Educator
Location: Kent, WA, UNITED STATES

Years Attended: 1

Coast Guard Power Squadron | Certification

Degree: Certification
Major: Boating Safety
Location: Des Moines, WA, UNITED STATES

Graduated? Yes
Years Attended: 1

International Code Council | Certification

Degree: Certification
Major: Permit Technician
Location: Tukwilla, WA, UNITED STATES

Graduated? Yes
Years Attended: 1

Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the review for best placement. You may either copy and paste a resume in the space provided or upload a file.

Click on the link to open the resume file if you wish to print the formatted resume.

File Name	Link
Resume 2021.docx	Preview Download
Cover letter 2021.docx	Preview Download
Aileen-Resume 050422.docx	Preview Download

Text Only Resume

No Text Only Resume on File

Admin Uploaded Files

There are no admin uploaded files for this applicant.

References (required only if you are working with the public)

Please fill out the information below regarding references if you will be volunteering directly with the public. Please provide at least two references if you are interested in or planning on working with the public during your volunteer time.

Note: If you are unable to provide a phone number, enter 000-000-0000. If you are unable to provide an email address, enter noreply@noemail.com

Charissa m Church

7/5/22, 2:24 PM

Evans, Aileen

Company:
Occupation:
Years Known: 41

Phone: 425-753-0029
Email: reesemchurch@gmail.com

Susan May

Company: Former Furneys Nursery employee
Occupation: Head Plant Specialist
Years Known: 20

Phone: 206-909-2960
Email:

Job Questions

Volunteer Opportunities | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Please list the days of the week and times you are available to Volunteer: *	Depends on time of year		
What is your availability? *	Long Term - More than 3 months	0	
Are you currently certified in CPR? *	No	0	
Are you currently certified in First Aid? *	No	0	
In what particular areas of volunteer work are you interested? Select from below: *	Other	0	
If selected Other, please specify what or where you would like to volunteer below:	Senior Advisory Committee		
If selected Youth Coach and would like to coach a particular team or participant please list participant's name or team and the sport you wish to volunteer for below:	This question was not answered.		
Are there any additional qualifications, skills or experience that would help us in determining volunteer placement?	Previously employed with the City of Kent Senior Activity Center, along with volunteer position on the Senior Advisory Trips & Tours Board.		
Emergency Contacts: Please list the following information for the person you wish to be contacted in case of	Dan Evans, Husband, 206-388-8284		

an emergency: Name: Relationship:
Phone Number(s): *

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. I understand to contact the Human Resources Department as soon as possible should I need a reasonable accommodation in arranging volunteer assignments. *

Yes

0

Applicant Statement

COVID 19 Volunteer safety pledge and waiver

I, wishing to volunteer my time and services for the City of Des Moines hereby acknowledge that the City is doing everything they can to protect the public as well myself as a volunteer during the current COVID 19 pandemic. To this extent, I agree to follow the Center of Disease Control (CDC) and local health district guidelines as well as all applicable safety requirements as issued by the Governor of the State of Washington through his reopening plan.

Additionally, I agree to follow the policies and procedures for social distancing to reduce the spread of COVID-19. This will require me to maintain six (6) feet of distance between myself, fellow volunteers, and patrons of the organization as much as possible. This procedure will be required for visitor-to-visitor contact as well to limit exposure.

I agree to utilize surgical masks or improvised masks such as scarves, bandanas, and handkerchiefs to reduce the risk of exposure to myself and others. I agree to wash or sanitize my hands after using the restroom, sneezing, and coughing, and before eating or preparing meals or sundries for distribution, and will properly wear and utilize sterile gloves.

I understand that there is no direct medical health coverage afforded to me during my relationship with the City of Des Moines and the City is not responsible or liable for any potential exposure to Novel Coronavirus or any complications that may result. Unless specifically stated in writing, I understand that there is no Washington State Labor and Industries employment security insurance provided to me.

I agree that if I observe violations of any safety protocols or if I do not have sufficient access to personal protective equipment or supplies in order to comply with this pledge, that I will report this information to a City supervisor immediately.

I further acknowledge that I am being advised by the City to check with my medical provider prior to signing this form and prior to providing additional volunteer services to the City.

By signing below, I agree to comply with the written instructions above. Failure to comply with these written instructions or verbal instructions from staff may result in my volunteer privileges being removed and I may be asked to leave the premises.

Applicant Statement

To the best of my knowledge, the information herein is true and complete. I understand that falsification of this application is grounds for dismissal as a volunteer. Further, I give permission for an authorized representative of the City to conduct a nationwide criminal background check in accordance with RCW 43.43.830-839, to conduct a criminal conviction check, and to inquire of individuals about my character and ability to perform all aspects of the volunteer position for which I am being considered. I understand that a criminal record will not necessarily disqualify me from consideration for a volunteer position. I release the City of Des Moines and those individuals/institutions that provide information from any liability that may arise from the provision of this information.

As a volunteer for the City of Des Moines, I am fully aware that the work associated with being a City Volunteer involves certain risks of physical injury or death. Being fully informed as to these risks and in consideration of my being allowed to participate in the City's Volunteer Program, I hereby assume all risk of injury, damage and harm to myself arising from such activities or use of City facilities. I also hereby individually and on behalf of my heirs, executors and assignees, release and hold harmless the City of Des Moines, its officials, employees and agents and waive any right of recovery that I might have to bring a claim or a lawsuit against them for any personal injury, death or other consequences occurring to me arising out of my volunteer activities.

I understand that the City at times handles sensitive or confidential information, the disclosure of which could adversely affect a criminal investigation and in some instances may be a violation of law. I agree not to disclose any information obtained by me while engaged in my volunteer duties unless specifically authorized in advance by a city supervisor. I understand that my failure to comply with this paragraph will result in my removal from the volunteer program.

I declare that all statements and answers in this application are true and complete and agree that any untrue or misleading answer, omission, concealment or failure to answer any questions fully, completely and accurately may be grounds for terminating my employment, regardless of when it is discovered. By completing this application, I give this employer the permission to validate some of my answers with the appropriate authorities/institutions.

I authorize this employer or its agents to investigate my references, to review my former employment record and to keep and preserve records of such investigations. Additionally, I release all parties from liability for any damage that may result from furnishing information to this employer or its agents.

If you are under 18, please have a parent or guardian sign.

☒ I agree to the above.

Signature: Aileen Evans

Date: 2022-05-04 08:22:15am

IP Address: 97.113.151.215

Wet Signature: 

Signature

Date

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:

Draft Ordinance 22-005 – Reduction of speed limit on Pacific Highway South (SR-99)

ATTACHMENTS:

1. Draft Ordinance 22-005 – Amending DMMC 10.20.020 revising speed limits on certain streets that are located in the City of Des Moines.
2. SR-99 (Pacific Highway South) Speed Study Memo dated February 1, 2022
3. Washington State Department of Transportation letter of concurrence and traffic study.

FOR AGENDA OF: July 14th, 2022

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: June 7th, 2022

CLEARANCES:

- ☐ Community Development ____
- ☐ Marina ____
- ☐ Parks, Recreation & Senior Services ____
- ☒ Public Works *Des Moines*

CHIEF OPERATIONS OFFICER: *[Signature]*

- ☒ Legal /s/ TG
- ☐ Finance ____
- ☐ Courts ____
- ☐ Police ____

**APPROVED BY CITY MANAGER
FOR SUBMITTAL:** *[Signature]*

Purpose and Recommendation

The purpose of this item is to modify DMMC 10.20.020 revising the speed limit on SR-99 (Pacific Highway South) within the City of Des Moines to 40 MPH. The following motion will appear on the Consent Agenda:

Suggested Motion:

Motion 1: “I move to pass Draft Ordinance No. 22-005 modifying DMMC section 10.20.020 revising the speed limit on SR-99 (Pacific Highway South) located in the City of Des Moines.”

Background

Traffic and safety related concerns have been raised about this corridor and brought to the attention of the City. An evaluation of the speed limit was deemed warranted. Pacific Highway South (SR-99) is classified as a principal arterial and runs north and south parallel to Interstate 5. The SR-99 corridor continues north and south beyond the City limits and is the largest corridor in terms of geometry and volume. There are four signalized intersections in the Des Moines corridor, South 216th, South 220th, South 224th and Kent-Des Moines Rd. In addition there is a pedestrian crossing signal between 224th and Kent-Des Moines Rd. North of South 216th in the City of Sea-Tac the corridor has a posted speed limit of 40 MPH. South of Kent-Des Moines Rd the corridor is within the City of Kent. The speed limit on SR-99 within the City of Des Moines and Kent is currently 45 MPH, however, the City of Kent is currently going through a traffic study to evaluate lowering the speed limit in a portion of the corridor from Kent-Des Moines Rd to 950' south of South 240th Street.

Administration has contacted the Washington State Department of Transportation (WSDOT) who are in concurrence (Attachment 3) with the City's recommendation and have sent a speed limit reduction request change to WSDOT headquarters in Olympia to extend the speed limit reduce south to Federal Way so that the entire SR-99 corridor from SeaTac to Federal Way is a consistent 40 MPH.

Administration brought forward to Council the draft ordinance for first reading on July 7th, 2022.

Discussion

The selection of the speed limit for any particular section of a road type is an exercise in weighing the objectives of safety and operational efficiency. The operational efficiency is measured by travel time and the safety level, measured by the incidence of crashes and resulting injuries and fatalities with consideration of the road function. The Federal Highway Administration (FHWA) outlines methods and practices for setting speed limits. Within this guidance is the Engineering Approach. This is a two-step process where a base speed limit is set according to the 85th percentile speed, the design speed for the road, or other conditions. By definition, the 85th percentile speed is the speed at or below 85 percent of all vehicles are observed to travel under free-flowing conditions at a specific monitored point. This speed has been historically used in setting appropriate speed limits as it assumes that in general 85 percent of drivers travel at a speed they are comfortable with in context with the roadway environment. This base speed limit is adjusted according to traffic and infrastructure conditions such as pedestrian use, median presence, etc. Within the engineering approach there are two approaches: The Operating Speed Method is set within 5 mph of the 85th percentile speed determined from speed surveys and then appropriate changes plus or minus are made based on other considerations. Under the Road Risk Method, the level of roadside development and the function of a road are the primary determinants of the appropriate speed limit.

The Manual on Uniform Traffic Control Devices (MUTCD) is the national standard for all traffic control devices on roads open to public travel. It requires that speed limits be posted in increments of 5 mph and that speed limits in speed zones be based on an engineering study (Attachment 2) and analysis of free flow speeds (speeds that are unimpeded by other vehicles, stop signs, signals, or inclement weather). The MUTCD recommends that agencies set speed limits within 5 mph of the 85th percentile speed of free-flowing traffic. The average 85th percentile speed for the Pacific Highway South corridor in Des Moines based on speed data collected in January of 2022 is 45 mph for Northbound and 44 mph for Southbound. Based on this, the speed limit could arguably be set between 40 mph and 50 mph.

The MUTCD also lists other risk factors that may be considered, including road geometry, the pace speed (the 10 mph speed range at which the most vehicles are driving), roadside development, pedestrian

activity, and crash experience. Based on the collected speed study data the average pace speed range for northbound is 33.9 mph – 43.9 mph and for southbound 33.4 mph – 43.4 mph.

Since the improvement project in 2005, there has been an increase of roadside development and redevelopment increasing the turning movements into and from the corridor. In the last three years there have been some significant multi-family residential developments on both sides of the corridor, increasing the vehicular turning movements and pedestrian activity in the corridor. Additionally, the extension of light rail by Sound Transit from the Angle Lake station to Federal Way will include a new stop/station just south of Kent Des Moines Rd. This will bring additional vehicular and pedestrian activity to the corridor as well as likely increase redevelopment along the corridor.

Based on the existing 85th percentile free flow speeds, average speeds, pace speed, roadside development, pedestrian activity, and crash history, staff is recommending the speed limit be reduced to **40 mph for the Des Moines corridor**. The 40 mph speed limit would be in line with the MUTCD recommendation of 5 mph of the 85th percentile speed. The lower limit would also acknowledge the risk and increased conflicts associated with the growth in roadside development and the lower limit would be well within the existing pace speed averages.

Alternatives

The Council could choose to not approve the recommended speed limit change.

Financial Impact

There will be some minor costs for materials and labor associated with removing the existing speed limit signs and installing the new lower limit signs. These costs can be absorbed within the current Street Fund Maintenance budget.

Recommendation

Staff recommends approval of the motion.

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CITY ATTORNEY'S FIRST DRAFT 06/02/2022

DRAFT ORDINANCE NO. 22-005

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to the traffic codes, amending DMMC 10.20.020 and revising speed limits on certain streets that are located in the City of Des Moines.

WHEREAS, RCW 46.61.400 sets the maximum speed limit for City streets at twenty-five (25) miles per hour and for state highways at sixty (60) miles per hour, and

WHEREAS, RCW 46.61.415 provides the authority and circumstances under which cities may alter these speed limits, and

WHEREAS, RCW 46.61.415(2) requires local agencies to perform "an engineering and traffic investigation" to determine the proper speed limit, and

WHEREAS, RCW 46.61.415(6) states that Any alteration of maximum limits on state highways within incorporated cities or towns by local authorities shall not be effective until such alteration has been approved by the secretary of transportation, and

WHEREAS, the Public Works Department of the City of Des Moines conducted an engineering and traffic investigation to determine the proper speed limit on the portion of Pacific Highway South (SR-99) located within the City, and

WHEREAS, the study determined that the speed limit on Pacific Highway South within the City should be reduced to 40 miles per hour, and

WHEREAS, the Washington State Department of Transportation (WSDOT) is in concurrence with the recommended reduction, and

WHEREAS, the speed limit reduction would make the speed limit on this section of Pacific Highway South consistent with the section to the north, located in the City of SeaTac, and an anticipated reduction on the section located to the south, located in the City of Kent, and

WHEREAS, the City Council of the City of Des Moines finds that on the basis of an engineering and traffic investigation conducted by the Planning, Building, and Public Works Department, speed limits contained in this ordinance are reasonable and safe maximum limits and should be established; now therefore,

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

Sec. 1. DMMC 10.20.020 and section 3(15) of Ordinance No. 451 as amended by section 1 of Ordinance No. 470 as amended by section 1 of Ordinance No. 509 as amended by section 1 of Ordinance No. 574 as amended by section 2 of Ordinance No. 677, as amended by section 1 of Ordinance 694 as amended by section 2 of Ordinance 981 formerly DMMC 10.04.070, as amended by section 12(4) of Ordinance No. 1053, as amended by section 2 of Ordinance No. 1342 as amended by section 2 of Ordinance no. 1455 are each amended to read as follows:

Decreasing speed limits in certain zones. It is determined upon the basis of an engineering and traffic investigation that the 25 miles per hour speed limit permitted by state law for City streets and the 60 miles per hour speed limit permitted by state law for state highways is greater than is reasonable and safe for operation of vehicles on the following streets or highways. The speed limit shall be as set forth in this section on those streets or highways or parts of streets or highways designated in this section at all times when signs are erected giving notice thereof:

Name of Street	Speed Limit (Miles Per Hour)
SR 509 (Marine View Drive South/South 216th Street) from the intersection with Des Moines Memorial Drive to SR 516 (Kent-Des Moines Road)	30
SR 516 (Kent-Des Moines Road) from SR 509 (Marine View Drive South) to I-5	35
SR 99 (Pacific Highway South) from SR 516 (Kent-Des Moines Road) at M.P. 15.49 to South 216th Street at M.P. 16.52	45 40

Sec. 2. Severability - Construction.

- (1) If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.
- (2) If the provisions of this ordinance are found to be inconsistent with other provisions of the Des Moines Municipal Code, this ordinance is deemed to control.
- Sec. 3. Effective date.** This ordinance shall take effect and be in full force five (5) days after its passage and approval in accordance with law.

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

M A Y O R

APPROVED AS TO FORM:

Ordinance No. _____
Page 3 of 3

City Attorney

ATTEST:

City Clerk

Published:

Effective Date:

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Public Works Department

DATE: February 1, 2022

TO: Andrew Merges, P.E., Public Works Director

FROM: R. Brandon Carver, P.E., Senior Engineer

SUBJECT: Traffic Study Pacific Highway South (SR-99) – Between South 216th St and Kent-Des Moines Rd – Speed Limit Reduction

Introduction

This study intends to look at the existing conditions, and traffic related elements of Pacific Highway South (SR-99) between South 216th and Kent Des Moines Rd. Traffic and safety related concerns have been raised about this corridor and brought to the attention of the City. An evaluation of the speed limit was deemed warranted.

Background

Pacific Highway South (SR-99) is classified as a principal arterial and runs north and south parallel to Interstate 5. The SR-99 corridor continues north and south beyond the City limits and is the largest corridor in terms of geometry and volume. There are four signalized intersections in the Des Moines corridor, South 216th, South 220th, South 224th and Kent-Des Moines Rd. In addition there is a pedestrian crossing signal between 224th and Kent-Des Moines Rd. North of South 216th in the City of Sea-Tac the corridor has a posted speed limit of 40 MPH. South of Kent-Des Moines Rd the corridor is within the City of Kent. The speed limit on SR-99 within the City of Des Moines and Kent is currently 45 MPH, however, the City of Kent is currently going through a traffic study to evaluate lowering the speed limit in a portion of the corridor from Kent-Des Moines Rd to 950' south of South 240th Street.

Existing Conditions

Geometry

Pacific Highway South is a divided highway with a raised landscaped median and access controlled to right-in right out except at the four traffic signals. There are two general purpose lanes for both northbound and southbound and an HOV lane for both northbound and southbound. Lane widths are 11' for the general purpose and 12' for the HOV lanes and consistent with the principal arterial classification. The corridor in Des Moines was significantly improved in 2005 as a part of a multi-jurisdiction improvement effort in the entire corridor. Pacific Highway South has a gentle slope from south to north of approximately 2%-3% and a typical 2% cross-slope for drainage. Landscape planter strips separate the HOV lane from

concrete sidewalks. Street lighting exists in the entire corridor and was installed with the corridor improvement in 2005.

Accident History

Accident history was checked for the past 5 years from January 2017 through December 2021 (see attached accident history summary). There were a total of 251 accidents in the corridor during this 5-year period. There were 2 fatalities involving pedestrians attempting to cross Pacific Highway outside of the marked and signal controlled locations.

The reported accident history has been summarized and attached to this study.

Traffic Volumes

Volumes were counted in January 2022 for 24-hour time periods (see attached volume spreadsheet). Typical weekday volume is about 21,800 vehicles per day. Volumes are fairly evenly split between northbound and southbound.

Speeds

Speeds were recorded using a multiple day data collector. Speed results were taken during January 2022 (see attached speed studies). Speed data was collected at three locations in the corridor. The results were as follows:

Between South 216th St and South 220th St:

3-day mid-week average

85th percentile Northbound = 42.4 MPH

85th percentile Southbound = 42.5 MPH

Average speed Northbound = 34.6 MPH

Average speed Southbound = 36.9 MPH

Between South 220th St and South 224th St:

3-day mid-week average

85th percentile Northbound = 48.3 MPH

85th percentile Southbound = 45.3 MPH

Average speed Northbound = 41.4 MPH

Average speed Southbound = 38.6 MPH

Between Ped Signal and KDM:

3-day mid-week average

85th percentile Northbound = 44.9 MPH

85th percentile Southbound = 44.3 MPH

Average speed Northbound = 39.0 MPH

Average speed Southbound = 37.5 MPH

Discussion and Recommendation

The selection of the speed limit for any particular section of a road type is an exercise in weighing the objectives of safety and operational efficiency. The operational efficiency is measured by travel time and the safety level, measured by the incidence of crashes and resulting injuries and fatalities with consideration of the road function. The Federal Highway Administration (FHWA) outlines methods and practices for setting speed limits. Within this guidance is the Engineering Approach. This is a two-step process where a base speed limit is set according to the 85th percentile speed, the design speed for the road, or other conditions. This base speed limit is adjusted according to traffic and infrastructure conditions such as pedestrian use, median presence, etc. Within the engineering approach there are two

approaches: The Operating Speed Method is set within 5 mph of the 85th percentile speed determined from speed surveys and then appropriate changes plus or minus are made based on other considerations. Under the Road Risk Method, the level of roadside development and the function of a road are the primary determinants of the appropriate speed limit.

The Manual on Uniform Traffic Control Devices (MUTCD) is the national standard for all traffic control devices on roads open to public travel. It requires that speed limits be posted in increments of 5 mph and that speed limits in speed zones be based on an engineering study and analysis of free flow speeds (speeds that are unimpeded by other vehicles, stop signs, signals, or inclement weather). The MUTCD recommends that agencies set speed limits within 5 mph of the 85th percentile speed of free-flowing traffic. The average 85th percentile speed for the Pacific Highway South corridor in Des Moines based on speed data collected in January of 2022 is 45 mph for Northbound and 44 mph for Southbound. Based on this, the speed limit could arguably be set between 40 mph and 50 mph.

The MUTCD also lists other risk factors that may be considered, including road geometry, the pace speed (the 10 mph speed range at which the most vehicles are driving), roadside development, pedestrian activity, and crash experience. Based on the collected speed study data the average pace speed range for northbound is 33.9 mph – 43.9 mph and for southbound 33.4 mph – 43.4 mph.

Since the improvement project in 2005, there has been an increase of roadside development and redevelopment increasing the turning movements into and from the corridor. In the last three years there have been some significant multi-family residential developments on both sides of the corridor, increasing the vehicular turning movements and pedestrian activity in the corridor. Additionally, the extension of light rail by Sound Transit from the Angle Lake station to Federal Way will include a new stop/station just south of Kent Des Moines Rd. This will bring additional vehicular and pedestrian activity to the corridor as well as likely increase redevelopment along the corridor.

Based on the existing 85th percentile free flow speeds, average speeds, pace speed, roadside development, pedestrian activity, and crash history I am recommended the speed limit be reduced to **40 mph for the Des Moines corridor**. The 40 mph speed limit would be inline with the MUTCD recommendation of 5 mph of the 85th percentile speed. The lower limit would also acknowledge the risk and increased conflicts associated with the growth in roadside development and the lower limit would be well within the existing pace speed averages.



**Washington State
Department of Transportation**

Northwest Region
15700 Dayton Avenue North
P.O. Box 330310
Seattle, WA 98133-9710
206-440-4000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 22, 2022

Andrew Merges,
Public Works Director
City of Des Moines
21650 11th Avenue South
Des Moines, WA 98198-6317

Dear Mr. Merges:

Attached is WSDOT's SR 99 Speed Study Report in which we propose lowering the speed limit from 45 mph to 40 mph on SR 99 within the City of Des Moines, from MP 15.49 to 16.51. This is in concurrence with the City's recommendation.

Sincerely,

Leslie Forbis

Leslie Forbis
Traffic Operations Supervisor
WSDOT NWR Traffic

Enclosure SR 99 Des Moines Speed Study

Engineering and Traffic Investigation – Speed Limit
SR 99 / Des Moines MP 15.49 to MP 16.51
April 2022

Background: SR 99 is classified as a principal arterial and runs north-south in the Northwest Region from the Pierce County Line to the Canadian Border. The section of SR 99 being studied is in Des Moines and runs from S. 240th (SR 516) to S. 216th. The AADT is 25,000 with no truck percentages available. The current speed limit is 45 mph.

Proposed Action:

Based on this engineering & traffic investigation, WSDOT proposes lowering the speed from 45 mph to 40 mph for this segment of roadway.

MP 15.49 – 16.51 – SR 516 to S. 216th

- Although the measured 85th percentile speeds are all lower than the posted speed of 45 mph, they all fall well within the pace ranges.
- The roadway and roadside characteristics warrant this change

Speed Field Study:

Speed studies were conducted in April of 2022. The table on the next page summarizes the speed measurements. A map of the data collection locations is also attached.

SR 99 Des Moines Area Measured Speeds

Date	Location (MP)	Location (Description)	Direction	85th Percentile Speed (mph)	10 mph Pace Range (mph)	Posted Speed
4/11/2022	15.68	On NB shoulder shooting departing NB traffic	NB	45	34 - 43	45
4/11/2022	15.68	On NB shoulder shooting approaching SB traffic	SB	44	34 - 43	45
4/11/2022	15.83	On SB shoulder shooting approaching NB traffic	NB	45	36 - 45	45
4/11/2022	15.83	On SB shoulder shooting departing SB traffic	SB	45	34 - 44	45
4/11/2022	16.4	On SB shoulder shooting departing SB traffic	SB	39	32 - 41	45
4/11/2022	16.4	On NB shoulder shooting departing NB traffic	NB	44	33 - 44	45

*85th Percentile Speed: measured speed at which 85 out of 100 vehicles travel at or below
10 mph Pace Range: the 10-mph range of speed that the most vehicles are traveling at*

Crash Analysis:

Crash data were analyzed for 3 years from 2019 to 2022.

MP 15.49 to MP 16.51

Total of 168 crashes with 3 fatal and 62 were injury crashes.

- 27% were **rear-end** crashes (45 crashes)
- 7 crashes involved driving under influence of alcohol
- 20 **entering at angle** crashes occurred
- 18 were **opposite direction** crashes
- 13 were **fixed object** crashes

UNDER 23 UNITED STATES CODE – SECTION 409, THIS DATA CANNOT BE USED IN DISCOVERY OR AS EVIDENCE
AT TRIAL IN ANY ACTION FOR DAMAGES AGAINST THE WSDOT OR THE STATE OF WASHINGTON

- 6 were **single-vehicle** crashes
- 10 **pedestrian** collisions and one **bicycle** collision

Other Considerations:

Average Daily Traffic Volume – The AADT is 25,000 for the entire length of the segment

Truck Percentage - No truck percentages are available within study limits

Roadway Characteristics

Pacific Highway South is a divided highway with a raised landscaped median and access controlled to right-in right out except at the four traffic signals. These four signalized intersections in the Des Moines corridor are at South 216th, South 220th, South 224th and Kent-Des Moines Rd. In addition, there is a pedestrian crossing signal between 224th and Kent-Des Moines Rd.

There are two general purpose lanes for both northbound and southbound and an HOV lane for both northbound and southbound. Lane widths are 11' for the general purpose and 12' for the HOV lanes and consistent with the principal arterial classification. The corridor in Des Moines was significantly improved in 2005 as a part of a multi-jurisdiction improvement effort in the entire corridor. Pacific Highway South has a gentle slope from south to north of approximately 2%-3% and a typical 2% cross-slope for drainage. Landscape planter strips separate the HOV lane from concrete sidewalks.

Roadside Development and Lighting

- Development along this whole segment is retail/commercial with a high density of driveways limited to right-in right-out due to the raised landscaped median.
- Street lighting exists in the entire corridor and was installed with the corridor improvement in 2005.

Parking, Pedestrians and bicyclists

UNDER 23 UNITED STATES CODE – SECTION 409, THIS DATA CANNOT BE USED IN DISCOVERY OR AS EVIDENCE AT TRIAL IN ANY ACTION FOR DAMAGES AGAINST THE WSDOT OR THE STATE OF WASHINGTON

- There is sidewalk along both sides of the roadway separated from the HOV lane by a planter strip.
- There is no legal street parking available the entire length of this segment of SR 99.
- The King County Metro Rapid Ride A Line runs on this segment of SR 99.

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