



**LACEY CITY COUNCIL
WORKSESSION
THURSDAY, JUNE 7, 2018
7:00 – 9:10 P.M.
LACEY CITY HALL – 420 COLLEGE STREET SE**

AGENDA




- 7:00** **LONG LAKE BEACH AND LIFEGUARD PROGRAM DISCUSSION**
JENNIFER BURBIDGE, DIRECTOR OF PARKS AND RECREATION
(STAFF REPORT ATTACHED)
- 7:45** **AWC BALLOTS**
SCOTT SPENCE, CITY MANAGER
(VERBAL - ATTACHMENTS)
- 7:50** **COMMUNITY DEVELOPMENT BLOCK GRANT RENEWAL**
SCOTT SPENCE, CITY MANAGER
(STAFF REPORT ATTACHED)
- 8:00** **FLAG REQUEST**
SCOTT SPENCE, CITY MANAGER
(VERBAL – ATTACHMENTS)
- 8:15** **COMMUNITY SURVEY – LACEY PARKS AND RECREATION**
JENNIFER BURBIDGE, DIRECTOR OF PARKS AND RECREATION
(VERBAL - ATTACHMENTS)
- 9:00** **SETTLEMENT – PUBLIC RECORDS**
DAVE SCHNEIDER, CITY ATTORNEY
(VERBAL – NO ATTACHMENTS)
- 9:10** **ADJOURN**



CITY COUNCIL WORKSESSION
June 7, 2018

SUBJECT: Long Lake Park Swim Area and Lifeguard Program

RECOMMENDATION: No action required—information only. Update Lacey City Council regarding Long Lake Park Swim Area and Lifeguard Program.

STAFF CONTACT: Scott Spence, City Manager 
Jen Burbidge, Parks and Recreation Director 
Jenny Wilson, Aquatics Recreation Supervisor 

ORIGINATED BY: Parks and Recreation Department

ATTACHMENTS: 1. [Communication Plan](#)
2. [Long Lake Park Beach Rules](#)
3. [Long Lake Beach Configuration](#)

PRIOR REVIEW: N/A

BACKGROUND

The Lacey Parks & Recreation swim beach lifeguarding program is currently faced with administrative challenges. The department has struggled to recruit and retain adequate staffing for several years. In addition, due to new safety best practices and other factors, the dock and swim area need to be modified with the potential for more changes in the future.

STAFFING CHALLENGES

Lacey Parks & Recreation has always provided lifeguards at Long Lake Park swim beach from the weekend after school gets out through Labor Day weekend. In 2018, lifeguards will be at the beach from June 23 through September 3

In 2017, Parks and Recreation faced a significant challenge of a lack of lifeguards to provide adequate coverage of the Long Lake Park swim area for the entire summer. This issue is affecting agencies state and nationwide, and is a combination of:

- Competition of other, less physically demanding job opportunities.

- Lifeguarding can be a stressful environment dealing with confrontational patrons who are intentionally breaking or being argumentative about rules. Additionally, lifeguards are responsible for the safety and well-being of hundreds of park users.

In this environment, not just any guard can be placed at Long Lake. They need to have had previous experience and ability to handle difficult situations. Finding the right staff is challenging with a high turnover rate throughout the year among pool staff.

- Limited candidates with the required swimming skills to qualify for the job.
- Not having enough lifeguards in the “pool” of staff to fill in during vacations.
- College students needing to leave in early August.
- Possibly not viewed as a “cool” job.
- According to the Bureau of Labor Statistics, teen employment rates are at an all time low, and this trend is expected to continue at least through 2024.
- Teens are conflicted with more emphasis on the rewards of education, and strenuous coursework has increased.
- In addition, this year pre-employment drug testing has been added, which is one more step for potential lifeguards.

Although coverage has been an issue in the past, 2017 was the most drastic shortage and shortening the lifeguarded season two weeks earlier was considered.

A lifeguarded facility should have an adequate **Lifeguard-to-Swimmer Ratio**. The Lifeguard-to-Swimmer Ratio is the number of swimmers each lifeguard has to watch in their zone. This ratio should be increased to minimize errors and increase safety as the volume of swimmers goes up. There is no exact number per lifeguard; however, the higher it gets, the higher the likelihood for a swimmer in distress to be overlooked by a lifeguard. In general, there should be no more than 20 swimmers to one lifeguard. This ratio is tested during hot days for any outdoor facility without the ability to control attendance.

Other agencies that operate swim beaches are experiencing the same staffing issues. Cities of Federal Way, Mercer Island, Bellevue and Kirkland have had to cut back hours or number of beaches that had been lifeguarded prior. Cities of SeaTac, Everett, and Bellingham have removed lifeguards from their beaches completely. Thurston County facilities Kenny Dell Park and Burfoot Park have non-guarded swim beaches, as do all Washington State Parks including Millersylvania State Park.

NEW SAFETY BEST PRACTICES

The 2017 American Red Cross Lifeguard program update included a Station Response Time Test Drill. It establishes an industry standard and best practice for adequate response time in an emergency of an unconscious victim. The test is to have the lifeguard leave their station, swim to the farthest location, retrieve a submerged victim, remove them from the water, and provide two rescue breaths within 1 ½ minutes.

With the current swim area dimensions and depth, staff would not be able to respond in an adequate amount of time.

DOCK/SWIM AREA DESIGN CHALLENGES

Long Lake Park has an “L” shaped dock in the swim area. The dock provides fun opportunities at the park, but also presents some challenges and safety issues:

- Unlike most other municipal lifeguarded swim beaches, Long Lake Park’s dock is in the center of the swim area which creates visual “blind spots” for lifeguards
- Many behavior issues arise at this park location, and the dock is a large contributing factor. Due to the volume of park users, lifeguards inevitable get distracted while enforcing dock rule violations; when their primary duty should be solely scanning the water.
- Most of the lifeguard rescues have been from areas along the dock; mainly because children jump into the water without knowing the depth and begin to struggle.
- The depths of the water along the dock varies. On one side of the dock, the water depth is four feet deep; however, on the opposite side of the dock, it is 18 inches deeper. A non-swimmer who is jumping in on the shallower side may assume the depths are the same and jump into water over their head on the opposite side.
- Water depths in beach environments change; however, if children have only the option to wade in from the shore, they would feel the natural slope and stop before going too deep.
- Lifeguards are continuously dealing with swimmers who go under the dock, which is distracting to lifeguards and dangerous to swimmers as it poses an entrapment risk. Due to the popularity of swimming under the dock, despite rules against it, lifeguards practice searching for a missing/drowning person under the dock.

In 2016 two staff were injured during this practice drill. While resurfacing from under the dock, they hit their heads on the bottom of the step ladders. This demonstrates the danger to staff and untrained park users.

Although citizens enjoy using the dock, due to the above challenges and safety considerations, staff has looked at the possibility of removal. Removal of the dock would increase safety and provide a more pleasant park experience for families.

For 2018, the following changes will be made to the swim area:

- Railing around the outside of the dock in order to reduce the swim area, and eliminate lifeguarding blind spots.
- Temporary fencing and gate installed on the north side of the dock to keep swimmers out, and designate an area for small water craft.
- Deep end buoy line will be removed.
- New swim area perimeter defined by outside of dock and new buoy line.

An additional benefit of this new design is the ability to allow for a small watercraft launch area (paddle boards/kayaks), which has been requested for several years and is identified in the Parks & Recreation Comprehensive Plan as a community need. A commercial vendor can provide small watercraft rentals and snacks.

The Park Board also approved amended Long Lake Beach rules at its May 9, 2018, meeting. Rules are filed with the city clerk, and certified by the Parks & Recreation Director per LMC 2.44.060 Rules and Regulations and 2.44.030 Organization—Records. A copy is attached for your information and will be before City Council at its June 14, 2018, meeting. These updated rules will make it easier to support the swim area changes.

The vision for Long Lake Park is to be a family friendly place. Parks and Recreation is committed to this vision.

Long Lake Park 2018 Swim Area Change
Communication Plan

GOALS/PURPOSE

- Inform the community about the changes at Long Lake Park
- Educate the community about the safety related reasons for changes
- Generate interest and excitement about the addition of the Stand Up Paddleboard and Kayak rental vendor and small craft launch area. (military discount)

PROJECT TIMELINE

3rd week in May - Railings installed

June 6 – Complete contract with NWPS

June 8 - Begin communication outreach

AUDIENCE

- General Public/Community Members
- City Council, Park Board, City Staff

TOOLS

Lacey Life publication

Park Board Public Meeting

City of Lacey Web site page

Social Media:

- Facebook - video (highlight of vendor)
- Twitter
- Instagram

Media Release

Signage onsite at the park

Vendor signage

A board “no swimming” area sign

Printed information (FAQ) for staff to give out onsite

PARK RULES AND REGULATIONS
(ORDINANCE NO. 781)

Youth water safety is a shared responsibility of parents or guardians and lifeguards. Lifeguards often have many swimmers to watch and close parent or guardian supervision is the best way to prevent water-related emergencies.

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Any person who refuses to obey park rules or direction from the lifeguards, or commits any unlawful act within a park owned by the City of Lacey may be trespassed from all city owned or jointly owned parks for a period of up to one year.

BEACH RULES

1. A swim test is required for anyone under age 18 to swim beyond the shallow water buoy line unless a supervising adult is in the water and within constant reach of the child.
2. An adult must be in the water and within reach of any youth under age 6 or a non-swimmer.
3. Youth wearing personal flotation devices (lifejackets) must remain within the shallow water buoy line unless a supervising adult is in the water and within constant reach of the child. ~~of a supervising adult.~~
4. ~~Dock Rules: Flotation devices allowed in designated area only.~~
4. No running, on the dock, rough play, pushing, dunking, throwing others, diving, flips, back dives/jumps. No standing, sitting or jumping from railing.
5. No rough play.
6. No vulgar or -er- offensive language.
- 5-7. No flotation devices allowed.
6. No flips or back dives/jumps.
- 7-8. No smoking, use of tobacco, vaping, or consumption of alcohol or any controlled substances.
- 8-9. No throwing rocks or other dangerous objects.
- 9-10. No standing/sitting on float lines.
11. Swim/dive in designated area only. No swimming under the dock.
12. No entry into small craft launch area unless launching or returning.
40.
- 14-13. No animals in launch/swim area, or on dock, gravel/sand swim area. Animals must be on a leash.
- 12-14. No feeding or chasing the wildlife. No fishing in the swim area.
- 13-15. No glass, fires or barbeques.
- 14-16. No skinny dipping or nudity.
17. No pop up tents allowed.

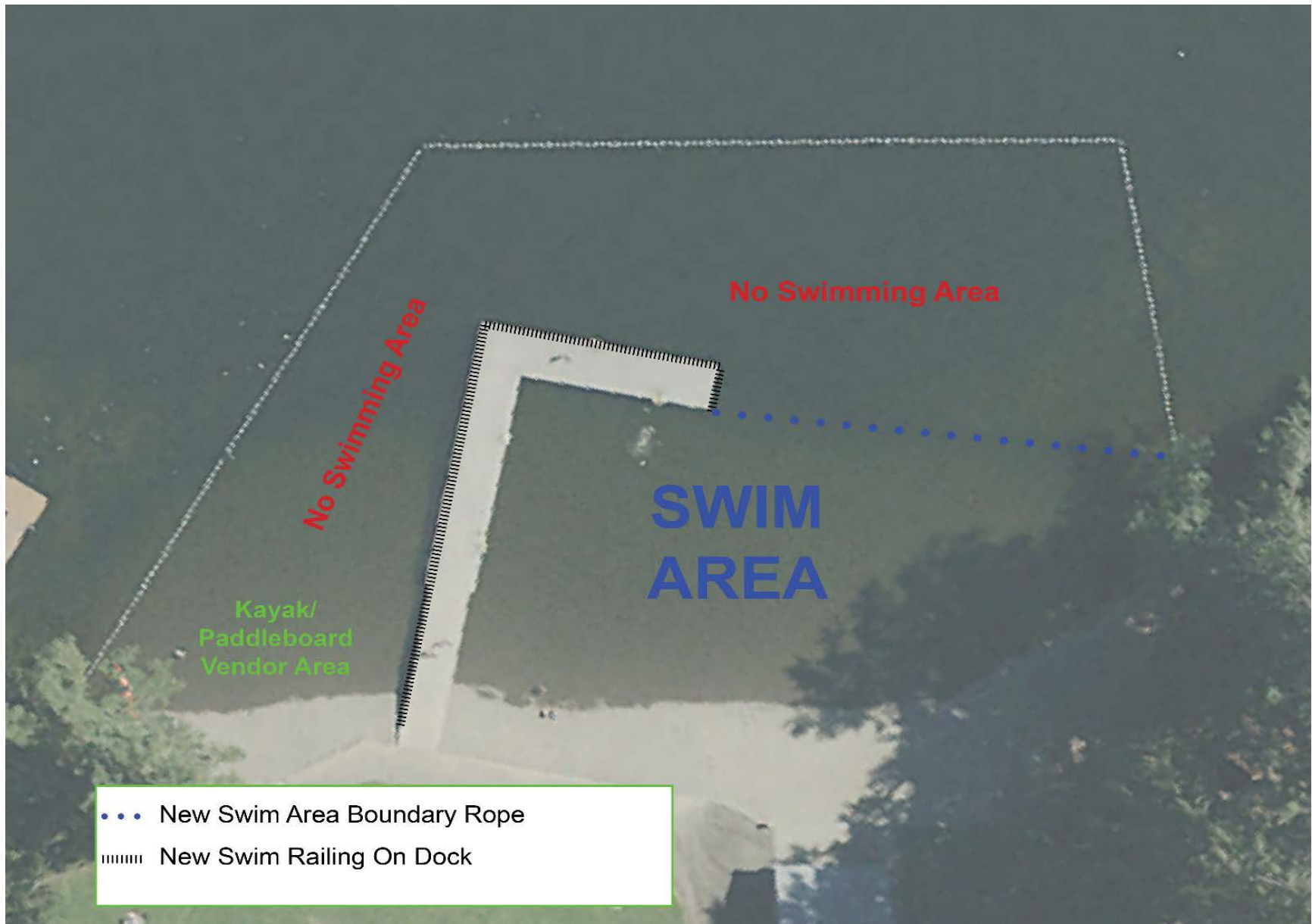
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Long Lake Beach Configuration





AWC Employee Benefit Trust Board of Trustees

Ballot

Dear Mayor:

The Employee Benefit Trust Board of Trustees is the governing authority of the AWC Employee Benefit Trust with fiduciary obligation to administer the Fund on behalf of the contributing members. The Board meets approximately three to four times per year and Trustees serve 3-year terms.

Return your completed ballot by 5:00 p.m. on Wednesday, June 13, 2018 to Darla Mansfield using:

- Enclosed self-addressed stamped envelope
- Email – darlam@awcnet.org
- Fax – 360-753-0149

Ensure your ballot is valid and counted:

- Vote for one nominee by placing an X or √ in the box
- Complete signature line at end of ballot

Below are the individuals nominated by mayors throughout the state.

Southwest Region Trustee

- **Neil Johnson Jr, Mayor, City of Bonney Lake**

I have been involved in the AWC Employee Benefit Trust programs since 2002, including 4 years as a councilmember, and the past 12 years as Mayor in a mayor-council form of government. Bonney Lake participates in the full range of AWC Member Pooling Programs, including medical (Regence and Group Health), dental (Delta and Willamette), vision (VSP), wellness, employee assistance, short term disability, long term disability, drug testing, and L&I Retro Rating.

I am currently employed as the Sales and Marketing Manager for Rotary Offset Press (a Seattle Times company). I am an AWC Advanced Certified Municipal Leader, and have been a small business owner with over 28 years of experience in professional retail and advertising. Strong organizational, team and communication skills continue to be the foundation of my professional life.

Mayor Johnson is running unopposed.

City/Town

Mayor signature

Date



AWC Employee Benefit Advisory Committee (EBAC) Ballot

Dear Mayor:

The Employee Benefits Advisory Committee is the recommending body to the AWC Employee Benefit Trust Board of Trustees. The committee recommends changes and enhancements to the benefit programs provided by the AWC Employee Benefit Trust. The committee meets two to three times per year and the committee members serve 3-year terms. Members elected at this time will attend the next EBAC meeting held in September.

Return your completed ballot by 5:00 p.m. on Wednesday, June 13, 2018 to Darla Mansfield using:

- Enclosed self-addressed stamped envelope
- Email – darlam@awcnet.org
- Fax – 360-753-0149

Ensure your ballot is valid and counted:

- Vote for one nominee by placing an X or ✓ in the box
- Complete signature line at end of ballot

Below are the individuals nominated by mayors throughout the state.

District #6 Representative



Kelsey Geddes, Human Resources Generalist, City of Fife

As the HR Generalist, Kelsey is directly involved in the day-to-day administration of all city benefits. She is responsible for communication with our staff about our plans and understanding the needs of our workforce. Kelsey plays a vital role in balancing the desires of our employees with the economic implications of providing benefits that are affordable, comprehensive, and competitive for the City. Kelsey also assists with analyzing and reviewing benefit plans and negotiating benefit plans and programs with the City's four collective bargaining units. Kelsey currently serves as Chair of our Wellness Committee and has helped to achieve Well City status the past four years that she's been involved. She also serves on the Safety Committee. Kelsey received PHR Certification in 2014 and SHRM-CP Certification in 2015.

Ms. Geddes is running unopposed.

City/Town

Mayor signature

Date




LACEY CITY COUNCIL WORKSESSION

June 7, 2018

SUBJECT: City of Lacey/Thurston County Community Development Block Grant Entitlement Program Interlocal Cooperation Agreement and Memorandum of Understanding

RECOMMENDATION: Adopt an amended Urban County Community Development Block Grant (CDBG) Entitlement Program Interlocal Cooperation Agreement between the City of Lacey and Thurston County to establish eligibility to receive federal Housing and Urban Development (HUD) funding, and renew an existing Memorandum of Understanding (MOU) between the City of Lacey, City of Tumwater, and Thurston County (including south county communities) for distribution of CDBG funding.

STAFF CONTACT: Scott Spence, City Manager 

ORIGINATED BY: City Manager's Office

ATTACHMENTS:

1. [Letter from Thurston County Board of Commissioners dated April 18, 2018.](#)
2. [Amended Interlocal Cooperation Agreement between Thurston County and City of Lacey to Participate In and Receive Funds under the Federal Community Development Block Grant Entitlement Program](#)
3. [Memorandum of Understanding for Governance, Decision Making and Administration of the Community Development Block Grant Program](#)

FISCAL NOTE: If approved by Council, and ultimately funded by Congress, Lacey will be eligible to receive approximately \$875,000 in Housing and Urban Development (HUD) CDBG funding in 2020 to apply toward local projects benefitting low- and moderate-income residents.

PRIOR REVIEW: City Council is familiar with the CDBG program and has distributed program dollars under previous interlocal agreements with Thurston County and the City of Tumwater. Both the Interlocal Agreement and the MOU are similar to past agreement with only minor language changes.

BACKGROUND:

In 2015, Council authorized the City Manager to enter into an Interlocal Cooperation Agreement with Thurston County to participate in and receive funds under the Federal CDBG Urban County Entitlement Program for the years 2016-2018, as well as a Memorandum of Understanding (MOU) regarding governance of such a program.

Under that agreement, CDBG funding rotated every three years among Thurston County (including south county communities), the City of Lacey, and the City of Tumwater.

During Lacey’s funding cycle in 2017, the City Council awarded \$867,000 in funds to the following projects:

- \$250,000 to Evergreen Treatment Services for the expansion of the South Sound Clinic
- \$200,000 to the Thurston County Food Bank for the Lacey Food Bank
- \$187,514 to the Community Action Council for a new Monarch Children’s Justice & Advocacy Center.
- \$75,000 to the Housing Authority of Thurston County for affordable housing
- \$70,500 to Community Youth Services for affordable housing
- \$50,000 to SideWalk for a veterans housing coordinator
- \$33,986 to the Boys & Girls Club for homeless youth assistance

The new Interlocal Agreement to participate in and receive funds under CDBG is similar to the 2016 - 2018 agreement and the MOU is modeled after the prior MOU, identifying when each partner is to receive funds under the CDBG Urban County Entitlement Program. Each agreement covers the period from 2019 – 2021.

The General Government discussed the renewal of the CDBG program at its May 22, 2018, meeting and recommended approval to the full City Council.

ADVANTAGES:

1. By participating in a regional CDBG program in Thurston County, the City of Lacey has access to a predictable source of revenue to help low- to moderate-income households. The program is an outstanding way to leverage local dollars to provide critical community facilities and services that benefit low- and moderate-income residents.

DISADVANTAGES:

1. No disadvantages are foreseen.



COUNTY COMMISSIONERS

John Hutchings
District One

Gary Edwards
District Two

Bud Blake
District Three

BOARD OF COUNTY COMMISSIONERS

April 18, 2018

Andy Ryder, Mayor
City of Lacey
420 College Street SE
Lacey, WA 98503

Subject: CDBG Urban County Renewal Agreement (FY 2019-2021)

Dear Mayor Ryder:

As you are aware, Thurston County was designated a CDBG Urban County by the US Department of Housing and Urban Development (HUD). The County and partner Cities and Towns signed three year Interlocal Cooperation Agreements in August of 2012 covering the federal fiscal years 2013-2015.

The original Interlocal Agreement signed in 2012 automatically renews to consecutive three (3) year terms but before the end of each three (3) year term, the County must notify the Cities and Towns in writing of its right not to participate in the Urban County for the successive three (3) year term.

In accordance with the Urban County Qualification Notice issued by HUD on March 22, 2018, this letter provides notice to the City of Lacey informing you of your right to not participate in the CDBG Urban County for a successive three (3) year term including Federal Fiscal years (2019-2021). If you choose to not participate in the Urban County CDBG program, provide written notice to the County by June 12, 2018.

The County is proposing to continue the partnership for the next three (3) federal fiscal years (2019-2021).

If you choose to continue this partnership and participate in the next three year term covering Federal Fiscal years (2019-2021), please:

1. Provide a resolution stating your continued participation (if necessary); and
2. Sign the attached Interlocal Cooperation Agreement and Memorandum of Understanding.

We have updated the dates in the attached Interlocal Cooperation Agreement. All other original terms and conditions remain the same.

Andy Ryder, Mayor
April 18, 2018
Page 2

If you choose to participate as a member of the Urban County, the City:

1. May not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years 2019, 2020, and 2021, the years during which the City is participating in the Thurston County CDBG Program; and
2. May receive a formula allocation under the HOME program through the Urban County; and
3. May receive a formula allocation under the Emergency Solutions Grant Program only through the Urban County.

Please review the terms and conditions and have your authorized representative sign both the Interlocal Cooperation Agreement and the Memorandum of Understanding.

Please return those documents to to the County by June 12, 2018.

If you should have any questions, please contact Gary Aden with our Public Health and Social Services Department. He can be reached at (360) 867-2532 or via email at adeng@co.thurston.wa.us.

Sincerely,



Bud Blake
Commissioner

Enclosures: Interlocal Cooperation Agreement
Memorandum of Understanding

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THURSTON COUNTY AND CITY OF LACEY TO
PARTICIPATE IN AND RECEIVE FUNDS UNDER THE FEDERAL
COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT
PROGRAM**

PROGRAM YEARS 2019 – 2021

This Interlocal Cooperation Agreement (hereinafter the “Agreement”) for Community Development Block Grant Funds (hereinafter “CDBG”) is made and entered into by and between Thurston County (hereinafter the “County”), a political subdivision of the State of Washington, and the City of Lacey, (hereinafter the “City”), a municipal cooperation within Thurston County for the purpose of receiving and administering federal funds under the CDBG Entitlement Program. This agreement will become effective upon adoption by the parties and approval by the U.S. Department of Housing and Urban Development (HUD), and will continue until terminated as provided herein.

WHEREAS, a pursuant to Section 104 (b) Title I of the Housing and Community Development Act of 1974, as amended, provides CDBG funds may be used for the support of the activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low and-moderate-income; and

WHEREAS, Thurston County notified HUD of its intent to participate as an Urban County under the CDBG program as the federal fiscal year 2013; and

WHEREAS, HUD has previously determined that Thurston County qualifies as an Urban County and is eligible to become a CDBG Entitlement grantee; and

WHEREAS, the amount of CDBG funds to which the County may be entitled is in part dependent upon the population of other CDBG eligible applicant cities and towns which by this Agreement elect to participate in the CDBG Entitlement Program with the County; and

WHEREAS, the purpose of this Agreement, which is entered into pursuant to, and in accordance with the State Inter-local Cooperation Act, RCW 39.34 is to plan for, and administer the CDBG Program.

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

SECTION I: DEFINITIONS:

1. "Party" means a unit of local government that is a signatory to this agreement.
2. "Qualified Urban County" is a county that is eligible to be a CDBG Entitlement grantee. The qualified urban county in this agreement is Thurston County. As a qualified urban county, Thurston County shall assume overall responsibility for ensuring that the funds it receives from the CDBG Entitlement Program are managed in compliance with all applicable HUD requirements.

SECTION II: GENERAL PROVISIONS

1. This agreement covers the County and the City's participation in the federal CDBG Program. The County has the necessary authority to accept CDBG funding as an Urban County to undertake essential and eligible community development and lower income housing assistance activities for the next three (3) Federal Fiscal Years (2019-2021) funded from the CDBG program and from any program income generated from the expenditure of such funds. The County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
2. By executing this agreement, each party understands that it:
 - a. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program; and
 - b. May receive a formula allocation under the Emergency Solutions Grant (hereinafter "ESG") Program only through the urban county. Provided, however, that this does not preclude the urban county or a unit of government participating with the urban county from applying to the State for ESG funds, if the state allows; and
 - c. May receive a formula allocation under the HOME Program and through the urban county.
3. The term of this Agreement shall be the County CDBG Urban County qualification period of the federal fiscal years 2019-2021, commencing on October 1, 2018, and ending on September 30, 2021, unless an earlier date of termination is fixed by HUD, pursuant to the ACT. This Agreement remains in effect until the CDBG, HOME, and ESG funds and program income received with the respect to activities carried out for Program Years 2019, 2020, and 2021 and any successive qualification periods are expended and the funded activities

are completed. The County and the City cannot terminate or withdraw from this Agreement except at the end of each three year qualification period.

4. This Agreement automatically renews to consecutive three (3) year terms, unless the County or the City provide written notice at least sixty (60) days prior to the end of the term that it elects not to participate in a new qualification period. A copy of that notice must be sent to the HUD Field Office. Before the end of each three (3) year term, the County will notify the City in writing by the date specified in HUD's Urban County qualification notice for the next qualification period of its right not to participate in the urban county for a successive three (3) year term with a copy of the notification sent to the HUD Field Office.
5. The Parties to this Agreement agree to adopt any amendments to this Agreement incorporating any changes necessary to meet the requirement for Cooperation Agreements set forth in the Urban County Qualification Notice by HUD applicable for a subsequent three (3) year urban county qualification period. Any amendment to this Agreement shall be submitted to HUD as provided in the urban county qualification notice as required and that such failure to comply will void the automatic renewal for such qualification period.
6. The County and the City agree to cooperate to undertake, or assist in undertaking community renewal and lower-income housing assistance activities.
7. The County and the City will take all actions necessary to assure compliance with Thurston County's certification required by Section 104 (b) of the Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws.
8. The County will not use CDBG funding for activities in, or in support of a City that does not affirmatively further fair housing within the City's jurisdiction or that impedes the County's action to comply with the County's fair housing certification.
9. The County and the City have each adopted and are enforcing:
 - a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstration; and,
 - b. A policy of enforcing applicable State and local laws against physically barring entrance to, or exit from a facility or location which is the subject of such non-violent civil rights demonstration within jurisdictions.

10. The County and the City will not obstruct the implementation of the approved Consolidated Plan, the Community Development Plan and subsequent Annual Action Plan(s) during the period covered by this Agreement.
11. The County has final responsibility for conducting CDBG activities and annual filing of non-housing Community Development Plan and Action Plan and required certifications with HUD. The Thurston County HOME Consortium will submit the Consolidated Plan.
12. The County, as recipient pursuant to 24CFR 570.501 (b), is responsible for ensuring that all funds are used in accordance with all program requirements. The use of designated public agencies, sub-recipients, or contractors does not relieve the recipient of this responsibility. The County is also responsible for determining the adequacy of performance under sub-recipient agreements and procurement contracts, and for taking appropriate action when performance problem arise, such as the actions described in 24CFR 570.910.
13. Where the City is participating with, or as part of an urban county, the County is responsible for applying to the City the same requirement of a written agreement as described in 24 CFR 570.503, except that the five-year period identified under 24CFR 570.503 shall begin with the date that a participating City is no longer considered by HUD to be a part of the urban county, instead of the date that the sub-recipient agreement expires.
14. The County and the City may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years 2019, 2020, and 2021, the years during which the City is participating in the Thurston County CDBG Program.
15. Pursuant to the Consolidated and Further Continuing Appropriations Act, 2015, Pub L. 113-235, a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian Tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title 1 of the Housing and Community Development Act of 1974, as amended.
16. The County and the City agree to execute a Memorandum of Understanding (MOU) determining the governance structure, including decision and administrative processes to carry out the terms of this Agreement.
17. This Agreement creates no separate legal entity.

18. Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites of the County and the City as provided by RCW 39.34.040.
19. This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties agree that venue for enforcement of any provisions shall be the Superior Court of Thurston County.
20. This Agreement shall be effective upon the signature by the last of the parties hereto.

Thurston County

City of Lacey

Bud Blake, Chair of Board

Scott Spence, City Manager

Date: _____

Date: _____

Approved as to form:

Approved as to form:

County Prosecuting Attorney:

By: _____

By: _____

Deputy

City Attorney

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

This memorandum of understanding (MOU) is entered into triplicate originals between Thurston County (hereinafter the "County"), a political subdivision of the State of Washington, and the cities of Lacey and Tumwater (hereinafter the "Cities"), municipal corporations within Thurston County, for purposes of defining a governance, decision making and administrative structure to manage the Community Development Block Grant (hereinafter the "CDBG") entitlement funding. These CDBG funds are referenced in the Interlocal Cooperation Agreement (Agreement) between the County and the Cities to participate and receive funds under the federal CDBG entitlement program.

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

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

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

- I. The County shall be the administrator of the CDBG Entitlement Program in accordance with the provisions of the Agreement referenced above.
- II. Decisions for the division of CDBG funding for each year within the three year term of the agreement shall be made by committee consisting of an equal number of representatives from each of the three parties. Provided, however, that over the three year term of the Agreement, each of the parties shall receive CDBG grant funds in an amount equal to the annual allocation of CDBG grant funds unless specifically waived by a party to this agreement.
- III. This Memorandum of Understanding will terminate in coordination with the end date of the Agreement.
- IV. This Memorandum of Understanding creates no separate legal entity.
- V. Prior to its entry into force, this Memorandum of Understanding shall be filed with the Thurston County Auditor's Office or posted upon the websites of the County and Cities as provided by RCW 39.34.040.
- VI. This Memorandum of Understanding shall be governed by the laws of the State of Washington as to interpretation and performance. The parties agree that venue for enforcement of any provisions shall be the Superior Court of Thurston County.

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

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

Thurston County

City of Lacey

Bud Blake, Chair of Board

Scott Spence, City Manager

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Deputy Prosecuting Attorney

Attorney

City of Tumwater

Pete Kmet, Mayor

Date: _____

Approved as to form:

Attorney



May 20, 2018

Mayor Andy Ryder
Lacey City Council
601 4th Avenue East
Lacey, WA 98503

RE: City of Lacey Involvement in the 2018 Pride Festival & Parade, June 10, 2018

To the honorable Mayor Ryder and Lacey City Council,

I'm writing on behalf of Capital City Pride to request the City of Lacey's involvement in the upcoming 2018 Pride Festival and Parade to be held on June 10th in Olympia. Because of the strong history of support for diversity, the tri-city area of Lacey, Olympia and Tumwater have been home to one of the best small town Pride Festivals for 28 years. We ask you to continue that tradition with the following actions:

- **Rainbow Flag Atop City Hall:** Please consider flying a rainbow flag atop City Hall from June 1 through the end of the Pride Festival on June 10th.
- **Pride Parade:** We request your participation in our Pride Parade, Sunday June 10th, 12 noon – 1 pm (line up at 10:30am).

If you have questions or need more information, please contact me as listed below or visit the Capital City Pride website at www.capitalcitypride.net . Again, thanks for supporting Capital City Pride as we prepare to celebrate **PRIDE 2018!**

Sincere regards,

Gina Thompson
Capital City Pride, Chair
Gina@capitalcitypride.net

Celebrating PRIDE in the Greater Olympia Area Since 1991

DRAFT TOPLINE DATA

SAMPLE:	444 Adult Residents of Lacey
SAMPLE FRAME:	Registered Voter Households: At least one member is registered to vote in Lacey
MARGIN OF SAMPLING ERROR:	±4.7% at the 95% level of confidence
DATA COLLECTION:	131 Landline Telephone Survey with Live Interviewers 119 Cell phone survey with Live Interviewers 194 Online
FIELD DATES:	April 24 – May 11, 2018
HOME:	OWN = 79% RENT = 19%
GENDER:	MALE = 45% FEMALE = 54%
<ul style="list-style-type: none">• The questions are presented here as they were asked in the interview• The figures in bold type are percentages of respondents who gave each answer.• Percentages may not add to 100% due to rounding.	

1. These first questions are about Lacey City Parks. Overall, how would you rate the parks in Lacey? Would you say:

ROTATE TOP/BOTTOM

- 28** Excellent
- 47** Good
- 16** Satisfactory
- 1** Unsatisfactory
- * Poor
- 9** DK/NA

2. I am going to read the names of some parks and facilities in your area. As I read each one, I would like to know how many times – if at all – anyone from your household visited that facility in the last year. You can say None, Once or Twice, 3 or 4 Times, or 5 or more times

	NONE	1-2	3-5	6+	NA
1: Rainier Vista Community Park	38	19	15	24	5
2: Wonderwood Park.....	52	23	8	12	5
3: Long Lake Park	53	22	9	10	7
4: Meridian Park.....	70	11	4	6	9
5: Thornbury Park.....	68	12	4	6	10
6: Lakepointe Park.....	68	12	5	7	9
7: Avonlea Park	78	7	2	4	9
8: Bush Park	65	15	7	6	8
9: Homann Park	69	15	4	4	8
10: The Regional Athletic Complex, or R-A-C	43	19	13	20	6

3. Are there any parks in Lacey where you do not feel safe? [DO NOT READ]

- 53 NO
- 6 Wonderwood Park
- 2 Rainier Vista Community Park
- 1 Homann Park
- 1 Avonlea Park
- 1 Long Lake Park
- * Meridian Park
- * Thornbury Park
- * Lakepointe Park
- * Bush Park
- 4 [OTHER]
- 33 DK/NA

- 4.** During the last 12 months, have you participated in a recreation program (day camps, sports leagues, special interest classes, swim lessons, trips) offered by the City of Lacey?
17 Yes
- 5. IF NO:** What are some reasons you do not participate in City recreation programs?
20 Not aware of programs offered by the city of Lacey
16 Not physically able to participate
12 Do not have the activities I am interested in
9 I participate in private club or YMCA
8 Offered at inconvenient times
6 Cannot afford the cost
2 Have transportation or parking problems
1 Program was already full
1 Need childcare in order to participate
 * Unsatisfied with instructors/supervisors
22 Other:
21 NA
- 6.** Would you be inclined to support or oppose an increase in taxes to pay for maintenance of parks, trails and other recreational facilities? Would you [READ 1-4] such a measure?
18 Definitely Oppose
13 Probably Oppose
37 Probably Support
24 Definitely Support
9 UNDECIDED
- 6.1.** What would be the main reason you would be inclined to **oppose** such a measure?
 No new Taxes 59%....Can't Afford it 9%....Don't Use Them 8%....City Wastes Money 8%
 Not Needed, Parks OK 7%....City has the Money 3%
- 6.2.** What would be the main reason you would be inclined to **support** such a measure?
 Kids, Family Place 21%....Good for Community 18%...Keep Parks Maintained 15%....We use them 8%
 Enjoy Parks, Outdoors 7%....Important, Needed 6%....Need More Parks 4%.... Improvements 3%
- 7.** Would you be inclined to support or oppose an increase in taxes to pay for the development of parks, trails, and other recreational facilities? Would you [READ 1-4] such a measure?
18 Definitely Oppose
14 Probably Oppose
34 Probably Support
23 Definitely Support
12 UNDECIDED
- 7.1.** What would be the main reason you would be inclined to **oppose** such a measure?
 No new Taxes 53%.... Not Needed, Parks OK 10%.... Don't Use Them 8%.... Have Enough Parks 8%
 Can't Afford it 6%.... City Wastes Money 5%....City has the Money 3% Higher Priorities 3%
- 7.2.** What would be the main reason you would be inclined to **support** such a measure?
 Good for Community 19%... Need More Parks 15%....Kids, Family Place 14%.... Enjoy Parks, Outdoors 12%
 Important, Needed 7%.... We use them 7%....Keep Parks Maintained 6%....Quality of Life 5%....Improvements 5%

- 8.** As you know, Parks & Recreation is funded as part of the Lacey city budget. Some cities around the state have formed a Metropolitan Park District to administer their parks and provide a dedicated funding source for developing and maintaining parks and recreation programs and facilities.

There is discussion about forming a Metropolitan Park District for Lacey. A Park District would provide funding for improving existing parks and funding future parks and facilities. It would be governed by the City Council and would have a separate taxing authority creating the dedicated funding source – similar to the recent voter-approved measure in the City of Olympia, or a School District.

As you understand it today, would you favor or oppose creating a Metropolitan Park District for Lacey?

30 Oppose
41 Favor
29 DK/NA

- 9.** Would you favor or oppose a tax increase in Lacey for the purpose of maintaining and developing parks and recreation assets and programs if it increased your property tax by \$127 per year, based on a home value of \$270,000 (this is the average home value in Lacey). This is \$0.47 cents per \$1,000 dollars of assessed value.

47 Oppose
45 Favor
8 DK/NA

- 10.** The following are some parks and recreation projects that are under consideration in Lacey. Given that resources are limited, some choices must be made. As I read each of these potential programs, please tell me if you think that should be Not a Priority at all, a Low Priority, a High Priority or a Top Priority for Lacey.

ROTATE	NOT	LOW	HIGH	TOP	DK
A Develop new Meridian Campus North Park in NE Lacey	23	31	20	4	21
B Develop Wanschers Park swim beach on Hicks Lake	19	30	25	9	17
C Develop Indoor Sports Arena, for track & field, soccer, baseball, basketball, and volleyball courts.	21	30	26	12	11
D Expand Regional Athletic Complex, adding sports fields and related facilities	20	36	24	7	13
E Develop walking, hiking, and biking trails at Greg Cuoio Park in NW Lacey	18	26	27	11	18
F Develop walking and hiking trails at Pleasant Glade Park in Northwest Lacey	20	30	27	6	18
G Add sports fields at Meridian Park, located at Willamette Drive Northeast and Campus Drive Northeast. [wil-LAM-it]	23	34	21	6	17

- 11.** As a department of City government, Lacey Parks and Recreation is a public agency supported by local tax dollars. Overall, how would you rate the value your household receives from Lacey Parks and Recreation? Would you say...
- 3** Poor
 - 4** Unsatisfactory
 - 34** Satisfactory
 - 32** Good
 - 15** Excellent
 - 11** DK/NA
- 12.** When it comes to getting information about the City of Lacey and its programs and services, which of the following are most useful to you?
- 40** The city newsletter called "LaceyLife"
 - 39** City website
 - 24** Newspaper
 - 20** Facebook
 - 9** Radio
 - 8** Cable Channel 3(TCTV)
 - 4** YouTube
 - 2** Twitter
 - 10** OTHER
 - 4** DK
- 13.** I have just a few last questions for our statistical analysis. How old are you?
- 12** 18-35
 - 28** 36-50
 - 29** 51-64
 - 17** 65-74
 - 13** 75+
 - 1** NA
- 14.** Which of these best describes your household at this time?
- 29** Couple with Children at Home
 - 37** Couple with No Children at Home
 - 6** Single with Children at Home
 - 26** Single with No Children at Home
 - 2** [DK/NA]
- 15.** Do you own or rent the place in which you live?
- 79** Own
 - 19** Rent
 - 2** DK/NA

16. Which of the following best describes you at this time? Are you. . .

- 9 Self-Employed or Business Owner
- 22 Employed in Private Business
- 24 Employed in the Public Sector, Like a Govt Agency or Educational Institution
- 5 Not employed outside the home
- 3 Student
- 37 Retired
- 2 [DK/NA]

17. What is your race or ethnicity? Would you describe yourself as...

- 4 African American / Black
- 4 Asian / Pacific Islander
- 77 Caucasian / White
- 4 Hispanic / Latino
- 2 Native American
- 5 [OTHER]
- 6 [DK/NA]

18. Finally, I am going to list four broad categories. Just stop me when I get to the category that best describes your approximate household income - before taxes - for this year.

- 23 \$50,000 or less
- 25 \$50 to 75,000
- 18 \$75 to 100,000
- 23 Over \$100,000
- 12 [DO NOT READ: NO ANSWER]

19. RECORD GENDER

- 45 MALE
- 54 FEMALE
- 1 OTHER