



BUCKLEY CITY COUNCIL AGENDA **AMENDED**

Tuesday, May 27, 2025, at 6:00 P.M.

Multi-Purpose Center, 811 Main Street

Next Ordinance #04-25, Next Resolution #25-03, Next Agenda Bill #25-022

Or Via Zoom:

<https://us02web.zoom.us/j/83366597529?pwd=N2hMTmh5eEZ4TGpJd2dpbFp0cnkvdz09>

Call-in Number: 253-215-8782

Meeting ID: 833 6659 7529 Meeting Passcode: 863441

A. **CALL TO ORDER**

1. Pledge of Allegiance
2. Roll call
3. Agenda Modifications
4. Announcements, Appointments and Presentations
 - a. Proclamation recognizing Representative Penner and Representative Stokesbary

B. **PUBLIC COMMENTS** - *Time Limit of Three Minutes* (Citizens wishing to speak are Encouraged to sign up at City Hall by Wednesday prior to the Council Meeting)

C. **COMMITTEE REPORTS**

1. Mayor's Report Burkett
2. Citizens Advisory Commission
3. Planning Commission

D. **REGULAR AGENDA**

1. **PUBLIC HEARINGS**

- a. Comp Plan Update

2. **NEW BUSINESS**

- a. ~~Approval of new City of Buckley Logo~~
- b. License Agreement between the City of Buckley and the Buckley Chamber of Commerce (Audio Speakers)
- c. ILA to renew our agreement with DSHS for Protection Services
- d. Consultant Service Agreement for ALS Physician

E. **STAFF REPORTS**

1. City Administrator Update

F. **PUBLIC COMMENTS** - *Time Limit of Three Minutes*

G. **COUNCIL MEMBER COMMENTS & GOOD OF THE ORDER**

H. **ADJOURNMENT**

B. PUBLIC COMMENTS

C. COMMITTEE REPORTS

D. REGULAR AGENDA



CITY OF BUCKLEY NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN of a public hearing on the adoption of the periodic update to the Comprehensive Plan.

The periodic comprehensive plan update is a required long-term planning document that outlines the vision for the future of Buckley.

The Buckley City Council will conduct a public hearing on the Comprehensive Plan. **The hearing will start shortly after 6:00 pm (during the regularly scheduled Council meeting) on Tuesday, May 27, 2025, at 811 Main Street, Buckley, WA 98321.**

The public is invited to attend the hearing and all interested persons may provide oral or written comments or testimony at the hearing.

The City will accept written public comment until 4 pm the day prior to the hearing.

Comments shall be delivered to City Hall located at 811 Main Street, emailed to tzumek@cityofbuckley.com or mailed to PO Box 1960, Buckley, WA 98321. Copies, staff report, and all documents and evidence relied upon are available for examination and inspection, at no cost, in the Buckley Building and Planning Office located office at 240 S River Ave, Buckley, WA 98321. Requests for information may be directed to Chris Farnsworth, Senior Planner and the City's point of contact at 360.761.7819 or cfarnsworth@cityofbuckley.com.

COMPREHENSIVE PLAN AMENDMENT HEARING

May 27, 2025

This public hearing will mainly be focused on addressing compliance comments provided by the Department of Commerce.

While the focus is addressing the compliance comments from Commerce, any topic related to the comprehensive plan can be discussed and reviewed. City Council and members of the public can make comments on any area of the document.

Proposed Changes

1. Land use and planning tools to reduce and mitigate wildfire risk.
2. Identifying areas that have a high risk of residential displacement.
3. Accommodating growth for emergency housing.
4. Including a direct reference to the Racially Disparate Impact report in the Housing element.

1. LAND USE AND PLANNING TOOLS TO REDUCE AND MITIGATE WILDFIRE RISK.

63.7% of Pierce County residents). This type of discrepancy is usually indicative of racial exclusion. Factors that can contribute to racial exclusion include a lack of affordable housing (often produced by a heavy preponderance of single family zoned areas), and lack of transportation and economic opportunity. Buckley is remote, however even compared to neighboring cities Enumclaw and Bonney Lake, Buckley lacks diversity (Enumclaw and Bonney Lake are 79% and 76% White (not Hispanic or Latino) respectively). This plan focuses on what is most in Buckley's control - decreasing barriers to affordable housing.

Resource protection, Environmental Hazard and Climate Mitigation

The area adjacent to the White River sustains healthy populations of fish, mammals, birds, insects, reptiles, amphibians and plant life. This biodiversity should be protected. It is important to consider long-term ecosystem health and work to maintain adequate habitat and ensure the continued viability of a diversity of species to ensure the waterfront is an ecologically thriving resource for future generations. The land use element is the only element in the Comprehensive Plan that discusses critical areas, storm water, and pollution controls. The city's only flood plains are next to the river; the steepest slopes are on the north side between the residential areas and the river where the city's Shoreline Management Program allows no residential or commercial development. Preventing development along the White River also reduces the potential for residential flooding brought whose risk is intensified by climate change. Buckley is surrounded by unincorporated land, much of which is forested and susceptible to wildfire. As the climate warms, cities like Buckley, located on the wildland urban interface, need to take precautions to alleviate the risk of wildfire. The Washington State Department of Natural Resources is responsible

for creating up to date maps of the Wildland Urban Interface to assist jurisdictions as they complete their land use planning. WADNR was in the process of updating the WUI map during Plan development, and as such, the map did not drive planning efforts (See the Map Folio at the end of the Plan for the existing WUI map). As a member of the East Pierce Interlocal Coalition for Emergency Management, Buckley works with other local jurisdiction on hazard mitigation including for potential forest fires.

Pierce County Planning Policies highlight the importance of planning for climate resiliency and mitigation, and several policies have been added to comply with those mandates.

Intergovernmental coordination

Buckley's success is linked to both its neighbors as well as regional and state governing bodies and agencies such as the Department of Transportation (WSDOT). Many land use decisions need to be made based on an understanding of what is happening outside the city. This is particularly true for coordinating development with transportation investment (not only highways, but also bike and pedestrian trails and pathways) as well as developing contiguous habitat corridors and managing watersheds. Buckley should communicate and work with these other agencies to maximize the impact of City investments.

Residential land use

Preserving the beneficial elements of Buckley's historic rural character includes maintaining open spaces and view corridors to help encourage an outdoor aesthetic and access to nature. Encouraging clustering of development allows maintenance of open space and helps protect sensitive areas, while reducing the cost of providing utilities and services. Adding density and height allowances in certain locations is crucial for ensuring that housing types affordable to low income households can be built within

move into the community and current residents are able to remain. Dispersing affordable housing throughout the community would ensure a mix of incomes within neighborhoods. Special incentives for low- and moderate-income housing should be used as a means to promote affordable housing units by private or nonprofit developers. In the past, the Growth Management Act did not disaggregate housing growth targets by income bracket, however, new legislation (HB 1220) now requires cities to plan for a wide variety of income levels. Generally speaking, lower income households cannot afford single family homes in Pierce County, so many cities, including Buckley, need to designate new areas that allow apartment buildings and other higher density housing types. Department of Commerce guidance indicates that households making between 0-50% area median income can most feasibly find housing in apartment buildings, while those making between 50-100% AMI can often find housing in moderate density middle housing which includes townhomes, duplexes, triplexes and other multi-unit dwelling types. Those making over 100% median income can usually afford single family homes. The future land use map found in the Land Use Element reflects changes that accommodate these new housing types. During public engagement efforts for the Housing Action Plan (see Appendix B, pg 134), respondents identified a number of regulatory



Mid Rise High Density
0-50% Area Median Income



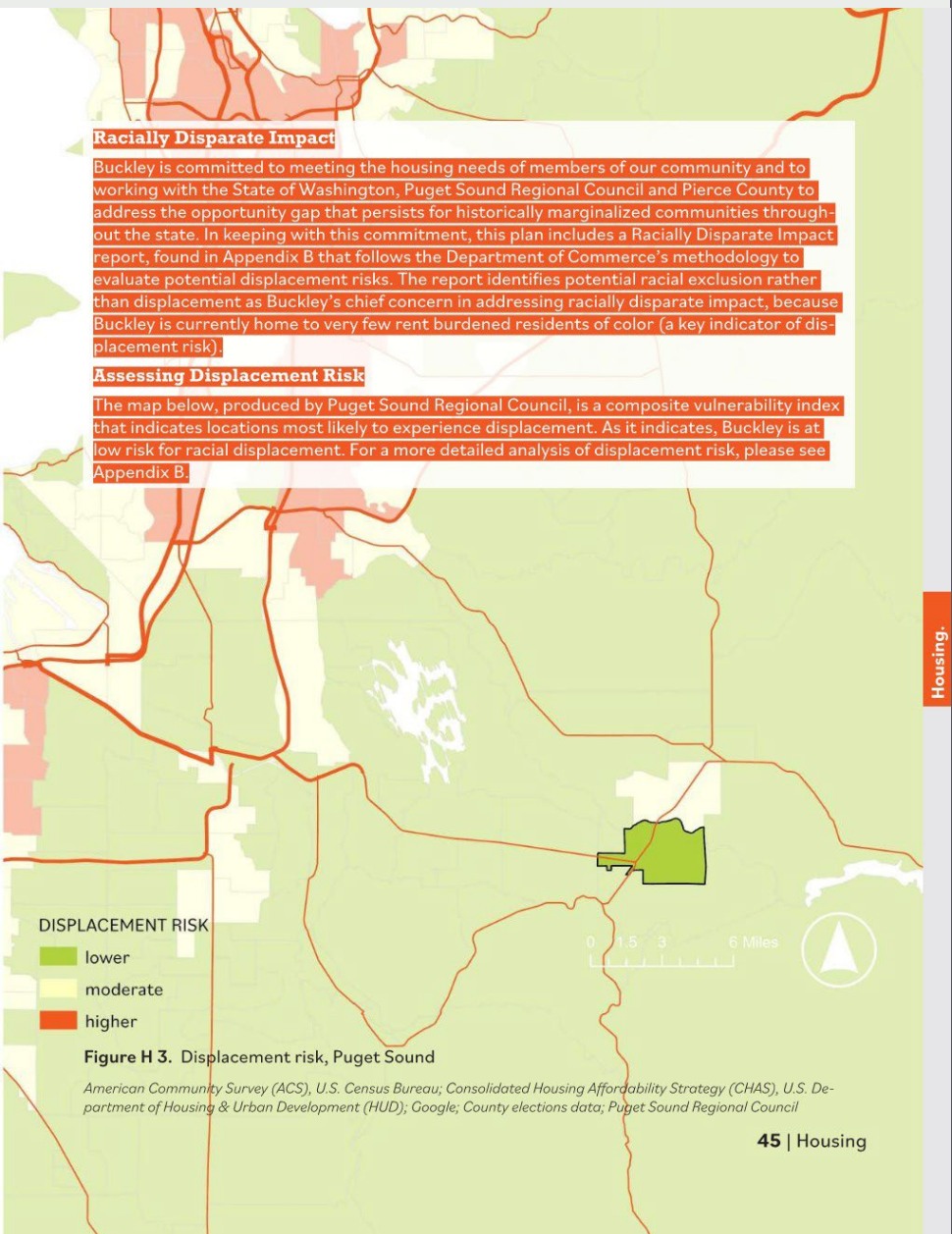
Low Rise Moderate Density
50-100% Area Median Income



Low Density
100%+ Area Median Income

barriers that prevent affordable housing production in Buckley. In particular, they cited challenges with building ADUs due to the development code's small maximum ADU size of 800 square feet, expensive permit fees and a requirement for owner occupancy either in the principal unit or the ADU. Updates to state law since the last periodic update require the City to increase the maximum ADU size to at least 1000 square feet and nullify owner occupancy requirements, helping to alleviate these challenges. Another challenge is the City's lack of a ladder fire truck, meaning that development is capped at 35 feet to ensure emergency access. Additionally, in 2024 the development code allowed a maximum density of 21 units/acre in the Neighborhood Mixed Use zone for senior housing and 14 units per acre for multifamily housing (the highest density allowed in Buckley). This poses a significant barrier to providing deeply affordable units which are typically only feasible as low rise and mid rise apartment complexes per Commerce guidance. For a further discussion of barriers see the Housing Action Plan, pg 125.

2. Identifying areas that have a high risk of residential displacement.

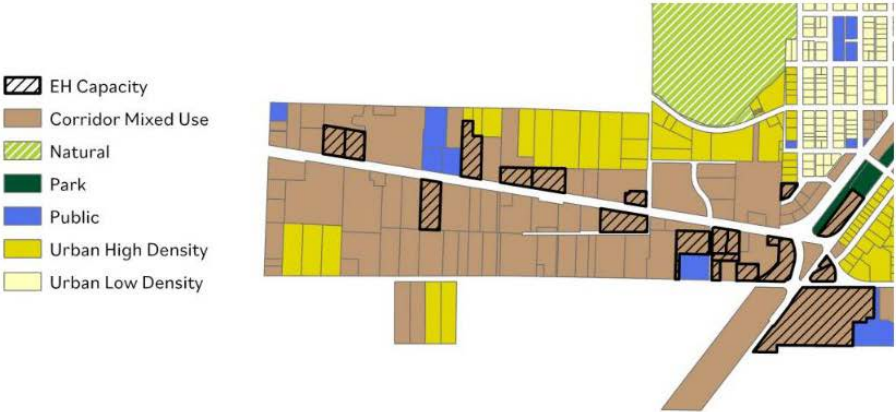


2. Identifying areas that have a high risk of residential displacement.

3. ACCOMMODATING GROWTH FOR EMERGENCY HOUSING

Emergency Housing

Guidance from the Department of Commerce indicates that Buckley can fulfill most of its Emergency Housing allocation with existing hotels and motels **beds**. Buckley's Econo Lodge located on Highway 410 has 40 rooms, and the Buckley Inn has 14 (44 rooms in all). **The City has capacity for the remaining 33 beds within the Corridor Mixed Use land use designation. The map below shows vacant lots within Corridor mixed use that will continue to allow hotels and motels. At 60 beds/acre these lots have capacity for 874 beds with critical area and market factor deductions.** Buckley's code does not currently have guidelines to address emergency housing. The code will be updated to allow emergency housing in all zones that allow hotels and motels. Standards for emergency housing will not be more stringent than those allowed by RCW 35A.21.430 and RCW 35.21.683.



Area Median Income (AMI)

Area Median Income is based on Pierce County's median income. The table below shows qualifying incomes for affordable housing for each income bracket by household size.

	Persons in family							
	1	2	3	4	5	6	7	8
Extremely low income (0-30% AMI)	\$24,350	27,800	31,300	34,750	37,550	41,960	47,340	52,720
Very low income (30-50% AMI)	40,550	46,350	52,150	57,900	62,550	67,200	71,800	76,450
Low income (50-80% AMI)	64,900	74,150	83,400	92,650	100,100	107,500	114,900	122,300

HUD 2024

3. ACCOMMODATING GROWTH FOR EMERGENCY HOUSING

Housing Needs Table

An inventory and analysis of existing and projected housing needs over the planning period, by income band, consistent with the jurisdiction’s share of countywide housing need, as provided by Commerce.

Figure H 1. Permanent Housing Needs by Income Level (% of Area Median Income)

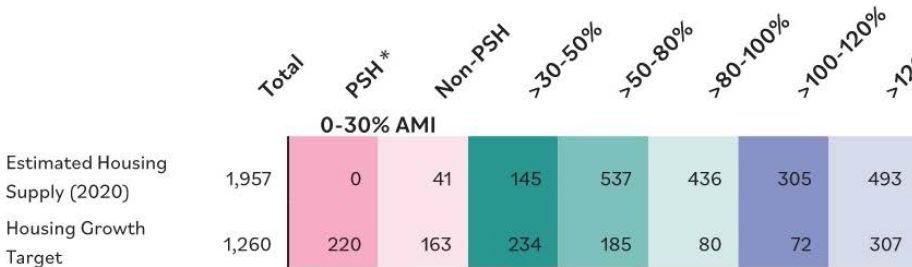
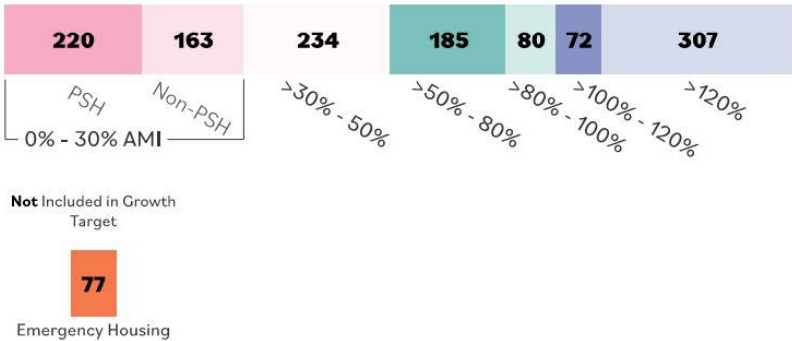
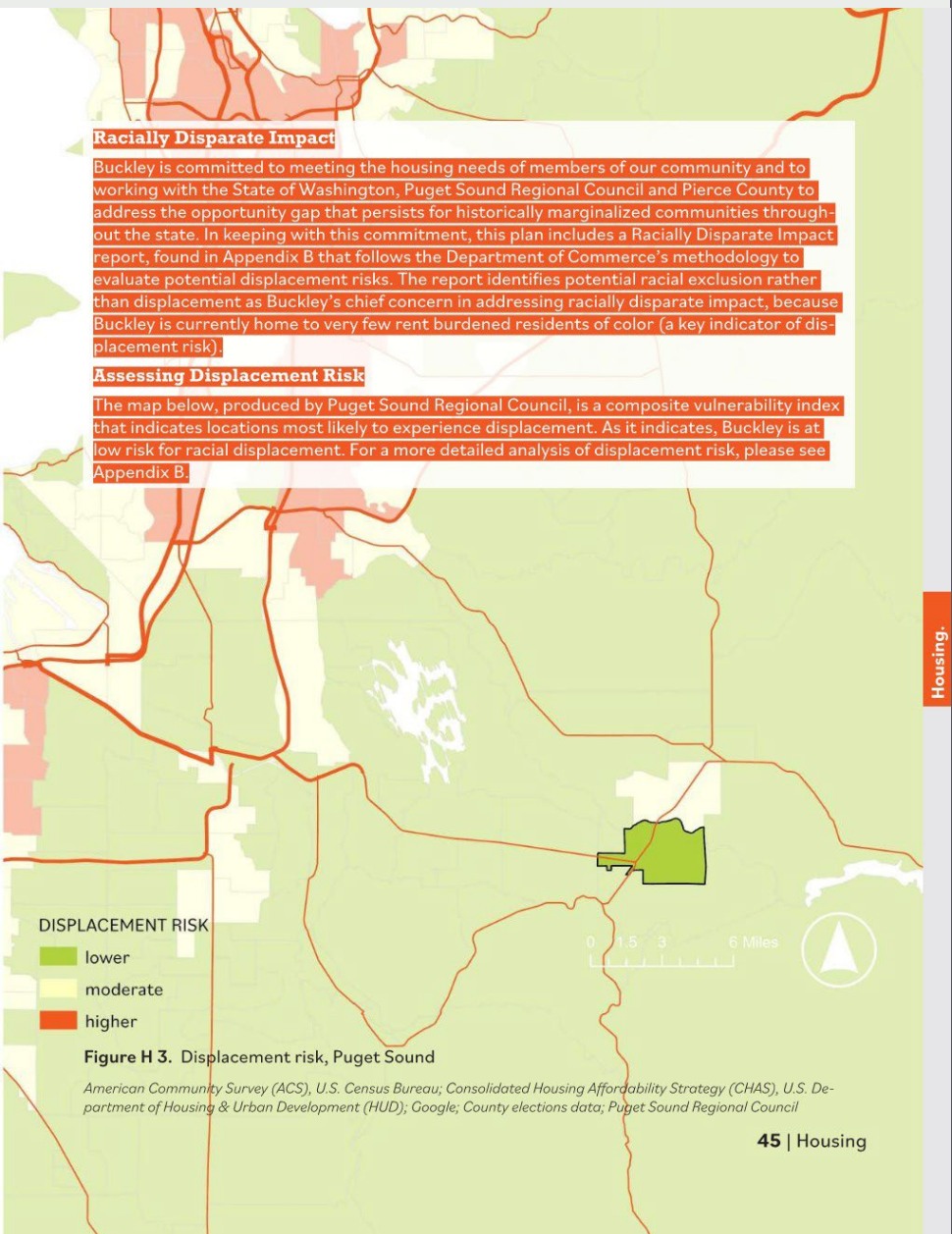


Figure H 2. Buckley housing growth target for 2044 by income bracket



Housing Connectivity: Ensuring that neighborhoods are well-connected to amenities and community services and facilities is another goal in the housing element. This goal rests on the premise that neighborhoods, which are physically connected and easily accessible by foot, bike and automobile, provide for a safer, healthier and more enjoyable environment. This goal is encouraged through policies that promote a street grid system (which is generally thought to be more conducive for improved accessibility and orientation) and by requiring developers to provide connections to other neighborhoods, paths and trails where possible.



4. Including a direct reference to the Racially Disparate Impact report in the Housing element.

Thank you.

Questions?
Comments?



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: License Agreement between the City of Buckley and Buckley Chamber of Commerce to install and operate speakers along Main Street in support of community events.	Agenda Date: May 27, 2025		AB25-023
	Department/Committee/Individual	Created	Reviewed
	Mayor		
	City Administrator		X
	City Attorney	X	X
	City Engineer		X
	City Clerk		
	Finance Dept		
	Fire Dept		
	Parks & Recreation		
	Planning Dept		X
	Police Dept		X
	Municipal Court		
	PW/Utilities		X
Staff Contact: Courtney Brunell			
Attachments: Draft Agreement			
SUMMARY STATEMENT: The attached agreement between the City of Buckley and the Buckley Chamber of Commerce formalizes a partnership to install and operate a speaker system along Main Street to support community events. This project was approved and funded as part of the 2025–2026 biennial budget using Lodging Tax Advisory Committee (LTAC) dollars. Under the agreement, the Chamber will purchase, install, own, and maintain the speaker system. Equipment may be mounted on the existing poles that support the catenary lights downtown, as well as on the exterior of the Buckley Multipurpose Center (MPC). A central mixer box will be installed at the MPC to allow event organizers to access the system with City approval and a valid event permit. In addition to the speaker system, the existing catenary lighting will be restrung as part of the project. Use of the system must comply with City regulations, including applicable noise standards and right-of-way permit requirements.			
COMMITTEE REVIEW AND RECOMMENDATION: None			
RECOMMENDED ACTION: Move to approve the License Agreement between the City of Buckley and Buckley Chamber of Commerce.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

**LICENSE
AGREEMENT**
Between
The City of Buckley
and
The Buckley Chamber of Commerce

This Agreement (“Agreement”) is entered into on this ____ day of _____, 2025, by and between the City of Buckley, a municipal corporation organized under Title 35A of the Revised Code of Washington (the “City”), and the Buckley Chamber of Commerce, a Washington nonprofit corporation (the “Chamber”).

RECITALS:

1. The Chamber of Commerce would like to install and operate audio speakers and associated equipment on City owned property.

2. The speakers will be used to community events and enhance the City’s commercial areas by providing music and community information for community events and providing music and other public information at other times as desired by the Chamber. The City may restrict use of the speakers at any time as found necessary to comply with applicable law and to avoid nuisances.

3. In exchange for the community services provided by the speakers, the City is granting this license for street use, will allow use of City power via its light poles and waives street use permit application fees and other required City permit fees,

In consideration of the mutual promises set out in this Agreement, the Chamber and the City agree as follows:

1. Term of Agreement.

The Parties intend for the term of this License to be June 15, 2025 through July 31, 2035. The term of this License may be extended in writing by mutual agreement of the parties. I

2. Chamber Obligations.

The Chamber agrees to limit use of the speakers to the speakers to providing music and community information for community events and providing music and other public information at other times as desired by the Chamber and approved by the City. The Chamber shall comply with all applicable City regulations, including City noise standards (Chapter 8.30 BMC) and requirements for special use and right-of-way use permits (Chapters 13.35 and 6.50 BMC). The speakers shall be installed, purchased, owned, maintained and operated by the Chamber. The chamber shall acquire approval of a right of way permit for installation and use of the speakers on City streets. Speaker equipment may be affixed to the City of Buckley Multipurpose center in locations approved by the City Administrator. The speakers themselves may be installed upon light fixtures located on Main Street upon light fixtures approved by the

City Administrator.

3. City Obligations.

The City authorizes installation of the speakers upon the light poles located at [locations]. The speakers may use City power for operation at no cost to Chamber. The city shall waive permit processing fees for any required permits, including street use and electrical permits.

4. Insurance.

The Chamber shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Chamber, its agents, representatives, or employees.

A. No Limitation

The Chamber's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Chamber to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

B. Minimum Scope of Insurance

The Chamber shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Chamber's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

C. Minimum Amounts of Insurance

The Chamber shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury

and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

D. Other Insurance Provision

The Chamber's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Chamber's insurance and shall not contribute with it.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

F. Verification of Coverage

The Chamber shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

G. Notice of Cancellation

The Chamber shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

H. Failure to Maintain Insurance

Failure on the part of the Chamber to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Chamber to correct the breach, immediately terminate the Agreement or, at its

discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Chamber from the City.

I. City Full Availability of Chamber Limits

If the Chamber maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Chamber, irrespective of whether such limits maintained by the Chamber are greater than those required by this Agreement or whether any certificate of

insurance furnished to the City evidences limits of liability lower than those maintained by the Chamber.

5. Indemnification

Chamber shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Chamber in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Chamber and the City, its officers, officials, employees, and volunteers, the Chamber's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Chamber's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Chamber's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The Parties intend for the provisions of this section to apply beginning January 1, 2020, and shall survive the expiration or termination of this Agreement.

6. Termination.

As with all street use permits, this license may be revoked and terminated by the City at any time with at least 60 days notice. The notice period may be reduced by the City as reasonably necessary to make necessary repairs, to meet funding opportunities or any other public purpose. Chamber shall remove the speakers and restore affected areas to pre-existing conditions within the termination notice period.

7. Choice of Law.

This Agreement and the rights of the parties will be governed and interpreted in accordance with the laws of the State of Washington and venue for any action will be in Pierce County, Washington.

Subject to the limitations set forth in RCW 4.84.330, each party agrees to bear its own costs and attorneys' fees generated by any dispute arising out of this Agreement.

8. Notices, Reports & Correspondence.

All notices or communications permitted or required to be given under this Agreement will be in writing and will be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address for the party set forth above, or if to a person not a party to this Agreement, to the address designated by a party to this Agreement.

All notices, reports, and correspondence will be sent to:

City of Buckley
City Administrator
811 Main St.
Buckley, WA 98321

Chamber

9. Signature Authority.

This Agreement may be executed in counterparts, each of which will be one and the same Agreement and will 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 BUCKLEY

Beau Burkett, Mayor

Date

BUCKLEY CHAMBER OF COMMERCE

By _____
Title _____
Federal Tax ID # _____ Date _____

APPROVED AS TO FORM:

Phil Olbrechts, City Attorney



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Interlocal Agreement for Fire Protection and Emergency Medical Services with DSHS (Rainier School)	Agenda Date: May 27, 2025		AB25-024
	Department/Committee/Individual	Created	Reviewed
	Mayor		
	City Administrator		
	City Attorney		
	City Engineer		
	City Clerk		
	Finance Dept		
	Building Official		
	Fire Dept	X	
	Community Services		
	Planning Dept		
Fiscal Impact: n/a	Police Dept		
Fund Source: n/a	Municipal Court		
Timeline: July 1, 2025 – June 30, 2027	PW/Utilities		
Staff Contact: Eric Skogen, Fire Chief			
Attachments: Interlocal Agreement for Fire and Emergency Medical Services with DSHS			
<p>SUMMARY STATEMENT: The City of Buckley Fire Department provides fire protection and emergency medical services to Rainier State School under an interlocal agreement. The current agreement is set to expire on June 30, 2025. In consideration for providing fire and emergency medical services, DSHS is assessed a protection fee of \$0.11 per square foot of each existing structure on the campus. The current area of 848,539 sf x \$0.11 equates to an annual amount not to exceed \$93,339.29 or \$7,778.27 monthly, for the period of July 1, 2025, through June 30, 2027. This formula was adopted by DSHS as an equitable assessment that is applied to other like institutions throughout the state. 90% of the funds generated from this revenue goes into Fund 030 for capital replacement of fire department apparatus and equipment.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: Move the Approve the Interlocal Agreement for Fire Protection and Emergency Medical Services with DSHS (Rainier School)			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	



 <p>Washington State Department of Social & Health Services</p> <p><i>Transforming lives</i></p>	<h2>INTERLOCAL AGREEMENT</h2>		DSHS Agreement Number: 2564-62723	
This Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.			Program Contract Number: Contractor Contract Number:	
CONTRACTOR NAME The City of Buckley		CONTRACTOR doing business as (DBA) The City of Buckley		
CONTRACTOR ADDRESS PO Box 1960 Buckley, WA 98321-1960		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 271-000-333	DSHS INDEX NUMBER 1696	
CONTRACTOR CONTACT Eric Skogen	CONTRACTOR TELEPHONE (360) 761-7855	CONTRACTOR FAX (360) 829-6415	CONTRACTOR E-MAIL ADDRESS eskogen@cityofbuckley.com	
DSHS ADMINISTRATION Facilities, Finance and Analytics Administration	DSHS DIVISION Office of Capital Programs		DSHS CONTRACT CODE 1000LC-64	
DSHS CONTACT NAME AND TITLE Jeanne Rodriguez Contract Manager		DSHS CONTACT ADDRESS 1115 S Washington St MS45848 Olympia, WA 98504-5848		
DSHS CONTACT TELEPHONE (360)791-6862	DSHS CONTACT FAX (360) 902-7889		DSHS CONTACT E-MAIL ADDRESS rodrijr@dsHS.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No			ASSISTANCE LISTING NUMBER(S)	
AGREEMENT START DATE 07/01/2025	AGREEMENT END DATE 06/30/2027		MAXIMUM AGREEMENT AMOUNT \$186,678.58	
EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference: <input type="checkbox"/> Exhibits (specify): No Data Security Exhibit <input checked="" type="checkbox"/> No Exhibits.				
The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DSHS only upon signature by DSHS.				
CONTRACTOR SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED
DSHS SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED

DSHS General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Central Contracts and Legal Services" means the DSHS central headquarters contracting office, or successor section or office.
 - b. "Confidential Information" or "Data" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
 - c. "Contract" or "Agreement" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
 - d. "CCLS Chief" means the manager, or successor, of Central Contracts and Legal Services or successor section or office.
 - e. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
 - f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - g. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
 - h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key;" a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
 - i. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
 - j. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
 - k. "Program Agreement" means an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS.
 - l. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.

DSHS General Terms and Conditions

- m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
- n. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- o. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
- p. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
- q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
- r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.

2. Amendment. This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.

3. Assignment. The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.

4. Billing Limitations.

- a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.
- b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
- c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.

5. Compliance with Applicable Law and Washington State Requirements.

- a. **Applicable Law.** Throughout the performance of this Agreement, Contractor shall comply with all federal, state, and local laws, regulations, and executive orders to the extent they are applicable to this Agreement.
- b. **Civil Rights and Nondiscrimination.** Contractor shall comply with all federal and state civil rights

DSHS General Terms and Conditions

and nondiscrimination laws, regulations, and executive orders to the extent they are applicable to this Agreement, including, but not limited to, and as amended, Titles VI and VII of the Civil Rights Act of 1964; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act (ADA); Executive Order 11246; the Health Insurance Portability and Accountability Act of 1996 (HIPAA); the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and Chapter 49.60 of the Revised Code of Washington, Washington's Law Against Discrimination. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

In the event of the Contractor's noncompliance or refusal to comply with any applicable nondiscrimination laws, regulations, and executive orders, this Agreement may be rescinded, canceled, or terminated in whole or in part.

c. **Nondiscrimination.**

(1) **Nondiscrimination Requirement.** During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

(2) **Obligation to Cooperate.** Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

d. **Certification Regarding Russian Government Contracts and/or Investments.** Contractor shall abide by the requirements of Governor Jay Inslee's Directive 22-03 and all subsequent amendments. The Contractor, by signature to this Contract, certifies that the Contractor is not presently an agency of the Russian government, an entity which is Russian-state owned to any extent, or an entity sanctioned by the United States government in response to Russia's invasion of Ukraine. The Contractor also agrees to include the above certification in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor does not comply with this certification. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor does not comply with this certification during the term hereof.

6. **Confidentiality.**

a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:

(1) as provided by law; or,

(2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.

b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the

DSHS General Terms and Conditions

Confidential Information by:

- (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
- (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
- (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
 - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
 - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
 - (c) Verifying after transmittal that the fax was received by the intended recipient.
- (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
 - (a) Use a Trusted System.
 - (b) Encrypt the Confidential Information, including:
 - i. Encrypting email and/or email attachments which contain the Confidential Information.
 - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.

Note: If the DSHS Data Security Requirements Exhibit is attached to this contract, this item, 6.b.(4), is superseded by the language contained in the Exhibit.

- (5) Send paper documents containing Confidential Information via a Trusted System.
 - (6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.
- c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.
 - d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.
 - e. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

DSHS General Terms and Conditions

7. **Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.
8. **E-Signature and Records.** An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.
9. **Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
10. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
11. **Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
12. **Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
13. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.
14. **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.
15. **Survivability.** The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations;

DSHS General Terms and Conditions

Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.

16. **Contract Renegotiation, Suspension, or Termination Due to Change in Funding.**

If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Contract or Program Agreement:

- a. At DSHS's discretion, the Contract or Program Agreement may be renegotiated under the revised funding conditions.
- b. At DSHS's discretion, DSHS may give notice to Contractor to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When DSHS determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
 - (3) If the Contractor's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
- c. DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.

17. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the CCLS Chief or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

Additional General Terms and Conditions – Interlocal Agreements:

18. **Disputes.** Both DSHS and the Contractor ("Parties") agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of this Agreement, either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If managers or designees are unable to come to a mutually acceptable decision within five (5)

DSHS General Terms and Conditions

business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DSHS ("Secretary") and the Contractor's Agency Head ("Agency Head") or their deputies or designated delegates. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and Agency Head.

Upon receipt of the referral and relevant documentation, the Secretary and Agency Head will confer to consider the potential options of resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and Agency Head may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and Agency Head are unable to come to a mutually acceptable decision within fifteen (15) business days, they may agree to issue an extension to allow for more time.

The final decision will be put in writing, and will be signed by both the Secretary and Agency Head. If the Agreement is active at the time of resolution, the Parties will execute an amendment or change order to incorporate the final decision into the Agreement. The decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision.

If the Secretary and Agency Head are unable to come to a mutually acceptable decision, the Parties will request intervention by the Governor, per RCW 43.17.330, in which case the governor shall employ whatever dispute resolution methods that the governor deems appropriate in resolving the dispute.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

19. Hold Harmless.

- a. The Contractor shall be responsible for and shall hold DSHS harmless from all claims, loss, liability, damages, or fines arising out of or relating to the Contractor's, or any Subcontractor's, performance or failure to perform this Agreement, or the acts or omissions of the Contractor or any Subcontractor. DSHS shall be responsible for and shall hold the Contractor harmless from all claims, loss, liability, damages, or fines arising out of or relating to DSHS' performance or failure to perform this Agreement.
- b. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.

20. Ownership of Material.

Material created by the Contractor and paid for by DSHS as a part of this Contract shall be owned by DSHS and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Contract but is not created for or paid for by DSHS is owned by the Contractor and is not "work made for hire"; however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

21. Subrecipients.

- a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and

DSHS General Terms and Conditions

this Agreement, the Contractor shall:

- (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Assistance Listing Numbers (ALN) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <https://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)
- b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
- (1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. Overpayments. If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

22. Termination.

- a. Default. If for any cause, either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if either party violates any of the terms and conditions contained in this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given 15 working days to correct the violation or failure. If

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the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party.

- b. Convenience. Either party may terminate this Interlocal Agreement for any other reason by providing 30 calendar days' written notice to the other party.
- c. Payment for Performance. If this Interlocal Agreement is terminated for any reason, DSHS shall only pay for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

23. Treatment of Client Property. Unless otherwise provided, the Contractor shall ensure that any adult client receiving services from the Contractor has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of the Contract, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

Special Terms and Conditions

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "Patient" means any or all of the clients, residents, or patients at Rainier School.
 - b. "Residential Care Services" or "RCS", means a DSHS Division that are responsible for the licensing and oversight of adult family homes, assisted living facilities, nursing facilities, intermediate care facilities for individuals with intellectual disabilities, and certified residential programs.
 - c. "Rainier School" or "RS" means a residential habilitation center owned and operated by the State of Washington, DSHS, Developmental Disabilities Administration (DDA), which is situated at 2120 Ryan Road, Buckley, WA 98321.
2. **Purpose.** The purpose of this Contract is for the Contractor to provide emergency medical, fire suppression, fire protection, and inspection services for the Rainier School (RS) campus in accordance with RCW 35.21.775.
3. **Statement of Work.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
 - a. Provide fire protection and suppression services to all lands, equipment, buildings and their contents, related property improvements, and the personal property of patients and employees located on or at the RS campus in Pierce County, Washington. Contractor shall provide quarterly written performance reports that identify the number of fire and suppression services call responded to at RS, the type of incidents, and the services provided by the Contractor.
 - b. Provide emergency medical services to all people residing, working or visiting the RS campus. Contractor shall provide quarterly written performance reports that identify the number of emergency medical services call responded to at RS, the type of incidents, and the services provided by the Contractor.
 - c. Provide inspections as often as necessary, but not less than annually, across the whole of the RS campus for the purpose of identifying fire code violations and any other law or standard including those set forth by Residential Care Services (RCS) affecting fire and life safety in order to ensure the safety of individuals in RS campus facilities. Upon completion of annual inspections, Contractor shall provide a written report to RS of its findings and recommendations.
 - d. For any significant fire/incident to which the Contractor responds, and the fire/incident results in a required debriefing by RS administration, a representative of the Contractor shall provide consultation during the incident debriefing. For significant fire/incidents to which the Contractor responds, Contractor shall provide a written summary report of the debriefing information Contractor provided to RS.
 - e. The Contractor shall send all required written reports within this Agreement to the DSHS Contract Contact provided on the cover page of this Agreement
4. **Consideration.** Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of \$189,678.58, including any and all expenses, and shall be based on the following:
 - a. In consideration of the goods and services provided by the Contractor under the terms and conditions of this Contract, each year DSHS shall pay the Contractor a fee based upon the sum of the RS total square footage of improvements multiplied by 11 cents per square foot per year.

Special Terms and Conditions

- b. RS total gross square footage as of July 1, 2025, equals 848,539.
 - (1) 848,539 sf x \$0.11 equates to an annual amount not to exceed \$93,339.29 or \$7,778.27 monthly, for the period of July 1, 2025, through June 30, 2027.
- c. This contract may be extended by an additional two-year term upon mutual agreement of the parties.
- d. All payments to Contractor under this Contract shall be contingent upon Contractor's satisfactory completion of all goods and services, including all written reports.

5. Billing and Payment.

- a. Invoice System. The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to **CBS Region 2 via email address: CBS2RainierSchool@dshs.wa.gov** by the Contractor not more often than monthly. The invoices shall describe and document to DSHS' satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees. The rates shall be in accordance with those set forth in Section 4, Consideration, of this Contract.
- b. Payment. Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by **Rainier School Consolidated Business Service Region 2** the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

6. Insurance.

- a. DSHS certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable.
- b. The Contractor certifies, by checking the appropriate box below, initialing to the left of the box selected, and signing this Agreement, that:

_____ ☐ The Contractor is self-insured or insured through a risk pool and shall pay for losses for which it is found liable; or

_____ ☐ The Contractor maintains the types and amounts of insurance identified below and shall, prior to the execution of this Agreement by DSHS, provide certificates of insurance to that effect to the DSHS contact on page one of this Agreement.

Commercial General Liability Insurance (CGL) – to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$2,000,000; General Aggregate - \$4,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds.



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Agreement for consultant services between the City of Buckley and Todd Davis, M.D. advising physician for City of Buckley Fire Department.	Agenda Date: May 27, 2025		AB25-025
	Department/Committee/Individual	Created	Reviewed
	Mayor		X
	City Administrator		X
	City Attorney		X
	City Engineer		
	City Clerk		
	Finance Dept		
	Building Official		
	Fire Dept	X	
	Community Services		
	Planning Dept		
Police Dept			
Municipal Court			
PW/Utilities			
Fiscal Impact: No change to budgeted \$1,000/month allocation.			
Fund Source: 105-522-21-41-00			
Timeline: Upon execution of agreement			
Staff Contact: Eric Skogen			
Attachments: Agreement for Consultant Services			
SUMMARY STATEMENT: The Paramedic - Advanced Life Support program of the City of Buckley Fire Department requires the oversight of a licensed, advising physician. For nearly 4 years, Doctor Paul Satterlee filled this role. Dr. Satterlee no longer has the additional capacity to advise Fire Departments and has requested to step down from this role. Dr. Davis works out of Valley Medical Center and the Bonney Lake Off-Campus Emergency Department. He comes highly recommended to our organization from Dr. Satterlee and his peers.			
COMMITTEE REVIEW AND RECOMMENDATION: Not Reviewed by Committee			
RECOMMENDED ACTION: Move to Approve the Agreement for consultant services between the City of Buckley and Todd Davis, M.D. advising physician for City of Buckley Fire Department.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE CITY OF BUCKLEY AND
TODD DAVIS, SNAG ISLAND WELLNESS PLLC
ADVISING PHYSICIAN FOR BUCKLEY FIRE DEPARTMENT**

THIS AGREEMENT, is made this ____ day of May 2025, by and between the City of Buckley (hereinafter referred to as “City”), a Washington Municipal Corporation, and Todd Davis, Snag Island Wellness, PLLC, an independent contractor (hereinafter referred to as “Service Provider”).

WHEREAS, Service Provider is in the business of providing municipal planning services specified herein; and

WHEREAS, the City desires to contract with Service to serve as Advising Physician for the City of Buckley Fire Department, and Service Provider is qualified to provide such services and agrees to contract with the City for same;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

T E R M S

1. **Description of Work.** The Advising Physician shall act as a liaison of the City of Buckley Fire Department to relevant boards, commissions, and agencies as deemed necessary for the delivery of Emergency Medical Services (EMS). The Advising Physician will provide quarterly physician-led education to include run review, lecture, and State/County EMS updates. The Advising Physician will work with the Fire Chief or designee for the procurement, control and safe-guarding of narcotics and will work collaboratively to ensure the EMS Program and its providers are compliant with all regulations and standards in order to deliver the highest level of care possible.
2. **Payment.** The City shall pay Service Provider a monthly retainer for the delivery of his services under this agreement in an amount of One Thousand Dollars (\$1,000.00) per month. Payments shall be made on or before the 15th day of each month.
3. **Relationship of Parties.** The parties intend that an independent contractor/client relationship will be created by this Agreement. As Service Provider is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative, or subcontractor of Service Provider shall be or shall be deemed to be the employee, agent, representative, or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, health insurance, and unemployment insurance, are available from the City to the Service Provider or his employees, agents, representatives, or subcontractors. Service Provider will be solely and entirely responsible for his acts and for the acts of Service Provider's agents, employees, representatives, and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that Service Provider performs hereunder.

4. **Duration of Work.** Service Provider shall perform the services described in section 1 commencing June 1st, 2025 and shall continue on a monthly basis until this agreement is terminated.
5. **Termination.** The City and/or Service Provider shall have the option to terminate this Agreement at any time upon thirty (30) days written notice to the other Party.
6. **Assignment and Subcontracting.** Service Provider shall not assign any portion of this Agreement without the written consent of the City. The parties agree that the services provided for herein are personal to Service Provider, who was accepted by the City for this Agreement based upon his personal skills and experience.
7. **Taxes.** The City will not withhold federal or state taxes. All compensation received by the Service Provider will be reported to the Internal Revenue Service at the end of the calendar year in accordance with applicable IRS regulations.
8. **Indemnification / Hold Harmless / Insurance.** Each party agrees to the extent permitted by law, to defend , indemnify and hold harmless the other, including the City's officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, which arises out of the performance of this agreement. Service provider shall maintain professional liability insurance during the term of this agreement with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
9. **Entire Agreement.** The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.
10. **Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Service Provider.
11. **Assignment.** Any assignment of this Agreement by Service Provider without the written consent of the City shall be void.
12. **Written Notice.** All communications regarding this Agreement shall be sent to the Parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
13. **Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.
14. **Third Party Beneficiaries.** There are no third-party beneficiaries to this Agreement, and this Agreement shall not be interpreted to create any third-party beneficiary rights.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CITY OF BUCKLEY

By: _____
Beau Burkett, Mayor

SERVICE PROVIDER

By: _____
Todd Davis,
Snag Island Wellness Pllc

ATTEST/AUTHENTICATED

By: _____
Treva Percival, City Clerk

APPROVED AS TO FORM

By: _____
Phil Olbrechts, City Attorney

E. STAFF REPORTS