



## LAKWOOD CITY COUNCIL STUDY SESSION AGENDA

Monday, March 10, 2014

7:00 P.M.

City of Lakewood  
City Council Chambers  
6000 Main Street SW  
Lakewood, WA 98499

Page No.

### CALL TO ORDER

### ITEMS FOR DISCUSSION:

- ( 4) 1. Review of the proposed Fiscal Year 2014 Consolidated Annual Action Plan for Community Development Block Grant and HOME Investment Partnership Act funding recommendations. - (Memorandum)
- ( 8) 2. Review of the proposed Fiscal Year 2015 - 2017 Tacoma-Lakewood HOME Consortium agreement with the City of Tacoma. - (Memorandum)
- (19) 3. Review of the 2014 South Sound Military & Communities Partnership Work Plan. - (Memorandum)
- (26) 4. Review of a proposed agreement with AECOM Technical Services, Inc., on behalf of the South Sound Military & Communities Partnership, to conduct a Joint Land Use Study. - (Memorandum)

### BRIEFING BY THE CITY MANAGER

### ITEMS TENTATIVELY SCHEDULED FOR THE MARCH 17, 2014 REGULAR CITY COUNCIL MEETING:

1. Item No. 2 above.
2. Proclamation declaring March 2, 2014 through April 24, 2014, as Pierce County Reads. - *Ms. Neel Parikh, Executive Director, Pierce County Library System*

*The City Council Chambers is accessible to persons with disabilities. Equipment is available for the hearing impaired. Persons requesting special accommodations or language interpreters should contact the City Clerk's Office, 589-2489, as soon as possible in advance of the Council meeting so that an attempt to provide the special accommodations can be made.*

<http://www.cityoflakewood.us>

*The Council Chambers will be closed 15 minutes after adjournment of the meeting.*

3. Setting Monday, April 21, 2014, at approximately 7:00 p.m., as the date for a public hearing by the City Council on the Fiscal Year 2014 Consolidated Annual Action Plan for the Community Development Block Grant and HOME Investment Act Partnership Programs. - (Resolution - Regular Agenda)

### **CITY COUNCIL COMMENTS**

### **ADJOURNMENT**

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**LAKWOOD CITY HALL**  
 6000 Main Street SW, Lakewood, WA 98499-5027  
 (253) 589-2489

**MEETING SCHEDULE**  
**March 10, 2014 – March 14, 2014**

Date	Time	Meeting	Location
March 10	7:00 P.M.	City Council Study Session	Lakewood City Hall Council Chambers
March 11	7:30 A.M.	Redevelopment Advisory Board	Lakewood City Hall 3rd Floor, Conference Room 3A
	7:30 A.M.	Coffee with the Mayor	St. Clare Hospital - Resource Center 4908 112 <sup>th</sup> Street SW
March 12	9:30 A.M.	Lakewood Community Collaboration	Lakewood City Hall Council Chambers
March 13	7:30 A.M.	Lakewood's Promise Advisory Board	Lakewood City Hall 3rd Floor, Conference Room 3A
	3:30 P.M.	City Talk with the Mayor or another Councilmember. <b><i>Please call 253-589-3489 for an appointment</i></b>	Lakewood City Hall 3 <sup>rd</sup> Floor, Mayor's Office
	6:00 P.M.	Lakewood Sister Cities Association	Lakewood City Hall 1 <sup>st</sup> Floor, Conference Room 1E
	7:00 P.M.	Lake City Neighborhood Association	Lake City Fire Station 8517 Washington Blvd. SW
March 14	No Meetings Scheduled		

**TENTATIVE MEETING SCHEDULE**  
**March 17, 2014 – March 21, 2014**

Date	Time	Meeting	Location
March 17	6:00 P.M.	Youth Council	Clover Park School District Student Services Center, Room 18
	7:00 P.M.	City Council	Lakewood City Hall Council Chambers
March 18	No Meetings Scheduled		
March 19	6:30 P.M.	Planning Advisory Board	Lakewood City Hall Council Chambers
March 20	4:00 P.M.	Human Services Funding Advisory Board	Lakewood City Hall 3 <sup>rd</sup> Floor, Conference Room 3A
March 21	No Meetings Scheduled		

NOTE: The City Clerk's Office has made every effort to ensure the accuracy of this information. Please confirm any meeting with the sponsoring City department or entity.



TO: Mayor and City Councilmembers  
FROM: Jeff Gumm, Program Manager  
THROUGH: John J. Caulfield, City Manager *John J. Caulfield*  
DATE: March 10, 2014 (Council Study Session)  
SUBJECT: FY 2014 Consolidated Annual Action Plan

**Introduction:** This memorandum introduces the City Council to the proposed Fiscal Year 2014 Consolidated Annual Action Plan (attached), including review public participation to-date and future time lines of the plan.

**CDBG and HOME Planning Process:** HUD requires state and local governments to produce both a 5-Year Consolidated Plan and an Annual Action Plan to receive federal funding from the Community Development Block Grant (CDBG) and HOME Investment Partnership Act (HOME) programs. The 5-YR Plan outlines overarching community needs for housing and community development and sets goals in order to satisfy those needs over a specified five year period of time. The Annual Action Plan on the other hand, is a single year action plan derived from the goals of the 5-YR Plan as well as annual community input. Lakewood's current 5-YR Consolidated Plan, adopted May 3, 2010, covers fiscal years 2010 – 2014 (July 1, 2010 – June 30, 2015), while the Draft Consolidated Annual Action Plan covers only fiscal year 2014 (July 1, 2014 – June 30, 2015). The discussion below focuses on the proposed Annual Action Plan for FY 2014.

**Fiscal Year 2014 Joint Consolidated Annual Action Plan:** The FY 2014 Consolidated Plan is a joint plan between Lakewood and the City of Tacoma (consortium). As a joint plan, it has allowed both communities to identify shared housing and community development needs and resources, and consideration of regional assets and strategies to meet the needs of low and moderate income households.

City staff administers the City's CDBG housing programs, and jointly administers Lakewood's HOME funded programs with Tacoma serving as the "lead entity." Based on an existing agreement with Tacoma, funding for Tacoma's fiscal administration of Lakewood's HOME programs will be funded out of Lakewood's 10 percent cap for administration.

This agreement also authorizes the Tacoma Community Redevelopment Authority (TCRA), in consultation with Lakewood, to review Lakewood's (HOME) housing loans and proposals for housing development projects and make funding decisions based on

projects which meet the lending criteria of the TCRA. The TCRA funds Lakewood projects out of Lakewood's portion of the HOME grant.

Applications for HOME affordable housing development and housing rehab programs are made available throughout the fiscal year and are funded with available program funds. CDBG applications are solicited on an annual basis between November and December. For FY 2014, 15 applications were received totaling \$955,886 in requested funding. Of the 15 applications, 3 were received for physical improvements/infrastructure, 6 for public services, 5 for housing, and 1 for economic development. Table 1 lists all 15 applications.

In FY 2014, Lakewood CDBG funds are to be focused on physical/infrastructure improvements, public service, housing, and economic development in that priority order. HOME funds will be used to capitalize the Affordable Housing Fund to provide affordable housing development through acquisition, new construction/rehabilitation of low-income multi-family and single-family properties.

Funds which are available for the upcoming fiscal year, along with the recommendations from the CDBG Citizens Advisory Committee are contained in Tables 2 and 3.

<b>TABLE 1 FISCAL YEAR 2014 CDBG APPLICATIONS</b>		
<b>Physical Improvements</b>		
	City of Lakewood – San Francisco Street Improvements	\$150,000.00
	Living Access Support Alliance – Prairie Oaks Client Services Center	\$35,000.00
	Habitat for Humanity – Tillicum North Right of Way Improvements	\$34,637.00
	<b>Sub-total</b>	<b>\$219,637.00</b>
<b>Public Service</b>		
	CenterForce – Foodservice Education & Training Program	\$10,000.00
	House of Prayer Foundation – Transitional Housing and Support Services	\$200,000.00
	Living Access Support Alliance – Services for Homeless Families	\$35,000.00
	South Sound Outreach Services – Financial & Housing Counseling Program	\$15,000.00
	Tillicum Community Center – Operations	\$92,150.00
	YMCA – Childcare Scholarship Program	\$15,000.00
	<b>Sub-total</b>	<b>\$367,150.00</b>
<b>Housing</b>		
	Associated Ministries – Paint Tacoma-Pierce Beautiful	\$20,000.00
	Rebuilding Together South Sound	\$20,000.00
	Pierce County Housing Authority – Village Square Apartments Rehabilitation	\$29,099.00
	City of Lakewood – Major Home Repair/Sewer Loan Program	\$200,000.00
	City of Lakewood – Emergency Assistance for Displaced Residents	\$25,000.00
	<b>Sub-total</b>	<b>\$294,099.00</b>
<b>Economic Development</b>		
	Northwest Business & Community Development Center – Veteran's Business Development Program	\$75,000.00
	<b>Sub-total</b>	<b>\$75,000.00</b>
	<b>Grand Total Requested</b>	<b>\$955,886.00</b>

**TABLE 2  
CDBG PROGRAM YEAR 2014  
& REPROGRAMMED FY 2009, 2012, AND 2013 FUNDING**

	Amount Requested	CAB RECOMMENDATIONS		
		CDBG FY 2014	CDBG Reprogram FY 2009, 2012, and 2013	CDBG FY 2014 & Reprogram
<b>PHYSICAL IMPROVEMENTS</b>				
City of Lakewood – San Francisco Street Improvements	\$150,000.00	\$116,341.76	\$43,658.24	\$160,000.00
<b>Subtotal- Physical Improvements</b>	<b>\$150,000.00</b>	<b>\$116,341.76</b>	<b>\$43,658.24</b>	<b>\$160,000.00</b>
<b>PUBLIC SERVICE (15% Cap)</b>				
South Sound Outreach Services – Financial and Housing Counseling Program	\$15,000.00	\$9,500.00	\$0	\$9,500.00
YMCA – Childcare Scholarship Program	\$15,000.00	\$14,000.00	\$0	\$14,000.00
CenterForce – Foodservice Education & Training Program	\$10,000.00	\$11,500.00	\$0	\$11,500.00
LASA – Services for Homeless Families	\$35,000.00	\$29,000.00	\$0	\$29,000.00
<b>Subtotal- Public Service</b>	<b>\$75,000.00</b>	<b>\$64,000.00</b>	<b>\$0</b>	<b>\$64,000.00</b>
<b>HOUSING</b>				
Associated Ministries – Paint Tacoma-Pierce Beautiful	\$20,000.00	\$21,600.00	\$0	\$21,600.00
Major Home Repair/Sewer Loan Program	\$200,000.00	\$52,077.64	\$0	\$52,077.64
City of Lakewood Parks Department – Emergency Assistance for Displaced Residents	\$25,000.00	\$12,000.00	\$0	\$12,000.00
Pierce County Housing Authority – Village Square Apartments	\$29,099.00	\$34,099.00	\$0	\$34,099.00
<b>Subtotal- Housing</b>	<b>\$274,099.00</b>	<b>\$119,776.64</b>	<b>\$0</b>	<b>\$119,776.64</b>
<b>ECONOMIC DEVELOPMENT</b>				
NWBCDC – Veteran’s Business Development Program	\$75,000.00	\$50,000.00	\$0	\$50,000.00
<b>Subtotal- Economic Development</b>	<b>\$75,000.00</b>	<b>\$50,000.00</b>	<b>\$0</b>	<b>\$50,000.00</b>
<b>OTHER/ADMIN (20% Cap)</b>				
Administration	\$90,000.00	\$90,000.00	\$0	\$90,000.00
<b>Subtotal- Administration</b>	<b>\$90,000.00</b>	<b>\$90,000.00</b>	<b>\$0</b>	<b>\$90,000.00</b>
Contingency (5% Max.)	\$0	\$9,881.60	\$0	\$9,881.60
<b>Subtotal- Contingency</b>	<b>\$0</b>	<b>\$9,881.60</b>	<b>\$0</b>	<b>\$9,881.60</b>
<b>TOTAL</b>	<b>\$664,099.00</b>	<b>\$450,000.00</b>	<b>\$43,658.24</b>	<b>\$493,658.24</b>

Please note that this Table includes the reallocation of FY 2009 Contingency and Minor Home Repair funds in the amount of \$1,626.20, FY 2012 Tillicum Community Center funds in the amount of \$30,493.74, and FY 2013 Tillicum Community Center funds in the amount of \$11,538.30 to supplement FY 2014 City of Lakewood – San Francisco Street Improvements.

<b>TABLE 3 FY 2014 HOME FUNDING - LAKEWOOD'S SHARE</b>	
<b>HOUSING</b>	<b>TOTAL</b>
Administration (10% Tacoma)	\$24,000.00
Affordable Housing	\$216,000.00
<b>TOTAL</b>	<b>\$240,000.00</b>

**Public Participation & Next Steps:** Table 4 outlines CDBG milestones for the FY 2014 Consolidated Annual Action Plan. The table lists actions to-date and upcoming milestones. Please note that these programs submission deadlines are tied together with the City of Tacoma's. If Lakewood delays in taking action, it affects Tacoma's timeline, so it is important that Lakewood stay on track.

<b>TABLE 4 CDBG/HOME MILESTONES &amp; UPCOMING DATES</b>	
<b>DATE</b>	<b>ACTION</b>
September 12, 2013	The CDBG CAB conducts a public hearing; receives public testimony on housing, human services and community development needs.
September 23, 2013	The CDBG CAB makes recommendations on FY 2014 CDBG & HOME policies.
October 7, 2013	The City Council adopts FY 2014 CDBG & HOME policies.
November 1 - December 6, 2013	Open filing period for CDBG applications.
December 9 - 19, 2013	Staff technical review of submitted CDBG applications.
January 8, 15 & 22, 2014	CDBG CAB application review and presentation of applicants; CAB deliberation and funding recommendations for FY 2014.
February 26, 2014	Review Draft FY 2014 Annual Action Plan.
<b>March 10, 2014</b>	<b><i>Council review Draft FY 2014 Annual Action Plan &amp; recommendations of the CDBG CAB.</i></b>
March 17, 2014	Lakewood City Council to set April 21, 2014 Council Public Hearing on FY 2014 Annual Action Plan.
April 1 - April 30, 2014	Formal citizen review & comment period of Annual Action Plan.
April 21, 2014	Lakewood City Council conducts public hearing on the Draft Annual Action Plan.
April 15, 2014	Tacoma City Council conducts public hearing on the Draft Annual Action Plan.
May 5, 2014	Lakewood City Council adopts FY 2014 Annual Action Plan.
May 6, 2014	Tacoma City Council adopts FY 2014 Annual Action Plan.
May 12, 2014	Lakewood/Tacoma submit Annual Action Plans to HUD.
July 1, 2014	Begin new program year.



TO: Mayor and City Councilmembers

FROM: Jeff Gumm, Program Manager

THROUGH: John J. Caulfield, City Manager *John J. Caulfield*

DATE: March 10, 2014 (Council Study Session)

SUBJECT: Extension of the Tacoma-Lakewood HOME Consortium Agreement for FY 2015 - 2017

Every three years, participating jurisdictions belonging to a HOME Consortium must re-certify and seek HUD approval for continuation of the Consortium in order to be eligible to receive HOME funds. Notification of intent to continue the Consortium must be provided to HUD by June 30<sup>th</sup> of the year prior to the expiration of the current three-year agreement.

Tacoma and Lakewood formed a HOME Consortium beginning July 1, 2000, when Lakewood first became a Community Development Block Grant (CDBG) entitlement city. This extension would constitute the fifth such extension for continuing the Tacoma/Lakewood HOME Consortium. Staff is recommending Council approval to extend the HOME Consortium cooperative agreement with the City of Tacoma for an additional three fiscal years (July 1, 2015 – June 30, 2018). Tacoma would continue to serve as the lead entity in assuming overall responsibility for carrying out the HOME Program in compliance with HUD regulations.

To extend the cooperative agreement, HUD requires each participating jurisdiction to 1) adopt a resolution; 2) file a certification from the State indicating that the Tacoma/Lakewood HOME Consortium will direct its activities to the alleviation of housing problems; and 3) execute a cooperative agreement to undertake or assist in undertaking housing assistance activities and fair housing activities (attached). These documents must be filed with the HUD Regional Office by June 30, 2014.

Adoption of a Tacoma resolution and amendment to the cooperative agreement is set to be reviewed and approved by Tacoma City Council in April.

The cooperative agreement provides that:

- Tacoma will serve as grant recipient of HOME funds and serve as the lead entity in administering the funds awarded to the Consortium.
- Tacoma's cost to administer Lakewood's portion of the HOME program shall be 10% of Lakewood's share (approximately \$25,000, plus or minus).

- Tacoma will coordinate the development of the Joint Consolidated Plan and other related planning documents required of HUD.
- The amount of HOME funds attributable to each jurisdiction shall be divided and allocated in accordance with information provided by HUD's Home Consortia Participating Members Percentage Report. If HUD allocation information is not provided, Tacoma's allocation will be based on the previous year's allocation, increased or decreased by the percentage of increase or decrease in the HOME program nationally. The resulting balance of the funds will be Lakewood's allocation.
- Lakewood will determine the type of housing assistance programs to offer its citizens.
- Lakewood acknowledges that 15 percent of the total HOME Consortium funds must be allocated to Community Housing Development Organizations (CHDOs). Lakewood agrees to the CHDOs designated by Tacoma. Currently these organizations include Habitat for Humanity, the Homeownership Center of Tacoma, the Metropolitan Development Council, Martin Luther King Housing Development Association, and Intercommunity Mercy Housing. Should Lakewood wish to designate other organizations as CHDOs, Lakewood must provide documentation that the organization(s) meets HUD requirement as a CHDO. Tacoma has allocated the 15 percent of the total grant out of Tacoma's share.

**AMENDMENT NO. 5  
EXTENSION OF THE COOPERATIVE AGREEMENT TO FORM THE  
TACOMA-LAKEWOOD CONSORTIUM UNDER THE  
NATIONAL AFFORDABLE HOUSING ACT**

**Program Years 2015-2017**

This agreement is entered into between the cities of Tacoma and Lakewood, municipal corporations of the state of Washington, for the purpose of continuing its formation as a consortium under the HOME Investments Partnership (“HOME”) Program. This agreement will become effective upon adoption by the parties and approval by the U.S. Department of Housing and Urban Development (“HUD”).

WHEREAS the Congress of the United State of America has enacted the National Affordable Housing Act (“NAHA”), which authorizes units of general local government to form a consortium to obtain funding as a participating jurisdiction under the HOME Program, and

WHEREAS the City of Tacoma (“City”) is a HOME grant recipient and the City of Lakewood (“Lakewood”) is not eligible as an individual entity to receive a formal allocation in the HOME Program, and

WHEREAS NAHA requires that a consortium select a member to act in a representative capacity for all members and to assume overall responsibility for the program; and

WHEREAS the City and Lakewood have determined that obtaining funding under the HOME Program will increase their abilities to provide affordable housing for their low and moderate income residents;

NOW THEREFORE, the parties hereto agree as follows:

**SECTION 1: DEFINITIONS**

- a. “Members” mean the cities of Tacoma and Lakewood, municipal corporations of the state of Washington, units of government, which are signatories to this agreement.
- b. “Lead Member” means the unit of local government designated to act in a representative capacity for all members for the purposes of the agreement. The Lead Member will assume overall responsibility for ensuring the consortium’s HOME Program is carried out in compliance with the requirements of the program, including requirements concerning the Consolidated Plan (“Plan”).

## **SECTION 2: GENERAL PROVISIONS**

- a. The Members agree that, as geographically contiguous units of general local government, they are eligible to form a consortium for the purposes of HOME funding.
- b. The Members agree to cooperate to undertake or to assist in undertaking housing assistance activities for the HOME Program.
- c. The Members agree to affirmatively further fair housing.
- d. The Members agree to undertake the development of the Plan for each of the federal fiscal years covered by this cooperative agreement. The Plan will be developed jointly with overall unity; however, each Member will separately prioritize and develop housing policies for areas with differing housing needs within their respective jurisdictions.

## **SECTION 3: COMPLIANCE WITH FEDERAL REGULATIONS**

All Members of the Consortium agree to comply with the applicable portions of CFR Title 24, Part 91 and Part 92, the Housing and Community Development Act of 1974 as amended, CFR Title 24, Chapter V, Part 570, CFR Title 24, Part 58, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 109 of the Housing and Community Development Act of 1974, Section 3 of the Housing and Urban Development Act of 1968, Executive Orders 11246, 11063, and 11593, the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, OMB Circular A-122 and attachments, the Archeological and Historical Preservation Act of 1974, the Architectural Barriers Act of 1968, the Hatch Act, the Flood Disaster Protection Act of 1974, the Clean Air Act, and the Drug-Free Workplace Act of 1988.

## **SECTION 4: PROGRAM ADMINISTRATION**

- a. The City of Tacoma is hereby designated as the Lead Member for the consortium.
- b. The Lead Member shall assume overall responsibility for ensuring that the HOME Program is carried out in compliance with CFR Title 24, Part 92, and shall serve as the Lead Entity.
- c. The Members shall be specifically responsible for program administration, as defined in Exhibit A.
- d. The Lead Member shall:
  - I. Establish a local HOME Investment Trust Fund Account;
  - II. Receipt, disburse, and account for all HOME Program and matching funds; and
  - III. Collect all required reports and data from the members and submit them to HUD.

- e. Each Member shall be specifically responsible to supply to the Lead Member, within 30 days after or as otherwise agreed upon, copies of all documents which the Lead Member is required to submit to HUD, and records relating to project activities.
- f. Each Member will be responsible for determining the housing needs of their own jurisdiction.
- g. Each Member will be independently responsible for any administrative costs each incurs which are associated with the development and implementation of the joint Consolidated Plan and the HOME Program within the HUD allowable administrative cap.
- h. Each Member will be independently responsible for generating the matching funds required by the HOME Program Regulations, based on HOME Program activities implemented by each Member within their individual jurisdictions. All matching funds shall be deposited in the Local HOME account and shall be credited to the specific activity for which the funds were intended. Credit for excess matching funds may be used to meet the match requirements for a succeeding year, at the discretion of the Member with excess match funds.
- i. Each Member agrees to make available to the Members upon request, all records concerning the activities carried out under this agreement for inspection by the Members or Federal Officials.

## **SECTION 5: DISTRIBUTION OF FUNDS**

No later than 30 calendar days from notification by HUD that HOME funds have been awarded to the consortium, the Lead Member shall issue a Notification of Fund Availability (“NOFA”), indicating the amount of funds available to each Member and shall grant each jurisdiction 30 calendar days to submit an application. An activity shall be considered eligible if it conforms to the requirements of CFR Title 24, Part 92. HOME funds will be allocated according to information provided by HUD on the amount of funds attributable to each jurisdiction to be divided for the benefit of residents from each jurisdiction. If no information is provided, the City’s amount of funds to be used for the benefit of its residents will be based on a calculation of its previous yearly funded amount increased or decreased by the percentage of increase or decrease in the HOME Program, nationally. The balance of funds will be used to benefit the residents of Lakewood.

## **SECTION 6: TERM OF THE COOPERATIVE AGREEMENT**

- a. The Members agree that the term of this Cooperative Agreement is the length of time necessary to carry out all activities that will be funded from funds awarded for three fiscal years: 2015, 2016, and 2017. Program year start date is July 1.

This agreement will be in effect until all funds allocated to the benefit of Lakewood residents, including any program income, have been expended. The agreement will remain in effect throughout this time period and neither party will withdraw from the consortium unless HUD allows withdrawal. During this time frame, the City will designate Lakewood as a HOME Program sub-recipient and transfer assets identified to benefit Lakewood residents. Upon execution of a sub-recipient agreement, Lakewood will assume legal responsibility for its HOME Program, and the City will pass through funds designated for Lakewood residents to Lakewood. In addition, the City may, with the concurrence of Lakewood, enter into an agreement with another organization to administer HOME funds and assets attributable to Lakewood.

- b. The Members also agree that they will remain Members of the Tacoma-Lakewood consortium for this period.
- c. The Lead Entity may amend the consortium agreement on behalf of the entire consortium to add new members to the consortium upon written approval from the Members of the consortium.

#### **SECTION 7: ADMINISTRATIVE FEES**

Ten (10) percent of the grant or the maximum allowed by the program regulations shall be retained by the Lead Member for the administration of the HOME Program. Only costs associated with the management and administration of the HOME Program may be charged against HOME administrative allocations. See Exhibit "A," Section B.4, Responsibilities of the City of Lakewood.

#### **SECTION 8: AUTOMATIC RENEWAL**

This agreement shall automatically be renewed for the Consortium's participation in successive qualification periods of three federal fiscal years each. No later than the date specified by HUD's consortia designation notice or HOME Consortia web page, the Lead Entity shall notify each Consortium Member in writing of its right to decide not to participate in the Consortium for the next qualification period and the Lead Entity shall send a copy of each notification to the HUD Field Office.

If a Consortium Member decides not to participate in the Consortium for the next qualification period, the Consortium Member shall notify the Lead Entity, and the Lead Entity shall notify the HUD Field Office, before the beginning of the new qualification period.

Before the beginning of each new qualification period, the Lead Entity shall submit to the HUD Field Office a statement of whether or not any amendments have been made to this agreement, a copy of each amendment to this agreement, and, if the Consortium's membership has changed, the state certification required under 24 C.F.R. § 92.101(a)(2)(i). The Consortium shall adopt any amendments to this agreement that are necessary to meet HUD requirements for consortium agreements in successive qualification periods.

The automatic renewal of the agreement will be void if: the Lead Entity fails to notify a Consortium member or the HUD field office as required under this automatic renewal provision or the Lead Entity fails to submit a copy of each amendment to this agreement as required under this automatic renewal provision.

**CITY OF LAKEWOOD**

\_\_\_\_\_  
John J. Caulfield, City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Alice M. Bush, MMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Heidi Ann Wachter, City Attorney

**CITY OF TACOMA**

\_\_\_\_\_  
T.C. Broadnax, City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Ricardo Noguera, Director  
Community & Economic Development

\_\_\_\_\_  
Robert Biles, Finance Director

\_\_\_\_\_  
Debbie Dahlstrom, Risk Manager

ATTEST:

\_\_\_\_\_  
Doris Sorum, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Debra Casparian, City Attorney

## **EXHIBIT A**

### **A. Responsibilities of the City of Tacoma**

1. As the lead entity in the Consortium, the City of Tacoma will administer development of a joint Consolidated Plan and administer funds awarded to the Consortium under the HOME Investment Partnership Program.
2. Tacoma will incorporate into the joint 5-Year Consolidated Plan and Annual Action Plans the portion of the plan provided by the City of Lakewood necessary to qualify for HOME funding and also incorporate a summary of Lakewood's Analysis of Impediments to Fair Housing provided by Lakewood to be included in the 5-Year Consolidated Plan.
3. Tacoma will assist Lakewood in determining the eligibility of specific projects for HOME funding.
4. Tacoma will prepare environmental assessments, publish public notices of funding allocations and amendments, prepare requests for release of funds, and other documents necessary to receive an annual allocation of HOME funding.
5. Tacoma will handle the set up of HOME projects in HUD's IDIS system.
6. Tacoma will prepare and submit required HOME progress reports to HUD.
7. Tacoma will coordinate and cooperate with the State Auditor and HUD officials on any required audits or monitoring visits.

### **B. Responsibilities of the City of Lakewood**

1. Lakewood will develop, in consultation with Tacoma, a portion of the joint 5-Year and Consolidated Plan and Annual Action Plans necessary to receive HOME funding and a summary of Lakewood's Analysis of Impediments to Fair Housing, and provide these planning documents to the City of Tacoma to incorporate into the joint planning documents.
2. Lakewood will notify Tacoma after it approves planning documents, so the documents can be sent to the appropriate HUD office for review.
3. Lakewood will provide any documents necessary to audit or monitor programs and will take responsibility for resolving and audit or monitoring findings.
4. To assist with the approval of Lakewood projects, Lakewood may prepare environmental reviews and assessments, publish public notices, prepare requests for release of funds, and other documents necessary for project specific reviews. All reviews will be subject to review and approval by the

City of Tacoma prior to submittal. All environmental review documentation must be approved by the City of Tacoma, the “Responsible Entity” under the HOME consortium prior to commitment of any funds, federal or otherwise.

5. Lakewood will determine the type of housing assistance programs it wants to offer residents of its jurisdiction and notify Tacoma of its determinations. Using the administrative allowance from the HOME Program, Tacoma will provide necessary staffing to operate housing programs that are similar to programs currently being offered by Tacoma or other programs which the parties may mutually agree to provide. Costs for providing services and the administration of these services will be taken from the portion of funds designated for Lakewood residents.
6. Tacoma and Lakewood acknowledge that a certain percentage of the HOME funds must be allocated to designated Community Housing Development Organizations (CHDO). Lakewood hereby agrees that CHDOs designated by the City of Tacoma will be used to meet this requirement. Tacoma will retain its right to designate CHDOs that operate in the City of Tacoma without approval from Lakewood. If Lakewood wants to designate organizations as CHDOs, it will compile the necessary documentation that the organization meets the HUD requirements and will submit this information for Tacoma to review. If Lakewood recommends approval and the organization meets HUD requirements, Tacoma will officially designate the organization as a CHDO for Lakewood. Such organizations would not automatically qualify as CHDOs in the City of Tacoma.



City of Tacoma  
City Manager

February 4, 2014

Mr. Jack Peters, Washington State Director  
Office of Community, Planning and Development  
U.S. Department of Housing and Urban Development  
909 First Avenue, Suite 300  
Seattle WA 98104-1000

RE: Tacoma Consortium Renewal

Dear Mr. Peters:

Pursuant to the HOME Investment Partnership Act regulations, notice is hereby given of the City of Tacoma's interest to extend its agreement with the City of Lakewood to continue its participation as a member of the Tacoma-Lakewood Consortium under the HOME Investment Partnership Program for FY 2015-2017.

If you have any questions or concerns, please feel free to contact to Carey Jenkins, Housing Division Manager, at (253) 591-5238 or via e-mail at [cjenkins@cityoftacoma.org](mailto:cjenkins@cityoftacoma.org).

Sincerely,

  
T.C. Broadnax  
City Manager

cc: David Buhger, Assistant City Manager, City of Lakewood  
Julie Bruce, HUD Field Office Representative  
Carey K. Jenkins, Housing Manager, City of Tacoma  
Jeff Gumm, Program/Grants Coordinator, City of Lakewood



City of Tacoma  
City Manager

February 4, 2014

Ms. Michelle Campbell, HOME Program Coordinator  
Department of Commerce  
PO Box 42525  
Olympia WA 98504-2525

Dear Michelle:

In accordance with the National Affordable Housing Act, the City of Tacoma intends to continue a HOME Investment Partnership Act Consortium with the City of Lakewood.

One of the U.S. Department of Housing & Urban Development's (HUD) requirements for forming a HOME Consortium is a written certification, signed by the authorized official of the State, stating that the Consortium will direct its activities to alleviating housing problems within the state.

During April of 2014, the City Councils of Tacoma and Lakewood will be considering the approval of an inter-local agreement extending the formation of our HOME Consortium for Federal Fiscal Year 2015-2017.

In accordance with HUD guidelines, the State's written confirmation must be filed with HUD Field Office, Attention: Mr. John W. Peters, Director, Officer of Community Planning and Development, 909 First Avenue, Suite 300, Seattle, WA 98104, no later than June 30, 2014. Tacoma and Lakewood would appreciate receiving a copy of your written certification in sufficient time for us to meet HUD's deadline.

If you should have any questions or need additional information, please contact Carey Jenkins, Tacoma's Housing Manager, at (253) 591-5238, or Jeff Gumm, Lakewood's Program/Grants Coordinator, at (253) 983-7773.

Sincerely,



T.C. Broadnax  
City Manager

Cc: Dave Buhger, Assistant City Manager, City of Lakewood  
Carey Jenkins, Housing Manager, City of Tacoma  
Jeff Gumm, Program/Grants Coordinator, City of Lakewood

747 Market Street, Room 1200 - Tacoma, Washington 98402-3766 - (253) 591-5130 - Fax (253) 591-5123



To: Mayor and City Councilmembers

From: David Bugher, Assistant City Manager for Development  
Dan Penrose, Program Manager-South Sound Military & Communities Partnership

Through: John J. Caulfield, City Manager

Date: March 10, 2014

Subject: Update and 2014 Outlook for the South Sound Military & Communities Partnership

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The 2011 JBLM Growth Coordination Plan outlined two foundational elements, based on collaboration and collecting strong data, which advance the next four targeted recommendations. The recommendations are:

1. Formalize New Methods of Regional Collaboration
2. Improve Access to Information
3. Improve Access to Existing Services
4. Promote JBLM as a Center of Regional Economic Significance
5. Improve Support for Military Families
6. Improve Regional Mobility

### **Our Record**

With your support the SSMCP has made significant progress on these initiatives. Over the last three years we have built bridges with those in our region who can help advance our common goals and strengthened the relationship between the military and civilian communities. We have exchanged the information and data needed to support future planning – even developing our own primary research when gaps in the available data were present. And we have taken real steps toward optimizing economic opportunities, addressing challenges brought by growth, and closing gaps in urgent services. Strategies that have been accomplished through our efforts or those of our partners include:

- √ 1.01 Establish a Regional Partnership to Coordinate Community & Military Planning Services
- √ 1.04 Hold Regular Forum to Identify Local Contracting Opportunities

- √ 1.07 Promote the Creation of a Washington State Military Affairs Commission
- √ 2.01 Monitor JBLM Population and Housing Changes
- √ 2.05 Conduct a Military Use, Preferences, and Needs Survey
- √ 3.01 Establish a Regional Social Services Coordination, Collaboration, and Outreach Office
- √ 3.07 Leverage Military Experience as Higher Education Credit
- √ 4.01 Conduct a Joint Land Use Study
- √ 4.03 Upgrade JBLM Wastewater Treatment Facility
- √ 4.05 Train Local Firms on Federal Procurement Procedures
- √ 4.06 Recruit Local Subcontractors on JBLM Construction Projects
- √ 4.07 Support Workforce Development of Retired Military and Spouses and Analyze Emerging Industries
- √ 5.04 Consolidate and Replace Elementary Schools on JBLM and Relocate Middle School

We continue to make good progress on the regional mobility recommendation and transportation strategies, and a couple of other strategies, but the following initiatives are not yet fully completed:

- 4.02 Provide More Housing Choices for Military Families in Transit-Oriented Neighborhoods
- 6.01 Improve Regional Mobility through Interstate 5 Improvements
- 6.02 Improve Regional Mobility through HOV and Transit Improvements
- 6.03 Reduce Traffic Congestion through Transportation Demand Management Policies and Strategies
- 6.04 Reduce Military-Related Impacts on I-5 Flow through JBLM Gate and On-Post Improvements
- 6.05 Increase Access to and on JBLM; Complete the Cross-Base Highway

### **Transitioned to Locally Funded SSMCP**

In December community leaders gathered at JBLM to sign a new Memorandum of Agreement (MOA) for the SSMCP. Crafted largely on the original SSMCP MOA signed in 2011, the new document reflected needed changes to both the Partnership's funding levels and organizational structure. All partner members committed to increasing their level of support to sustain continued SSMCP operations in 2014, when federal grant funds focused on the 2010 Joint Base Lewis-McChord Growth Coordination Plan will be exhausted.

Three partner members—Pierce County, the City of Lakewood, and the City of Lacey—provide the bulk of financial support in 2014, and will thus form a new top management level for the SSMCP called the Executive Leadership Team (ELT). The JBLM Joint Base Headquarters will continue to serve at the Steering Committee level, but will also assist the ELT in an advisory, non-voting member role. The Steering Committee continues to grow with the addition of three new partners, The Nisqually Tribe, the Town of Steilacoom and the City of Yelm. The SSMCP will begin actively recruiting for general members early in 2014.

## **Our Ongoing Work**

As part of our commitment to meet the needs of our members, SSMCP continues to focus on our core mission of advancing regional understanding of the military and its role. These tasks include:

- Regular tours of JBLM led by base commander
- Municipal information summarized from annual preferences survey
- Letters of support for grant applications of regional merit
- Comment letters on Department of Defense proposals that will impact our region
- Hosts community forums focused on the military
- Keeps the community apprised on the status of BRAC rounds or federal defense spending bills
- Highlighting specific regional military issues with our media
- Raising the value of issues or initiatives
- Create access to local military resources
- Staff the Healthcare, Transportation, Education and Economic Development Working Groups
- Regularly engage with community partners (Camo 2 Commerce Leadership meetings, Washington Defense Partnership meetings, Washington Military Alliance, PSRC, Tacoma Pierce County Chamber's Military Affairs Forum)

## **2014 Schedule of Events**

- Executive Leadership Team Meetings are held on the Second Wednesday at 8 AM
- Steering Committee Meetings are held on the Fourth Fridays at 9 AM
- Elected Officials Council:
  - April 17, DuPont City Hall (9:30-11:00 AM)
    - Agenda includes 2013 survey results; JLUS presentation; Congressional Update
  - 1<sup>st</sup> week of December (after elections), JBLM American Lake Conference Center
    - Main purpose is to orient newly elected officials to the base and leadership
- General Members Forum held early June, American Lake Conference Center
  - Remarks from Commanding General, rollout Active Duty community profiles
- Joint Land Use Study kickoff meeting, April 15
- Association of Defense Communities National Summit, June 4-6

**Mission**

To foster effective **communication, understanding, and mutual support**  
by serving as the **primary point of coordination**  
for resolution of those issues  
which transcend the specific interests  
of the military and civilian communities  
of the Joint Base Lewis-McChord region.



# SOUTH SOUND MILITARY & COMMUNITIES PARTNERSHIP

## ELECTED OFFICIALS COUNCIL

### EXECUTIVE LEADERSHIP TEAM

City of Lakewood, Pierce County, City of Lacey  
JBLM (advisory only)

### STEERING COMMITTEE

City of DuPont  
City of Lacey (ELT)  
City of Lakewood (ELT)  
City of Tacoma  
City of Yelm  
JBLM  
Nisqually Indian Tribe  
Pierce County (ELT)  
Tacoma-Pierce County Chamber (Working Group Chair)  
Thurston County  
Thurston Regional Planning Council  
Town of Steilacoom  
United Way of Pierce County (Working Group Chair)  
Washington Military Department  
WSDOT (Working Group Chair)

### GENERAL MEMBERSHIP

#### WORKING GROUPS

Transportation and Infrastructure  
Economics and Workforce Development  
Education (K-12 and Higher)  
Healthcare, Wellness, Social Services  
Public Safety

#### SSMCP STAFF

Program Manager  
Program Coordinator



## Major Tasks for 2014

- Fine tune new structure and membership
- Kick off Joint Land Use Study (JLUS)
- Report on 2013 Survey results
- Review 2010 JBLM Growth Coordination Plan
  - Bring up to date (“refresh”)
  - Develop priorities for 2014 – 2015
- Reinvigorate Working Groups



# SOUTH SOUND MILITARY & COMMUNITIES PARTNERSHIP



***Working to establish TRUST so we're  
ready to implement!***



To: Mayor and City Councilmembers

From: David Bugher, Assistant City Manager for Development  
Dan Penrose, Program Manager-South Sound Military & Communities Partnership

Through: John J. Caulfield, City Manager

Date: March 10, 2014

Subject: Requesting approval to execute \$360,000 contract with AECOM, on behalf of the South Sound Military & Communities Partnership for a JBLM Joint Land Use Study

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Since April 2009, the City has taken the lead in bringing Joint Base Lewis-McChord (JBLM) representatives and regional service providers together to support an integrated approach to study the impacts and opportunities of military-related growth. With funding from the Department of Defense's Office of Economic Adjustment (OEA) in 2010, the stakeholders developed the JBLM Growth Coordination Plan and have completed several successive efforts in implementing the plan. As part of those efforts, the South Sound Military & Communities Partnership was formalized to improve and continue regional communication and coordination between the military and the community.

Strategy 4.01 of that plan called for the region to conduct a Joint Land Use Study, cooperative planning process funded by the OEA, which identifies potentially incompatible land uses around military installations, quantifies the impacts of base operations on surrounding land uses, and recommends strategies to mitigate incompatibility and encroachments. The McChord Air Force Base and Fort Lewis JLUS conducted in 1992 is notably dated; a new JLUS is needed to provide up-to date data regarding impacts, to recommend new land use strategies region-wide that appropriately reflect current conditions, and to improve regional policy consistency.

On September 13, 2013, OEA approved a federal grant award to fund a Joint Land Use Study (JLUS) for Joint Base Lewis McChord and the surrounding communities. The JLUS will identify and analyze areas of existing, likely, and reasonably foreseeable incompatible

development and/or encroachment on the military mission at JBLM. The study will reinforce the importance of a central point of coordination for stakeholders who are impacted by the current and projected size/shape/mission of the installation and will provide regional stakeholders with specific recommendations, including both regulatory and non-regulatory actions to protect the military mission at JBLM and high quality of life experienced in the surrounding communities.

The total budget for this contract is \$360,000. The grant requires a minimum of 10% non-federal funding match, which has been obtained from Steering Committee members of SSMCP. There are currently 16 members of the Steering Committee and pursuant to the Memorandum of Agreement, each has pledged cash toward this grant request. Costs for this professional services agreement will be paid from the OEA grant award. The grant reimburses the SSMCP \$66,003 for staff time to administer the project. The City of Lakewood will act as the fiscal agent in support of the JLUS activities of the Steering Committee.

The City conducted a competitive RFP process as required by federal procurement regulations. The City received three responses for this project, and conducted interviews with the top two firms as scored by a multi-agency selection panel. AECOM was chosen as the firm whose professional qualifications and experience were most well-suited to complete the project.

The scope of work (Exhibit A) and contractual services budget (Exhibit B) of \$360,000 accommodates the completion of five main phases of the JLUS:

Task 1 – Project Initiation and Administration (March – April 2014)

Subtask 1.1 Project Definition

Subtask 1.2 Stakeholder and Public Engagement

Task 2 – Review and Research (March –November 2014)

Subtask 2.1 Assessment of Existing Conditions

Subtask 2.2 Regional and Comprehensive Plan Review

Subtask 2.3 GIS Basemap

Task 3 – Compatibility and Development Potential Analysis (November 2014 – March 2015)

Task 4 – Prepare JLUS Report (February –September 2015)

Subtask 4.1 Study Refinement

Subtask 4.2 Study Production

Task 5 – Implementation Plan (September 2015)

The initial JLUS kickoff meeting is expected on April 15, 2014 and the grant concludes no later than December 31, 2015. This schedule accommodates the various community meetings, data requests and report generation that the stakeholders have come to expect from a regional planning process (see attached exhibits).

# CITY OF LAKEWOOD AGREEMENT FOR CONSULTING SERVICES

**THIS AGREEMENT** made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Lakewood, incorporating as a municipal corporation of the State of Washington, hereinafter referred to as "City" and AECOM Technical Services, Inc., hereinafter referred to as "the Consultant."

## **WITNESSETH:**

**WHEREAS**, the City is in need of services of individuals, employees or firms to assist the South Sound Military and Communities Partnership (hereinafter referred to as "The Partnership") and other regional stakeholders with furthering the goals of the 2010 Joint Base Lewis-McChord Growth Coordination Plan; and

**WHEREAS**, the City has entered into a binding agreement with the Office of Economic Adjustment (Federal Award Identifier Number HQ00051310125) as the fiduciary agent of The Partnership to conduct a Joint Land Use Study for Joint Base Lewis-McChord and the surrounding and other affected communities; and,

**WHEREAS**, the City desires to retain the Consultant to provide certain services in connection with the Partnership's work on the Joint Base Lewis-McChord Joint Land Use Study; and,

**WHEREAS**, the Consultant is qualified in the area of planning services and stakeholder coordination and is able to provide consulting services in connection with the City's needs for the above described work, and is willing to provide such services upon the terms and conditions herein contained.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Scope of Services.  
The Consultant, consistent with the Acceptable Standards in Article 6 herein, agrees to perform in a good and professional manner the tasks described on Exhibit "A" attached hereto and incorporated herein by this reference. (The tasks described on Exhibit "A" shall be individually referred to as a "task", and collectively referred to as the "services".) The Consultant shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with the City.
2. Additional Services.  
From time to time hereafter, the parties hereto may agree to the performance by the Consultant of additional services with respect to related work or projects. Any such agreement(s) shall be set forth in writing and shall be executed by the respective parties prior to the Consultant's performance of the services thereunder, except as may be provided to the

contrary in Section 3 of this Agreement. Upon proper completion and execution of an addendum (agreement for additional services), such addendum shall be incorporated into this Agreement and shall have the same force and effect as if the terms of such addendum were a part of this Agreement as originally executed. The performance of services pursuant to an addendum shall be subject to the terms and conditions of this Agreement except where the addendum provides to the contrary, in which case the terms and conditions of any such addendum shall control. In all other respects, any addendum shall supplement and be construed in accordance with the terms and conditions of this Agreement.

3. Performance of Additional Services Prior to Execution of an Addendum.

The parties hereby agree that situations may arise in which services other than those described on Exhibit "A" are desired by the City and the time period for the completion of such services makes the execution of addendum impractical prior to the commencement of the Consultant's performance of the requested services. The Consultant hereby agrees that it shall perform such services upon the oral request, which shall be confirmed by City in writing within one (1) business day after such request, of an authorized representative of the City pending execution of an addendum, at a rate of compensation to be agreed to in connection therewith. The invoice procedure for any such additional services shall be as described in Section 7 of this Agreement. Notwithstanding the foregoing, Consultant shall not be obligated to perform these Additional Services if Consultant in its reasonable discretion believes that is not qualified to perform such or if Consultant does not have the resources available to perform these services.

4. Consultant's Representations.

The Consultant hereby represents and warrants that he has all necessary licenses and certifications to perform the services provided for herein, and is qualified to perform such services.

5. City's Responsibilities.

The City shall do the following in a timely manner so as not to delay the services of the Consultant:

- a. Designate in writing a person to act as the City's representative with respect to the services. The City's designee shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services.
- b. Furnish the Consultant with all information, criteria, objectives, schedules and standards for the project and the services provided for herein, all of which the Consultant, subject to the Acceptable Standards in Article 6 herein, shall be entitled to rely upon.
- c. Arrange for access to the property or facilities as required for the Consultant to perform the services provided for herein.
- d. Examine and evaluate all studies, reports, memoranda, plans, sketches, and other

documents prepared by the Consultant and render decisions regarding such documents in a timely manner to prevent delay of the services.

6. Acceptable Standards.

The Consultant shall be responsible to provide, in connection with the services contemplated in this Agreement, work product and services of a quality and professional standard acceptable to the City which is consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing with similar circumstances.

7. Compensation.

As compensation for the Consultant's performance of the services provided for herein, the City shall pay the Consultant the fees and costs specified on Exhibit "B" attached hereto and made a part hereof (or as specified in an addendum). The Consultant shall submit to the City an invoice or statement of time spent on tasks included in the scope of work provided herein, and the City shall process the invoice or statement in the next billing/claim cycle following receipt of the invoice or statement, and shall remit payment to the Consultant thereafter in the normal course, subject to any conditions or provisions in this Agreement or addendum.

8. Time for Performance.

The Consultant shall perform the services provided for herein in accordance with the direction and scheduling provided on Exhibit "A" attached hereto and incorporated herein by this reference, unless otherwise agreed to in writing by the parties. The Term of this Agreement shall commence on the date hereof, and shall be terminated upon completion of the performance of the scope of work provided herein, or on December 31, 2015, whichever is earlier, unless otherwise agreed to in writing by the parties. The Consultant shall not be responsible for any unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the Consultant.

9. Ownership and Use of Documents.

The City acknowledges Consultant's documents as instruments of professional service. Nevertheless, All documents, reports, memoranda, diagrams, sketches, plans, surveys, design calculations, working drawings and any other materials created or otherwise prepared by the Consultant as part of his performance of this Agreement (the "Work Products") shall be owned by and become the property of the City, and may be used by the City for any purpose beneficial to the City. However, any reuse of these materials by the City for projects or purposes other than those that fall within the scope of this Agreement and the Project to which it relates, without written concurrence by Consultant, will be at the sole risk of the City.

10. Records Inspection and Audit.

All compensation payments shall be subject to the adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of accounts pertaining to any work performed on a reimbursable basis under this Agreement shall be subject to inspection and audit by the City for a period of up to three (3) years from the final

payment for work performed under this Agreement.

11. Continuation of Performance.

In the event that any dispute or conflict arises between the parties while this Contract is in effect, the Consultant agrees that, notwithstanding such dispute or conflict, the Consultant shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities and City shall continue to make payments when due of undisputed amounts.

12. Administration of Agreement.

This Agreement shall be administered by Geoff Appel, on behalf of the Consultant, and by the City Manager of the City, or designee, on behalf of the City. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

City of Lakewood  
Lakewood City Hall  
6000 Main Street SW  
Lakewood, WA 98499-5027  
Attn: Dan Penrose

Consultant  
AECOM Technical Services, Inc.  
710 2<sup>nd</sup> Avenue, Suite 1000  
Seattle, WA 98104  
Attn: Geoff Appel

13. Notices.

All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, for mailing by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address set forth next to such party's signature at the end of this Agreement, or if to a person not a party to this Agreement, to the address designated by a party to this Agreement in the foregoing manner. Any party may change his or its address by giving notice in writing, stating his or its new address, to any other party, all pursuant to the procedure set forth in this section of the Agreement.

14. Insurance.

The Consultant shall be responsible for maintaining, during the term of this Agreement and at its sole cost and expense, the types of insurance coverages and in the amounts described below. The Consultant shall furnish evidence, satisfactory to the City, of all such policies. During the term hereof, the Consultant shall take out and maintain in full force and effect the following insurance policies:

- a. Comprehensive public liability insurance, including automobile and property damage, insuring the City and the Consultant against loss or liability for damages for personal injury, death or property damage arising out of or in connection with the performance by the Consultant of its obligations hereunder, with minimum liability limits of \$1,000,000.00 combined single limit for personal injury, death or property damage in any one occurrence.
- b. Such workmen's compensation and other similar insurance as may be required by

law.

- c. Professional liability insurance with minimum liability limits of \$1,000,000.00.

15. Indemnification.

The Consultant shall indemnify and hold harmless the City and its officers, designated agents and employees, or any of them from claims, actions, suits, liability, loss, costs, expenses, and damages, to the extent arising out of the negligent act or omission of the Consultant, its officers, agents, employees, or any of them relating to or arising out of the performance of this Agreement. If a final judgment is rendered against the City, its officers, agents, employees and/or any of them, or jointly against the City and the Consultant and their respective officers, agents and employees, or any of them, the Consultant shall satisfy the same to the extent that such judgment was due to the Consultant's negligent acts or omissions.

16. Contractor's Employees – Employment Eligibility Requirements

The Contractor and any subcontractors shall comply with E-Verify as set forth in Lakewood Municipal Code Chapter 1.42. E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Contractor shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Contractor shall continue participation in E-Verify throughout the course of the Contractor's contractual relationship with the City. If the Contractor uses or employs any subcontractor in the performance of work under this contract, or any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Contractor. The Contractor shall show proof of compliance with this section, and/or proof of subcontractor compliance with this section, within three (3) working days of the date of the City's request for such proof.

17. Assignment.

Neither party to this Agreement shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party hereto. No assignment or transfer of any interest under this Agreement shall be deemed to release the assignor from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

18. Amendment, Modification or Waiver.

No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or such party's or parties' duly authorized representative(s) and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or

rights of the parties hereto under and pursuant to this Agreement.

19. Data Sharing Agreement.

Consultant shall supply, at a minimum, the following deliverables in a digital format to the City of Lakewood GIS Division:

- All GIS data generated and/or collected during the duration of this project in a shapefile format and accompanying metadata following accepted GIS standards.
- Any geo-referenced imagery used during the project such as LIDAR, pictures, orthophotography, etc.
- All ancillary data files such as MS Excel tables or databases associated with the analysis and data processing which occurred during the duration of the project.
- All map finalized map document files (e.g., .mxd files) which were used to make determinations regarding specific decisions around the SMP and which will be used in the final documents, including the name of the software that the files were generated in.
- Methodologies and any summaries of processes used during the duration of the project.
- Original GPS data files and associated data dictionaries as applicable.
- Attribute descriptions for any specific data key codes/values in shapefile attribute fields.

20. Termination and Suspension.

Either party may terminate this Agreement upon written notice to the other party if the other party fails substantially to perform in accordance with the terms of this Agreement through no fault of the party terminating the Agreement.

The City may terminate this Agreement upon not less than seven (7) days written notice to the Consultant if, in the discretion of the City Manager, the services provided for herein are no longer needed from the Consultant.

If this Agreement is terminated, the Consultant shall be compensated for services satisfactorily performed (see paragraph 6) prior to termination in accordance with the rate of compensation provided in Exhibit "B" hereof.

21. Parties in Interest.

This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the parties hereto and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the parties hereto and it does not create a contractual relationship with or exist for the benefit of any third party, including contractors, sub-contractors and their sureties.

22. Costs to Prevailing Party.

In the event of such litigation or other legal action, to enforce any rights, responsibilities or

obligations under this Agreement, the prevailing party shall be entitled to receive its reasonable costs and attorney's fees.

23. Applicable Law.

This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be Pierce County, State of Washington; provided, however, that it is agreed and understood that any applicable statute of limitation shall commence no later than the substantial completion by the Consultant of the services.

24. Captions, Headings and Titles.

All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or sections to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and masculine, feminine and neuter expressions shall be interchangeable. Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the parties.

25. Severable Provisions.

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

26. Entire Agreement.

This Agreement contains the entire understanding of the parties hereto in respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

27. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed effective the day and year first set forth above.

**CITY OF LAKEWOOD**

**AECOM Technical Services, Inc.**

\_\_\_\_\_  
John J. Caulfield, City Manager

\_\_\_\_\_  
Title:

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Alice Bush, MMC, City Clerk

Dated: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Heidi Ann Wachter, City Attorney

Dated: \_\_\_\_\_

## **Exhibit A Scope of Services**

### **Task 1 – Project Initiation and Administration**

Task 1 consists of refining the project scope, defining project goals, and establishing protocols for communication, information management, and project management. As part of this task, the Consultant will develop a detailed **Work Plan** and **Schedule**, produce an **Outreach Plan**, and create a public-facing **project website** that is linked to the current SSMCP website. Task 1 also includes ongoing project management for the duration of the project.

#### **Subtask 1.1 Project Definition**

The Consultant will work with the Client to develop a detailed Project Work Plan that refines the scope of work and project goals and outlines the day-to-day coordination and management required for the project. This plan will include a critical path schedule of milestones, deliverables, and meetings; provisions for semi-monthly progress reports to the Client; and protocols for communication, information sharing, and stakeholder engagement.

A web-based Sharepoint site (or similar) will be established to facilitate internal team data sharing and communication. A project website will be established that links to the existing SSMCP website ([www.jblm-growth.com](http://www.jblm-growth.com)) and allows for links to other participating local government websites.

A facilitated kickoff meeting with the JLUS Subcommittee, Technical Working Group (TWG), and Elected Officials Council (EOC) will be held to establish study objectives, review the project schedule, set milestones, and identify data needs.

The Consultant will coordinate an installation tour for Subcommittee and TWG members. The purpose of the tour is for team members and committee members to develop a common understanding of installation operations and missions and see and hear first-hand the concerns and priorities of the installation. The installation tour will be held in conjunction with the kick-off meeting, if possible, or on a separate date, depending on logistics. The SSMCP will coordinate with JBLM staff to schedule time, tour agenda, and base access requirements.

#### ***Meetings/Milestones***

- **Team Kick-off meeting (March 2014)**
  - Internal kick-off meeting to review project goals, scope, and schedule to be held at AECOM's Seattle office, and via teleconference.
  - Meeting to be attended by Dan Penrose and Mary Huff of the SSMCP and by key Consultant and subconsultant staff including:
    - Geoff Appel (AECOM)
    - Ellen Heath (AECOM)
    - Liz Drake (AECOM)
    - Kim Anderson (AECOM)
    - Fang Yang (AECOM)
    - Julia Walton (Studio 3MW)
    - Marcia Wagoner (Studio 3MW)
    - Jon Pascal (Transpo Group)
- **Kick-off meeting** (estimated April 15 2014)

- Project kick-off meeting with JLUS Subcommittee, Technical Working Group (TWG), Consultant, and Client.
- Purpose is to introduce project, present work plan, schedule, and outreach plan.
- Kick-off meeting will be approximately four hours, followed by the installation tour.
- Meeting to be attended by key Consultant and subconsultant staff including:
  - Geoff Appel (AECOM)
  - Ellen Heath (AECOM)
  - Liz Drake (AECOM)
  - Kim Anderson (AECOM)
  - Julia Walton (Studio 3MW)
  - Marcia Wagoner (Studio 3MW)
  - Jon Pascal (Transpo Group)
- **Installation tour** (April 2014, following kick-off meeting)
- **Public Kick-off open house** (April 2014)
  - Meeting to be attended by key Consultant and subconsultant staff including:
    - Geoff Appel (AECOM)
    - Ellen Heath (AECOM)
    - Liz Drake (AECOM)
    - Julia Walton (Studio 3MW)
    - Marcia Wagoner (Studio 3MW)
- **Progress reports** (biweekly)
  - Biweekly conference calls between Consultant and Client to track progress.

#### ***Deliverables***

- **Project Work Plan** (April 2014 to be presented at kick-off meeting)
- **Project Schedule** (April 2014 to be presented at kick-off meeting)
- **JLUS website** (April 2014)

#### ***Projected Completion Date***

April 2014

#### **Subtask 1.2 Stakeholder and Public Engagement**

The Consultant will work closely with the Client to develop an **Outreach Plan** that lays out overall stakeholder and public engagement objectives; a proposed meeting schedule; general meeting content, venues and format; alternate outreach platforms; key stakeholders to engage; website content; notification methods; and outreach materials. The Outreach Plan will identify potential Subcommittee and TWG members. The Outreach Plan will contain protocols for establishing and maintaining the public facing project website.

A series of meetings will be planned with the Subcommittee, TWG, and EOC as well as general public meetings. Subcommittee meetings will be used to establish overall project objectives and direction as well as offer an advanced review of all public outreach materials and facilitate discussion of findings, public input, and recommendations. TWG meetings are typically structured as more intensive facilitated work sessions to foster understanding of specific operational and compatibility issues and evaluating initial encroachment reduction tools. These sessions then produce options to be further evaluated and prioritized by the JLUS Subcommittee.

Three rounds of public meetings (three meetings in three different locations per round for a total of nine meetings) will be held to correspond with the kick-off, compatibility analysis, and final draft plan phases. The Consultant will collaborate with the stakeholder committees to determine the location, timing, and format of the meetings as part of the Outreach Plan.

The timing and frequency of such meetings will be determined within the Outreach Plan but generally will occur as follows:

- **Subcommittee:** The JLUS Subcommittee will meet monthly for the duration of the project.
  - Meetings to be attended by key Consultant and subconsultant staff including:
    - Geoff Appel (AECOM)
    - Marcia Wagoner (Studio 3MW)
- **TWG:** The TWG will meet as needed during the course of the project.
  - Meetings to be attended by key Consultant and subconsultant staff including:
    - Geoff Appel (AECOM)
    - Marcia Wagoner (Studio 3MW)
    - Other staff to be determined
- **EOC:** The EOC will be briefed throughout the project at key decision points. A minimum of four EOC briefings are expected: at project kick-off, for presentation of the land use compatibility findings, to present the draft JLUS report, and to present the implementation plan.
  - Meetings to be attended by key Consultant and subconsultant staff including:
    - Geoff Appel (AECOM)
    - Ellen Heath (AECOM)
    - Liz Drake (AECOM)
    - Julia Walton (Studio 3MW)
    - Marcia Wagoner (Studio 3MW)
- **Public:** Public meetings will be held to present project information and receive comments in three phases (seven total meetings), corresponding with the kick-off, compatibility analysis, and final JLUS report phases. The first two phases will consist of three meetings each phase at different locations and times to reach a wide audience. The final phase will consist of a single public meeting at a central location to present the final study.
  - Meetings to be attended by key Consultant and subconsultant staff including:
    - Geoff Appel (AECOM)
    - Ellen Heath (AECOM)
    - Liz Drake (AECOM)
    - Julia Walton (Studio 3MW)
    - Marcia Wagoner (Studio 3MW)

Additionally, up to 30 stakeholder interviews will be held with representatives from the military, landowners, government officials, Tribal representatives, environmental interests, and economic development organizations that are designed to gather early feedback on desired plan outcomes, organizational goals, priorities, new projects, and data needs.

Up to 10 small group meetings may be held, if necessary, with landowners, community associations, specific neighborhoods or underserved populations that replicate public meeting content but in a focused setting that connects with a targeted audience.

### ***Meetings/Milestones***

- **JLUS Subcommittee meetings** (monthly, beginning April 2014)
- **TWG meetings** (estimated four total, beginning April 2014)
- **Public meetings** (seven total meetings)
- **EOC briefings** (estimated four total)
- **Stakeholder interviews** (up to 30 interviews, scheduled as needed)
- **Small group interviews** (up to 10, scheduled as needed)

***Deliverables***

- **Outreach Plan** (April 2014 to be presented at kick-off meeting), including:
  - Overview of stakeholder engagement process, plan, and meeting schedule
  - Identification of stakeholders, including JLUS Subcommittee and TWG members
  - Scope of work for stakeholder groups and committees

***Projected Completion Date***

Ongoing

**Task 2 – Review and Research**

Task 2 provides a summary of existing background data that form the basis for subsequent analyses. Data to be considered include geographical data and relevant plans, policies, and studies. The results of the Task 2 review and research are to be summarized in an **Existing Conditions Summary Report**, to include summaries of the project physical setting and applicable plans, policies, and studies, with supporting maps and other figures, as necessary. The report will be delivered in electronic (PDF) format, with printed review drafts produced as necessary for distribution at Subcommittee and TWG meetings. The summary report will be included as a technical appendix to the final JLUS report.

The Existing Conditions Summary Report will organize findings from Task 2, including map products, and outline the federal, state, and local regulatory environment, gaps in current local land use policies to promote compatibility, current and foreseeable military missions, large-scale commercial projects, military operational issues, existing mitigation methods, environmental resources and constraints, growth and development trends, and infrastructure capacity. Through analysis of existing conditions, the Summary Report will also clearly identify JBLM’s Military Influence Area (MIA). A variety of factors will be considered when establishing the MIA, including clearly definable boundaries such as operational and airfield noise contours, airfield accident potential and clear zones, and jurisdictional boundaries in addition to other factors such as transportation routes and environmental features. This baseline document, which will be combined with conflict identification results, will lay the groundwork for subsequent phases of plan development.

Task 2 will also address potential issues of concern that may arise from the comprehensive plan updates in relation to the JLUS. Memoranda addressing these potential issues will be produced for each jurisdiction and included in the Summary Report.

The Consultant will compile available geographical data and and create an **online regional GIS database** that will be accessible via the project website.

***Deliverables***

- **Existing Conditions Summary Report** (November 2014), including:
  - GIS database

- Existing plan, policy, and study summaries
- Comprehensive plan update memoranda for each jurisdiction
- Supporting maps and figures

***Projected Completion Date***

November 2014

**Subtask 2.1 Assessment of Existing Conditions**

The Consultant will conduct a thorough evaluation of relevant community plans and documents for the South Sound region, along with military-related documents identified in the RFP. The Consultant will work with the Client, Subcommittee, and TWG to identify sources for relevant community documents. Analysis conducted as part of this subtask will include the following:

JBLM Document Review

- Identify and evaluate JBLM plans, identify growth objectives, and review the impact of growth objectives on air traffic patterns and volumes
- Identify existing land uses and approved land use developments located within the current Air Installation Compatible Use Zones (AICUZ) noise and potential air hazard zones
- Analyze impacts of current and future base operations, including firing ranges, training areas, electromagnetic radiation, radio frequency interference, and AICUZ noise and potential air hazard zone impacts
- Evaluate existing and proposed rotary aircraft operational routes
- Evaluate standard operating procedures (SOPs) for the base and analyze how they impact the surrounding community, and what, if anything, may be done to eliminate or minimize these impacts
- Plans may include:
  - JBLM Master Plan
  - Installation Sustainability Program
  - Forestry Plan
  - Range Management and Integrated Training Area Management (ITAM) programs
  - Integrated Natural Resources Management Plan
  - Integrated Cultural Resources Management Plan
  - AICUZ study
  - Installation Operational Noise Management Plan (IONMP)

Community Document Review

- Review, summarize, and assess pertinent sections of existing local zoning ordinances
- Review, summarize, and assess pertinent sections of building code ordinances and health department regulations, paying special attention to noise attenuation requirements
- Review, summarize, and assess critical areas ordinances
- Review, summarize, and assess pertinent sections of water quality regulations by watershed
- Review, summarize, and assess federal regulatory documents such as U.S. Fish and Wildlife Service rules relating to Threatened and Endangered Species and designation of Critical Habitats for those species.
- Review, summarize, and assess other regulatory documents as determined by the TWG

***Projected Completion Date***

November 2014

### **Subtask 2.2 Regional and Comprehensive Plan Review**

The Consultant will identify, review, and summarize those local and regional long-range planning documents that are required by the state GMA including local comprehensive plans and supporting studies, countywide comprehensive plans and planning policies, and regional plans. The Consultant will also meet with local jurisdictions to determine the timing and focus of comprehensive plan updates and identify opportunities for the integration of JLUS recommendations.

Relevant plans will include:

- Puget Sound Regional Council (PSRC) Vision 2040
- Thurston Regional Planning Council (TRPC) Regional Plan
- Pierce County Comprehensive Plan
- County Buildable Lands Reports
- Thurston County Comprehensive Plan
- Lakewood Comprehensive Plan
- DuPont Comprehensive Plan
- Steilacoom Comprehensive Plan
- Lacey Comprehensive Plan
- Yelm Comprehensive Plan
- Roy Comprehensive Plan
- Rainier Comprehensive Plan
- Nisqually Tribe Reservation land use and zoning
- Nisqually National Wildlife Refuge planning documents and management plans
- Other Plans as identified by the Steering Committee
- JBLM Master Plan

### ***Projected Completion Date***

November 2014

### **Subtask 2.3 GIS Basemap**

The Consultant will gather available mapping information to produce a working GIS database that can be used to produce multiple map products as required for the JLUS analyses and final report. Based on the GIS data gathered, the Consultant will create a series of maps showing both baseline and foreseeable conditions for the study area.

The GIS database will contain layers depicting a broad range of available regional data, including:

- Jurisdictional boundaries [municipal boundaries, county boundaries, Urban Growth Areas (UGAs), utility and emergency management service district boundaries, etc.]
- Aerial photography
- Future land use patterns, zoning designations, and planned growth areas identified in communities' adopted Comprehensive Plans and the JBLM Master Plan
- Uses that do not conform with the underlying zoning regulations
- Development activity within the study area during the past five years
- Development proposed within the study area
- Locations of proposed capital improvement plan/projects, using jurisdiction's 6-year Capital Improvement Plan (CIP)
- Sensitive biological and/or cultural resource areas, including wetlands, habitat and species data

- Special resources areas, i.e. aquifer recharge zones, wellhead protection zones, agricultural, parcel layer, streets, water bodies, etc.
- Noise contours for military operations
- Military flight operations, i.e. Clear Zones, Accident Potential Zones (APZs)
- Military range Safety Danger Zones (SDZs)
- Military operation line of sight corridors
- Commercial airport flight paths and commercial port access and shipping lanes
- Land mobility corridors and the regional transportation system
- Compile and create GIS layers depicting projected growth trends related to population forecasts
- Compile and review military documents to map footprint for military operations, and any other pertinent documents
- Electromagnetic/radio frequencies

***Deliverables***

- **Regional online GIS database** (November 2014)

***Projected Completion Date***

November 2014

**Task 3 – Compatibility and Development Potential Analysis**

Based on data gathered in the previous phase, the Consultant will assess land use compatibility issues around JBLM. Definitions for compatible and incompatible uses will be established that relate to the local planning environment, considering the GMA and other state planning statutes as well as local conditions and issues.

The Consultant will create “green/yellow/red” maps that color code parcels within the study area to show current and future compatibility with military activities, including use of training areas, firing ranges, and flight corridors. Green colors indicate areas of compatibility to include environmental areas and resolved areas; yellow parcels demonstrate areas of conditional compatibility where added land use controls or communications may be appropriate to mitigate impacts; red parcels clearly highlight areas of conflict that may warrant stronger regulatory control and possibly voluntary land or development rights acquisition strategies. The map will also identify areas in transition or susceptible to change based on factors such as vacancy, land transfers, existing city and county policies, current zoning, future land use designations, transportation access and infrastructure capacity, sensitive natural and cultural resources including Tribal interests, and areas with incomplete mapping. If there are areas with incomplete mapping, best available information will be used and recommendations will be provided to establish compatibility in these areas, should such situations arise.

In addition to a visual overview of land use compatibility, the Consultant will use the project GIS database to assess the extent of conflict and summarize results in a tabular form that totals the number of acres, people or housing units exposed to noise or other training impacts.

The results of this analysis will be organized into a Compatibility Analysis Report, outlining existing conditions, the impacts of military operations on surrounding jurisdictions, and the reciprocal effects of growth and development on the missions of JBLM.

The Consultant will evaluate the ability of current policies and codes to guide growth in a pattern that reduces the identified conflicts. Along with local compatibility tools, the Consultant will review federal and state measures and evaluate current communication and coordination procedures among the surrounding communities and JBLM.

The Consultant will explore a set of best practices adopted in defense communities across the US. This will emphasize a mix of tools that balances communication and coordination, land use regulation,

performance-based construction measures, conservation and working lands preservation, and non-regulatory or incentive-based strategies. The Consultant will work with the stakeholder committees to narrow the range of options based on criteria such as potential effectiveness, likely political support, legislative authority, and needed implementation resources and degree of impact compared to the degree of incompatibility and relative priority of the issue.

***Meetings/Milestones***

- Summary of compatibility analysis to be presented for discussion at February 2015 Subcommittee meeting.
- Interim policy recommendations and implementation measures to be presented at March 2015 public meeting.

***Deliverables***

- **Compatibility analysis report** (February 2015)
- **Online GIS compatibility mapping** (February 2015)
- **Maps/display materials for meetings** (February 2015)
- **Interim recommended policy and implementation measures** (March 2015)

***Projected Completion Date***

March 2015

**Task 4 – Prepare JLUS Report**

Task 4 consists of compiling the results of analyses performed in previous tasks into a final **JLUS Report**.

***Meetings/Milestones***

- Public meeting to be held in June 2015 to present draft JLUS report and receive comments.

***Deliverables***

- **Final JLUS report** (September 2015)
  - 20 full color, hard copy reports
  - Appendices in PDF format
  - Five disks
  - Supporting maps and GIS data
- **Final presentation of findings and recommendations** (June 2015)
- **Project overview for OEA website** (September 2015)

***Projected Completion Date***

September 2015

**Subtask 4.1 Study Refinement**

The Consultant will assemble all prior deliverables into a draft report and circulate it to the JLUS Subcommittee, TWG, EOC, and other agencies as indicated, for review, comment, and study refinement.

***Meetings/Milestones***

- Subcommittee and EOC meeting to be held in June to present draft JLUS report and receive comments.

***Deliverables***

- **Draft report sections** (June 2015)
- **PowerPoint summary presentation** (June 2015)
- **Prioritized set of improvements** (June 2015)
- **Recommended steps for coordination** (June 2015)
- **Opportunities for partnerships** (June 2015)
- **Summary of next steps** (June 2015)

***Projected Completion Date***

June 2015

**Subtask 4.2 Study Production**

Following review of the draft report, the Consultant will finalize the documents based on comments received from the JLUS Subcommittee, TWG, EOC, other stakeholders, and the public. The final JLUS documents will be delivered in printed, electronic, and web-based form, along with all supporting GIS data. The final plan will include a separate four-page Project Overview that will be posted on the OEA website and which, in printed form, will serve as an Executive Summary. Detailed technical analyses and critical project records, such as meeting minutes and comments received, will be included as appendices. All final deliverables will emphasize ease of readability and graphical clarity with the intention that the information conveyed is accessible to a broad audience while ensuring accuracy and the appropriate level of detail.

The Consultant will conduct final briefings with the stakeholder committees, the EOC, and local legislative bodies to support the formal adoption and implementation of the plan.

***Projected Completion Date***

September 2015

**Task 5 – Implementation Plan**

The Consultant will produce an **Implementation Plan** that organizes the final recommendations by several criteria, including geographic area; priority; and partner, including DoD, non-DoD federal, state, local and non-governmental agencies. The document will include an implementation matrix that links each action to responsible parties, timeframes, potential funding sources, estimated costs, appropriate financing mechanisms, supporting data, and monitoring metrics.

The Consultant will also develop detailed project sheets that provide additional detail on the top priority action steps of the study. A supporting Technical Appendix will be provided that includes model real estate disclosure/disclaimer forms; co-use agreements; sample laws, regulations, and ordinances for state and local governments; potential sound attenuation standards; sample memoranda of understanding; conservation and buffer area protection initiatives; partnerships; and development rights acquisition strategies.

The final Implementation Plan will be delivered in both hard copy and electronic format.

***Meetings/Milestones***

- Final Subcommittee meeting (September 2015)
- Final EOC briefing (September 2015)

***Deliverables***

- **Final implementation plan** (September 2015)
  - 20 full color, hard copies

- 5 disks containing PDF versions of plan documents and editable versions of sample documents contained in the Technical Appendix.

***Projected Completion Date***

September 2015

**EXHIBIT B**  
**Compensation, Invoicing, Payment**

1. Consultant's compensation shall be as follows:

<b>Task 1 Project Initiation and Administration</b>	<b>35%</b>	<b>\$126,000</b>
Subtask 1.1 Project Definition	3%	\$10,800
Subtask 1.2 Stakeholder and Public Engagement	26%	\$93,600
Project Management (ongoing)	6%	\$21,600
<b>Task 2 Review and Research</b>	<b>22%</b>	<b>\$79,200</b>
Subtask 2.1 Assessment of Existing Conditions	6%	\$21,600
Subtask 2.2 Regional and Comprehensive Plan Review	6%	\$21,600
Subtask 2.3 GIS Basemap	10%	\$36,000
<b>Task 3 Compatibility and Development Potential Analysis</b>	<b>20%</b>	<b>\$72,000</b>
<b>Task 4 Prepare JLUS Report</b>	<b>10%</b>	<b>\$36,000</b>
Subtask 4.1 Study Refinement	5%	\$18,000
Subtask 4.2 Study Production	5%	\$18,000
<b>Task 5 Implementation Plan</b>	<b>5%</b>	<b>\$18,000</b>
<b>Expenses</b>	<b>8%</b>	<b>\$28,800</b>
<b>Total Fee</b>	<b>100%</b>	<b>\$360,000</b>

\*Billing Rates:

Geoff Appel (Project Manager):	\$110/hr
Ellen Heath (Principal-in-Charge):	\$230/hr
Liz Drake:	\$150/hr
Kim Anderson:	\$130/hr
Fang Yang:	\$175/hr
Julia Walton (Subconsultant):	\$150/hr
Marcia Wagoner (Subconsultant):	\$150/hr
Jon Pascal (Subconsultant):	\$195/hr
Planning Staff:	\$100/hr
Technical Staff (GIS, editing, etc):	\$100/hr
Administrative Staff:	\$60/hr

2. Client shall pay Consultant within thirty (30) days from the date of Consultant's invoice. Amounts remaining unpaid thirty (30) days after the invoice date shall bear interest at the rate of 12% per annum, or the maximum legal rate, whichever is less. Additionally, Consultant shall be entitled to suspend its Services on the Project until payment in full, including interest, is received. Should such suspension exceed sixty (60) consecutive days, Consultant may elect to terminate this Agreement and shall be entitled to payment for all Services performed prior to the date of termination.

3. If the Project is suspended by Client for more than thirty (30) consecutive days, Consultant shall be compensated for all Services performed prior to the effective date of suspension. Upon resumption of the Project, Consultant's compensation shall be adjusted by mutual agreement of the Parties to compensate Consultant for expenses incurred as a result of the interruption and resumption of Consultant's Services.

4. If, through no fault of the Consultant, Consultant's Services have not been completed within three (3) months of the effective date of this Agreement, Consultant's compensation shall be adjusted by mutual agreement of the Parties.
5. Except as otherwise specifically provided herein, Client shall pay directly or reimburse Consultant, as appropriate, for all categories of taxes including, but not limited to the following: sales, consumer, use, value-added, gross receipts, and privilege, and local license taxes (other than professional regulatory fees) and end taxes which are calculated based upon payroll charged to this Project.
6. Payments shall be made to the following lockbox or electronic funds or wire transfer in accordance with the "Important Payment Information" attached hereto.

AECOM Technical Services, Inc.  
1178 Paysphere Circle  
Chicago, IL 60674

**IMPORTANT PAYMENT INFORMATION**

Please note future check payments for all open  
AECOM Technical Services, Inc. invoices should be made  
directly to the following lockbox address:

AECOM Technical Services, Inc.  
1178 Paysphere Circle  
Chicago, IL 60674

**ELECTRONIC FUNDS TRANSFER/ACH PAYMENT INFORMATION**

**Account Name:** AECOM Technical Services, Inc.

**Bank Name:** Bank of America

**Address1:** Building D

**Address2:** 2000 Clayton Road

**City/State/Zip:** Concord, CA 94520-2425

**Account Number:** 5800937020

**ABA Routing Number:** 071000039

**WIRE TRANSFER INFORMATION**

**Account Name:** AECOM Technical Services, Inc.

**Bank Name:** Bank of America

**Address:** 100 West 33rd St

**City/State/Zip:** New York, NY 10001

**Account Number:** 5800937020

**ABA Routing Number:** 026009593

**SWIFT Code:** BOFAUS3N

If you have any questions, contact  
Robin Gibson, Cash Applications Supervisor at 804.515.8490

[cashappsremittance@aecom.com](mailto:cashappsremittance@aecom.com)

For more information about  
AECOM Technical Services, Inc., visit us at

[www.aecom.com](http://www.aecom.com)

We look forward to serving you!