



CITY COUNCIL 345 6th Street, Suite 100, Bremerton, WA 98337 - Phone (360) 473-5280

WEDNESDAY, SEPTEMBER 21, 2022
CITY COUNCIL Virtual/Live Stream VIRTUAL MEETING AGENDA

The Chambers remains closed, and all Council Members and staff will be participating in the meeting remotely. The public is invited to view and/or participate in the Council Meeting through one of the following options:

- *To stream online only (via BKAT Feed, with no interaction possible):*
<https://bremerton.vod.castus.tv/vod/?live=ch1&nav=live>
- *Members of the public are invited to join the Zoom Meeting by clicking on the link below:*
<https://us02web.zoom.us/j/85157095426?pwd=eXBGS3R4N1NwMmxoTUI4M3JjMDJadz09>
- *Or One tap mobile: US:*
US: +12532158782,,85157095426#,,, *173061# or +16699006833,,85157095426#,,, *173061#
- *Or Telephone: Dial (for higher quality, dial a number based on your current location):*
US: +1 253 215 8782 or +1 719 359 4580 or +1 346 248 7799 or +1 669 444 9171

Webinar ID: 851 5709 5426
Passcode: 173061

Public questions or comments may be submitted ahead of time to City.Council@ci.bremerton.wa.us

1. **CALL TO ORDER:** 5:30 P.M.

2. **MAYOR'S REPORT**

3. **CONSENT AGENDA**

- A. Claims & Check Register
- B. Minutes of Meeting – September 7, 2022
- C. Minutes of Study Session – September 14, 2022
- D. Ordinance No. 5454 adding Section 9A.24.230 of the Bremerton Municipal Code entitled “Open Carry of Weapons Prohibited in Municipal Buildings”
- E. Ordinance No. 5455 amending Sections 9A.32.070 and 9A.32.080 of the Bremerton Municipal Code entitled “Domestic Violence – State Statutes Adopted by Reference” and “Order for Protection and Restraining Order – State Statutes Adopted by Reference,” respectively
- F. Ordinance No. 5456 adding Sections 9A.44.130 and 9A.44.140 of the Bremerton Municipal Code entitled “Interference with a health care facility” and “Penalty,” respectively
- G. Contract Modification Agreement No. 3 with Rice Fergus Miller, Inc. for the Quincy Square Project
- H. Contract Modification No. 4 with Parametrix, Inc. for the Kitsap Lake Park Renovation Project and related Budget Adjustment
- I. Interagency Agreement with WA State Department of Enterprise Services for Energy Savings Performance Contracting Program
- J. Agreement with WA State Department of Enterprise Services for Investment Grade Audit of the Eastside Treatment Plant

Continued on next page...

[K.](#) Public Works Agreement with Air Management Solutions, LLC for Installation of Upgraded HVAC systems at the Wastewater Treatment Plant Administration Building

[L.](#) Ordinance No. [5457](#) amending Chapter 2.50 of the Bremerton Municipal Code entitled “Management and Professional Staff Compensation Program”

4. **PUBLIC RECOGNITION**

5. **PUBLIC HEARING**

[A.](#) Public Hearing on Ordinance No. [5458](#) amending Title 20 of the Bremerton Municipal Code regarding “Cottage Housing Development, Duplex & Townhomes, Bonus Density for Affordable Housing Development, and Definition Updates”

6. **GENERAL BUSINESS** – *There are no General Business items tonight...*

7. **COUNCIL MEMBER REPORTS**

8. **EXECUTIVE SESSION**

A. 15-Minutes to discuss “Pending Litigation” as allowed under RCW 42.30.110 (1) (i); and action is anticipated...

9. **ADJOURNMENT OF CITY COUNCIL BUSINESS MEETING**

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

3A

SUBJECT:

Claims & Check Register

Study Session Date: N/A

COUNCIL MEETING Date: September 21, 2022

Department: Legal Services

Presenter: Angela Hoover

Phone: (360) 473-5323

SUMMARY:

Approval of the following checks and electronic fund transfers:

1. Check Numbers 399743-399926 and Electronic Fund Transfers V35912-V36005 in the grand total amount of \$3,353,916.86
2. Regular Payroll for pay period ending August 31, 2022 for payouts in the amount of \$418.02
3. Regular Payroll for pay period ending September 15, 2022 in the amount of \$1,014,014.08

ATTACHMENTS:

FISCAL IMPACTS (Include Budgeted Amount):

STUDY SESSION AGENDA:

☒ Limited Presentation

☐ Full Presentation

STUDY SESSION ACTION:

☒ Consent Agenda

☐ General Business

☐ Public Hearing

RECOMMENDED MOTION:

Move to approve the consent agenda as presented.

COUNCIL ACTION:

☐ Approve

☐ Deny

☐ Table

☐ Continue

☐ No Action

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

3B

SUBJECT: Minutes of Meeting –
September 7, 2022

Study Session Date:	N/A
COUNCIL MEETING Date:	September 21, 2022
Department:	City Council
Presenter:	Council President
Phone:	(360) 473-5280

SUMMARY: The Minutes of Meeting held on September 7, 2022 are attached.

ATTACHMENTS: Meeting Minutes

FISCAL IMPACTS (Include Budgeted Amount): None

STUDY SESSION AGENDA: ☒ N/A

STUDY SESSION ACTION: ☒ Consent Agenda ☐ General Business ☐ Public Hearing

RECOMMENDED MOTION:

Move to approve the September 7, 2022 Meeting Minutes as presented.

COUNCIL ACTION: ☐ Approve ☐ Deny ☐ Table ☐ Continue ☐ No Action

CITY COUNCIL MEETING MINUTES

Wednesday, September 7, 2022

A virtual meeting of the City Council of the City of Bremerton was called to order Wednesday, September 7, 2022, at 5:30 PM with Council President Michael Goodnow presiding. Council Members present were Eric Younger, Anna Mockler, Quinn Dennehy, Jeff Coughlin, Denise Frey, Jennifer Chamberlin. Also present were City Attorney Kylie Finnell; City Clerk Angela Hoover; Legislative Assistant Christine Grenier; and IT Manager Dave Sorensen.

President Goodnow announced that the City Council is conducting the Council Meeting via Zoom, and all Council Members and staff will be participating remotely.

MAYOR'S REPORT – *Mayor Wheeler mentioned the following...*

- Proposed Zoning Code Amendments
- Beach Mitigation Project between Ohio Avenue and the Warren Avenue Bridge
- Accessibility Improvements at Evergreen Rotary Park, Lions Park, Kitsap Lake Park, Sheridan Park Community Center, and Pendergast Regional Park
- Community Canopy Program, including Tree Give-Away

CONSENT AGENDA

- 3A –** Claims & Check Register: Check Numbers 399509 through 399742 and Electronic Fund Transfers V35784 through V35911 in the grand total amount of \$4,214,829.89; Regular Payroll for pay period ending August 15, 2022 in the amount of \$1,018,211.64; Regular Payroll for Payouts for pay period ending August 15, 2022 in the amount of \$6,028.16; Regular Payroll for Management and Professional Retro Pay from January 1, 2022 to April 15, 2022 in the amount of \$33,945.35; Retiree Payroll for pay period ending August 31, 2022 in the amount of \$45,975.23; and Regular Payroll for pay period ending August 31, 2022 in the amount of \$1,041,953.56
- 3B –** Minutes of Meeting – August 17, 2022
- 3C –** Minutes of Study Session – August 24, 2022
- 3D –** Contract Modification Agreement No. 4 with KPFF Consulting Engineers for Design of the East 11th Street & Perry Avenue Complete Streets Reconstruction Project
- 3E –** Professional Services Agreement with SCJ Alliance for Construction Management Services for the East 11th Street & Perry Avenue Complete Streets Reconstruction Project
- 3F –** Public Works Agreement with Stripe Rite, Inc. for 2022–2024 Unit Priced Contract for the Preservation of City-Wide Pavement Markings

There were no questions or comments from the public...

5:42 PM M/S/C/U (Dennehy/Mockler) Move to approve the CONSENT AGENDA as presented.

Due to technical difficulties, President Goodnow left the meeting at 5:45 PM... Vice President Chamberlin took over as temporary Chair of the meeting...

PUBLIC RECOGNITION

*Questions and comments from the public were provided by **Susan Brooks-Young**; **Jill Clarridge**; **Mary Lou Long**; and **Jo Walter**... Input was provided by **Garrett Jackson**...*

President Goodnow returned to the meeting at approx. 6:00 PM...

PUBLIC HEARING

5A – PUBLIC HEARING FOR ACCEPTANCE OF 2023 EDWARD BYRNE MEMORIAL

JUSTICE ASSISTANCE GRANT: Lieutenant **Ryan Heffernan** stated that the Bremerton Police Department is applying for the local solicitation of the Edward Byrne Memorial Justice Assistance Grant (JAG). Since 2010, funding has been used to help fund the salary for the position of the Community Resource Specialist. The grant will allow the City to continue the Community Resource Unit and its crime prevention function and programs. The grant is from the Department of Justice. No matching funds are required of the City. Bremerton PD will request \$15,979 from the DOJ.

Vice President Chamberlin explained the purpose of this Public Hearing is to accept public comment; and that action is anticipated...

With no questions or comments by the public, **Vice President Chamberlin** closed the hearing to the public, and opened discussion to the Council...

6:02 PM M/S/C/U (Mockler/Coughlin) Move to approve the Edward Byrne Memorial Justice Grant, and to authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.

GENERAL BUSINESS

6A – RECONSIDER ORDINANCE NO. 5453 AMENDING CHAPTER 6.32 OF THE

BREMERTON MUNICIPAL CODE ENTITLED “NOISE LEVELS”: **Mayor Wheeler** explained that on August 3, 2022, the City Council unanimously adopted amendments to Chapter 6.32 of the Bremerton Municipal Code entitled “Noise Levels.” On August 11, 2022, Mayor Wheeler exercised the veto authority located in Section 15 of the Charter of the City of Bremerton. The written objections are contained herein.

Pursuant to Section 15(5) of the Charter of the City of Bremerton, the City Council shall cause the objections to be entered on the record and proceed to reconsideration of the ordinance.

The following options are presented to City Council to amend Chapter 6.32 of the Bremerton Municipal Code entitled “Noise Levels:”

Option 1

Upon reconsideration, override Mayor Wheeler’s veto of Ordinance No. 5453 that was passed by City Council on August 3, 2022 and passage of the same ordinance notwithstanding the Mayor’s veto. Per Section 15(5) of the Charter, this action requires a majority plus one of the whole membership in order to become valid. (Attachment 1); or

Option 2

Approve proposed Ordinance as presented by Mayor Wheeler. (Attachment 2)

City Attorney **Kylie Finnell** and Assistant City Attorney **Mychael Raya** were available to provide additional input and respond to questions.

There were no questions and comments from the public ...

6:08 PM Motion was made by Coughlin; and seconded by Frey...Questions and comments were provided by Coughlin, Frey; Dennehy, Mockler; and Goodnow; with responses provided by **Mayor Wheeler** ...

6:36 PM M/S/C/U (Coughlin/Frey) Move to approve Ordinance No. 5453 amending Chapter 6.32 of the Bremerton Municipal Code entitled “Noise Levels” that was previously passed by City Council on August 3, 2022 and subsequently vetoed by Mayor Wheeler.

Voted in Favor of Motion: Coughlin, Mockler, Younger, Chamberlin, Frey, Goodnow
Voted Opposed to Motion: Dennehy
Motion carried; 6-Yes; 1-No

At 6:37 PM, President Goodnow returned to Chair the remainder of the meeting...

COUNCIL MEMBER REPORTS

Jennifer Chamberlin was excited to hear that Lions Park will be receiving some pedestrian improvements; and suggested an open space behind the library as a potential park in District 2.

Denise Frey looked forward to conversations on Bremerton's urban forest and underutilized playfields; wished a Happy 20th Anniversary to Bremerton Ice Center; thanked Council Staff for improvements in the lodging tax grant process; and announced a Joint District 2 & 3 Community Meeting with Council Member Jeff Coughlin on September 15.

Jeff Coughlin congratulated Parks and Public Works Departments on all of the improvements being made; responded to comments made by Susan Brooks-Young; recognized Labor Day by thanking all City Staff for going above and beyond every day; shared additional details about the Joint District 2 & 3 Community Meeting; and announced Manette Fest on September 10.

Quinn Dennehy appreciated everyone who fielded questions or attended meetings while he was away for vacation and then starting a new job the end of August.

Anna Mockler read a statement outlining the Council's role and proposed that subjects by any Council Member be heard under Study Session.

Eric Younger believed everyone in the community should be made aware of the proposed zoning code amendments, hoped there will be a lot of participation from the public, and encouraged fellow Council Members to do their own research to help make an informed decision.

President Goodnow thanked Vice President Chamberlin for stepping in as Chair of the meeting while he was experiencing technical difficulties; announced that Ridgeline Brewing has opened; and recognized the impact of reduced ferry service reduction on residents, hoping that Bremerton's voice would be heard on restoring service.

EXECUTIVE SESSIONS

*At 6:59 PM, **President Goodnow** announced that a 25-Minute Executive Session would be held to "Evaluate the Qualifications and Compensation of an Applicant Seeking Public Employment" as allowed under RCW 42.30.110(1)(g); and to discuss "Pending Litigation" as allowed under RCW 42.30.110(1)(i); and that Council action is anticipated...*

President Goodnow called the meeting back to order at **7:26 PM**...

7:26 PM Motion was read into the record by City Clerk Angela Hoover, so moved by Frey and seconded by Dennehy...

7:26 PM M/S/C/U (Frey/Dennehy) Move to authorize hire of candidate #17441171 for the Senior Planner position at Pay Band 11, Rate 5 of the 2022 Management, Professional, Confidential, and Fiduciary Salary Plan.

7:27 PM Motion was read into the record by Assistant City Attorney Brett Jette, so moved by Dennehy and seconded by Mockler...

7:27 PM M/S/C/U (Dennehy/Mockler) Move to authorize the Mayor to execute the Distributors Washington Settlement Agreement Subdivision Settlement Participation Form and the Allocation Agreement Governing the Allocation of Funds Paid by the Settling Opioid Distributors in Washington State in substantially the same or similar form as presented.

With no further business, **President Goodnow** adjourned the Council Meeting at 7:28 PM.

Prepared and Submitted by:

Christine Grenier

CHRISTINE GRENIER
Legislative Assistant

APPROVED by the City Council on the 21st day of September, 2022.

MICHAEL GOODNOW, City Council President

Attest:

ANGELA HOOVER, City Clerk

MG:AH:ls:cg

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

3C

SUBJECT: Minutes of Study Session –
September 14, 2022

Study Session Date:	N/A
COUNCIL MEETING Date:	September 21, 2022
Department:	City Council
Presenter:	Council President
Phone:	(360) 473-5280

SUMMARY: The Minutes of Study Session held on September 14, 2022 are attached.

ATTACHMENTS: Meeting Minutes

FISCAL IMPACTS (Include Budgeted Amount): None

STUDY SESSION AGENDA: ☒ N/A

STUDY SESSION ACTION: ☒ Consent Agenda ☐ General Business ☐ Public Hearing

RECOMMENDED MOTION:

Move to approve the September 14, 2022 Meeting Minutes as presented.

COUNCIL ACTION: ☐ Approve ☐ Deny ☐ Table ☐ Continue ☐ No Action

CITY COUNCIL STUDY SESSION MINUTES

Wednesday, September 14, 2022

A virtual Study Session of the City Council of the City of Bremerton was called to order on Wednesday, September 14, 2022 at 5:00 PM, with Council President Michael Goodnow presiding. Other Council Members present were Eric Younger, Anna Mockler, Quinn Dennehy, Jeff Coughlin, Denise Frey, and Jennifer Chamberlin. Also present were City Attorney Kylie Finnell, Legislative Office Manager Lori Smith, and IT Manager Dave Sorensen.

President Goodnow established that the City Council is conducting the Study Session via Zoom, and that all Council Members and staff will be participating remotely.

He further established that the Study Session is open for the public to listen-in, but there will be no opportunities for input; the content of these items is subject to change; and no action is anticipated.

If approved by the Council, these items will be placed on the **September 21, 2022** City Council Virtual Meeting Agenda...

A. **BRIEFINGS on AGENDA BILL ITEMS**

1. Ordinance adding Section 9A.24.230 to the Bremerton Municipal Code entitled "Open Carry of Weapons Prohibited in Municipal Buildings" **Consent Agenda**
2. Ordinance amending Sections 9A.32.070 and 9A.32.080 of the Bremerton Municipal Code entitled "Domestic Violence – State Statutes Adopted by Reference" and "Order for Protection and Restraining Order – State Statutes Adopted by Reference" respectively **Consent Agenda**
3. Ordinance adding Sections 9A.44.130 and 9A.44.140 to the Bremerton Municipal Code entitled "Interference with a Health Care Facility" and "Penalty" respectively **Consent Agenda**
4. Contract Modification Agreement No. 3 with Rice Fergus Miller, Inc. for the Quincy Square Project **Consent Agenda**
5. Contract Modification No. 4 with Parametrix, Inc. for the Kitsap Lake Park Renovation Project and related Budget Adjustment **Consent Agenda**
6. Interagency Agreement with WA State Department of Enterprise Services for Energy Savings Performance Contracting Program **Consent Agenda**
7. Agreement with WA State Department of Enterprise Services for Investment Grade Audit of the Eastside Treatment Plant **Consent Agenda**
8. Public Works Agreement with Air Management Solutions, LLC for Installation of Upgraded HVAC systems at the Wastewater Treatment Plant Administration Building **Consent Agenda**
9. Ordinance amending Sections 2.50.032 and 2.50.070 of the Bremerton Municipal Code relating to the "Management and Professional Staff Compensation Program" **Consent Agenda**
10. Proposed **Public Hearing** on Ordinance amending Title 20 of the Bremerton Municipal Code regarding "Cottage Housing Development, Duplex & Townhomes, Bonus Density for Affordable Housing Development, and Definition Updates"

B. GENERAL COUNCIL BUSINESS

- Public Safety Committee Monthly Briefing (*Last Meeting 9/1/22*) – Chair Jennifer Chamberlin
- REAC Monthly Briefing (*Last Meeting 9/8/22*) – Chair Quinn Dennehy
- Audit Committee Monthly Briefing (*Last Meeting 9/13/22*) – Chair Jeff Coughlin
- Other General Council Business was discussed.

President Goodnow provided a reminder that regular Council Meetings will continue to be held remotely, including the next Council Meeting on Wednesday, September 21, 2022, beginning at 5:30 PM.

With no further business, the Study Session was adjourned at 8:04 PM.

Prepared and Submitted by:

Lori Smith

LORI SMITH
Legislative Office Manager

APPROVED by the City Council on the 21st day of September, 2022.

MICHAEL GOODNOW, Council President

ATTEST:

ANGELA HOOVER, City Clerk

MG:AH:ls:cg

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

3D

SUBJECT: Ordinance No. 5454
adding Section 9A.24.230 of the Bremerton
Municipal Code entitled "Open Carry of
Weapons Prohibited in Municipal Buildings."

Study Session Date:	<u>September 14, 2022</u>
COUNCIL MEETING Date:	<u>September 21, 2022</u>
Department:	<u>Legal</u>
Presenter:	<u>Gary Hersey</u>
Phone:	<u>(360) 473-2345</u>

SUMMARY: The City Council desires to update provisions relating to weapons in order to bring Chapter 9A.24 of the Bremerton Municipal Code into compliance with updated state laws.

ATTACHMENTS: 1) Ordinance No. 5454; 2) Engrossed Substitute House Bill 1630

FISCAL IMPACTS (Include Budgeted Amount): None

STUDY SESSION AGENDA: ☒ Limited Presentation ☐ Full Presentation

STUDY SESSION ACTION: ☒ Consent Agenda ☐ General Business ☐ Public Hearing

RECOMMENDED MOTION:

Move to approve Ordinance No. 5454 adding Section 9A.24.230 of the Bremerton Municipal Code entitled "Open Carry of Weapons Prohibited in Municipal Buildings" to bring Chapter 9A.24 of the Bremerton Municipal Code into compliance with updated state laws.

COUNCIL ACTION: ☐ Approve ☐ Deny ☐ Table ☐ Continue ☐ No Action

ORDINANCE NO. 5454

AN ORDINANCE of the City Council of the City of Bremerton, Washington, adding Section 9A.24.230 of the Bremerton Municipal Code entitled “Open Carry of Weapons Prohibited in Municipal Buildings.”

WHEREAS, the City Council desires to update or revise provisions relating to weapons in order to bring Chapter 9A.24 of the Bremerton Municipal Code into compliance with updated state laws; NOW THEREFORE,

THE CITY COUNCIL OF THE CITY OF BREMERTON, WASHINGTON,
DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Section 9A.24.230 of the Bremerton Municipal Code entitled “Open Carry of Weapons Prohibited in Municipal Buildings” is hereby added to read as follows:

9A.24.230 OPEN CARRY OF WEAPONS PROHIBITED IN MUNICIPAL BUILDINGS.

RCW 9.41.305 is adopted by reference as currently enacted and as hereinafter amended from time to time, and shall be given the same force and effect as if set forth herein in full.

SECTION 2. *Corrections.* The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener, clerical, typographical, and spelling errors, references, ordinance numbering, section/subsection numbers and any references thereto.

SECTION 3. *Severability.* If any one or more sections, subsections, or sentences of this ordinance are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

SECTION 4. *Effective Date.* This ordinance shall take effect and be in force ten (10) days from and after its passage, approval and publication as provided by law.

PASSED by the City Council the _____ day of _____, 20__.

MICHAEL GOODNOW, Council President

Approved this _____ day of _____, 20__.

GREG WHEELER, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGELA HOOVER, City Clerk

KYLIE J. FINNELL, City Attorney

PUBLISHED the _____ day of _____, 20__.
EFFECTIVE the _____ day of _____, 20__.
ORDINANCE NO. _____.

R:\Legal\Legal\Ordinances\Legal\2022.09.06 Ordinance - 9A.24.230 (Weapons).docx

CERTIFICATION OF ENROLLMENT
ENGROSSED SUBSTITUTE HOUSE BILL 1630

Chapter 106, Laws of 2022

67th Legislature
2022 Regular Session

POSSESSION OF WEAPONS—CERTAIN LOCATIONS

EFFECTIVE DATE: June 9, 2022

Passed by the House March 7, 2022
Yeas 57 Nays 41

LAURIE JINKINS

**Speaker of the House of
Representatives**

Passed by the Senate March 1, 2022
Yeas 28 Nays 20

DENNY HECK

President of the Senate

Approved March 23, 2022 10:36 AM

JAY INSLEE

Governor of the State of Washington

CERTIFICATE

I, Bernard Dean, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **ENGROSSED SUBSTITUTE HOUSE BILL 1630** as passed by the House of Representatives and the Senate on the dates hereon set forth.

BERNARD DEAN

Chief Clerk

FILED

March 23, 2022

**Secretary of State
State of Washington**

ENGROSSED SUBSTITUTE HOUSE BILL 1630

AS AMENDED BY THE SENATE

Passed Legislature - 2022 Regular Session

State of Washington

67th Legislature

2022 Regular Session

By House Civil Rights & Judiciary (originally sponsored by Representatives Senn, Berg, Ryu, Berry, Wicks, Bateman, Ramel, Fitzgibbon, Sells, Walen, Valdez, Callan, Cody, Davis, Goodman, Taylor, Macri, Peterson, Ramos, Santos, Slatter, Bergquist, Tharinger, Kloba, Pollet, Harris-Talley, Hackney, and Frame)

READ FIRST TIME 01/25/22.

1 AN ACT Relating to establishing restrictions on the possession of
2 weapons in certain locations; amending RCW 9.41.280 and 9.41.305;
3 reenacting RCW 9.41.280; adding a new section to chapter 9.41 RCW;
4 prescribing penalties; and providing a contingent effective date.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

6 **Sec. 1.** RCW 9.41.280 and 2019 c 325 s 5001 are each amended to
7 read as follows:

8 (1) It is unlawful for a person to knowingly carry onto, or to
9 possess on, public or private elementary or secondary school
10 premises, school-provided transportation, ~~((or))~~ areas of facilities
11 while being used exclusively by public or private schools, or areas
12 of facilities while being used for official meetings of a school
13 district board of directors:

14 (a) Any firearm;

15 (b) Any other dangerous weapon as defined in RCW 9.41.250;

16 (c) Any device commonly known as "nun-chu-ka sticks," consisting
17 of two or more lengths of wood, metal, plastic, or similar substance
18 connected with wire, rope, or other means;

19 (d) Any device, commonly known as "throwing stars," which are
20 multipointed, metal objects designed to embed upon impact from any
21 aspect;

1 (e) Any air gun, including any air pistol or air rifle, designed
2 to propel a BB, pellet, or other projectile by the discharge of
3 compressed air, carbon dioxide, or other gas; or

4 (f)(i) Any portable device manufactured to function as a weapon
5 and which is commonly known as a stun gun, including a projectile
6 stun gun which projects wired probes that are attached to the device
7 that emit an electrical charge designed to administer to a person or
8 an animal an electric shock, charge, or impulse; or

9 (ii) Any device, object, or instrument which is used or intended
10 to be used as a weapon with the intent to injure a person by an
11 electric shock, charge, or impulse.

12 (2) Any such person violating subsection (1) of this section is
13 guilty of a (~~gross~~) misdemeanor. Second and subsequent violations
14 of subsection (1) of this section are a gross misdemeanor. If any
15 person is convicted of a violation of subsection (1)(a) of this
16 section, the person shall have his or her concealed pistol license,
17 if any revoked for a period of three years. Anyone convicted under
18 this subsection is prohibited from applying for a concealed pistol
19 license for a period of three years. The court shall send notice of
20 the revocation to the department of licensing, and the city, town, or
21 county which issued the license.

22 Any violation of subsection (1) of this section by elementary or
23 secondary school students constitutes grounds for expulsion from the
24 state's public schools in accordance with RCW 28A.600.010. An
25 appropriate school authority shall promptly notify law enforcement
26 and the student's parent or guardian regarding any allegation or
27 indication of such violation.

28 Upon the arrest of a person at least twelve years of age and not
29 more than twenty-one years of age for violating subsection (1)(a) of
30 this section, the person shall be detained or confined in a juvenile
31 or adult facility for up to seventy-two hours. The person shall not
32 be released within the seventy-two hours until after the person has
33 been examined and evaluated by the designated crisis responder unless
34 the court in its discretion releases the person sooner after a
35 determination regarding probable cause or on probation bond or bail.

36 Within twenty-four hours of the arrest, the arresting law
37 enforcement agency shall refer the person to the designated crisis
38 responder for examination and evaluation under chapter 71.05 or 71.34
39 RCW and inform a parent or guardian of the person of the arrest,
40 detention, and examination. The designated crisis responder shall

1 examine and evaluate the person subject to the provisions of chapter
2 71.05 or 71.34 RCW. The examination shall occur at the facility in
3 which the person is detained or confined. If the person has been
4 released on probation, bond, or bail, the examination shall occur
5 wherever is appropriate.

6 Upon completion of any examination by the designated crisis
7 responder, the results of the examination shall be sent to the court,
8 and the court shall consider those results in making any
9 determination about the person.

10 The designated crisis responder shall, to the extent permitted by
11 law, notify a parent or guardian of the person that an examination
12 and evaluation has taken place and the results of the examination.
13 Nothing in this subsection prohibits the delivery of additional,
14 appropriate mental health examinations to the person while the person
15 is detained or confined.

16 If the designated crisis responder determines it is appropriate,
17 the designated crisis responder may refer the person to the local
18 behavioral health administrative services organization for follow-up
19 services or other community providers for other services to the
20 family and individual.

21 (3) Subsection (1) of this section does not apply to:

22 (a) Any student or employee of a private military academy when on
23 the property of the academy;

24 (b) Any person engaged in military, law enforcement, or school
25 district security activities. However, a person who is not a
26 commissioned law enforcement officer and who provides school security
27 services under the direction of a school administrator may not
28 possess a device listed in subsection (1)(f) of this section unless
29 he or she has successfully completed training in the use of such
30 devices that is equivalent to the training received by commissioned
31 law enforcement officers;

32 (c) Any person who is involved in a convention, showing,
33 demonstration, lecture, or firearms safety course authorized by
34 school authorities in which the firearms of collectors or instructors
35 are handled or displayed;

36 (d) Any person while the person is participating in a firearms or
37 air gun competition approved by the school or school district;

38 (e) Any person in possession of a pistol who has been issued a
39 license under RCW 9.41.070, or is exempt from the licensing
40 requirement by RCW 9.41.060, while (~~picking~~):

1 (i) Picking up or dropping off a student; or
2 (ii) Attending official meetings of a school district board of
3 directors held off school district-owned or leased property;

4 (f) Any nonstudent at least eighteen years of age legally in
5 possession of a firearm or dangerous weapon that is secured within an
6 attended vehicle or concealed from view within a locked unattended
7 vehicle while conducting legitimate business at the school;

8 (g) Any nonstudent at least eighteen years of age who is in
9 lawful possession of an unloaded firearm, secured in a vehicle while
10 conducting legitimate business at the school; or

11 (h) Any law enforcement officer of the federal, state, or local
12 government agency.

13 (4) Subsections (1)(c) and (d) of this section do not apply to
14 any person who possesses nun-chu-ka sticks, throwing stars, or other
15 dangerous weapons to be used in martial arts classes authorized to be
16 conducted on the school premises.

17 (5) Subsection (1)(f)(i) of this section does not apply to any
18 person who possesses a device listed in subsection (1)(f)(i) of this
19 section, if the device is possessed and used solely for the purpose
20 approved by a school for use in a school authorized event, lecture,
21 or activity conducted on the school premises.

22 (6) Except as provided in subsection (3)(b), (c), (f), and (h) of
23 this section, firearms are not permitted in a public or private
24 school building.

25 (7) "GUN-FREE ZONE" signs shall be posted around school
26 facilities giving warning of the prohibition of the possession of
27 firearms on school grounds.

28 (8) A school district board of directors must post signs
29 providing notice of the restrictions on possession of firearms and
30 other weapons under this section at facilities being used for
31 official meetings of the school district board of directors.

32 **Sec. 2.** RCW 9.41.305 and 2021 c 261 s 2 are each amended to read
33 as follows:

34 (1) Unless exempt under subsection (~~((4))~~) (3) of this section,
35 it is unlawful for any person to knowingly open carry a firearm or
36 other weapon, as defined in RCW 9.41.300(1)(b), while knowingly being
37 in the following locations:

38 (a) The west state capitol campus grounds; any buildings on the
39 state capitol grounds; any state legislative office; or any location

1 of a public state legislative hearing or meeting during the hearing
2 or meeting; or

3 (b) City, town, county, or other municipality buildings used in
4 connection with meetings of the governing body of the city, town,
5 county, or other municipality, or any location of a public meeting or
6 hearing of the governing body of a city, town, county, or other
7 municipality during the hearing or meeting.

8 (2) For the purposes of this section:

9 (a) "Buildings on the state capitol grounds" means the following
10 buildings located on the state capitol grounds, commonly known as
11 Legislative, Temple of Justice, John L. O'Brien, John A. Cherberg,
12 Irving R. Newhouse, Joel M. Pritchard, Helen Sommers, Insurance,
13 Governor's Mansion, Visitor Information Center, Carlyon House, Ayer
14 House, General Administration, 1500 Jefferson, James M. Dolliver, Old
15 Capitol, Capitol Court, State Archives, Natural Resources, Office
16 Building #2, Highway-License, Transportation, Employment Security,
17 Child Care Center, Union Avenue, Washington Street, Professional
18 Arts, State Farm, and Powerhouse Buildings.

19 ~~((+3))~~ (b) "Governing body" has the same meaning as in RCW
20 42.30.020.

21 (c) "West state capitol campus grounds" means areas of the campus
22 south of Powerhouse Rd. SW, south of Union Avenue SW as extended
23 westward to Powerhouse Rd. SW, west of Capitol Way, north of 15th
24 Avenue SW between Capitol Way S. and Water Street SW, west of Water
25 Street between 15th Avenue SW and 16th Avenue SW, north of 16th
26 Avenue SW between Water Street SW and the east banks of Capitol Lake,
27 and east of the banks of Capitol Lake.

28 ~~((+4))~~ (3) Duly authorized federal, state, or local law
29 enforcement officers or personnel are exempt from this section when
30 carrying a firearm or other weapon in conformance with their
31 employing agency's policy. Members of the armed forces of the United
32 States or the state of Washington are exempt from this section when
33 carrying a firearm or other weapon in the discharge of official duty
34 or traveling to or from official duty.

35 ~~((+5))~~ (4) A person violating this section is guilty of a
36 ~~((gross))~~ misdemeanor. Second and subsequent violations of this
37 section are a gross misdemeanor.

38 ~~((+6))~~ (5) Nothing in this section applies to the lawful
39 concealed carry of a firearm by a person who has a valid concealed
40 pistol license.

1 (6) A city, town, county, or other municipality must post signs
2 providing notice of the restrictions on possession of firearms and
3 other weapons under this section at any locations specified in
4 subsection (1)(b) of this section.

5 NEW SECTION. **Sec. 3.** A new section is added to chapter 9.41 RCW
6 to read as follows:

7 (1) Except as provided in subsections (3) and (4) of this
8 section, it is unlawful for a person to knowingly carry onto, or to
9 possess in, a ballot counting center, a voting center, a student
10 engagement hub, or the county elections and voter registration
11 office, or areas of facilities while being used as a ballot counting
12 center, a voting center, a student engagement hub, or the county
13 elections and voter registration office:

14 (a) Any firearm;

15 (b) Any other dangerous weapon as described in RCW 9.41.250;

16 (c) Any air gun, including any air pistol or air rifle, designed
17 to propel a BB, pellet, or other projectile by the discharge of
18 compressed air, carbon dioxide, or other gas;

19 (d)(i) Any portable device manufactured to function as a weapon
20 and which is commonly known as a stun gun, including a projectile
21 stun gun that projects wired probes that are attached to the device
22 that emit an electrical charge designed to administer to a person or
23 an animal an electric shock, charge, or impulse; or

24 (ii) Any device, object, or instrument that is used or intended
25 to be used as a weapon with the intent to injure a person by an
26 electric shock, charge, or impulse; or

27 (e) Any spring blade knife as defined in RCW 9.41.250.

28 (2) A person who violates subsection (1) of this section is
29 guilty of a misdemeanor. Second and subsequent violations of this
30 section are a gross misdemeanor. If a person is convicted of a
31 violation of subsection (1)(a) of this section, the person shall have
32 his or her concealed pistol license, if any, revoked for a period of
33 three years. Anyone convicted under subsection (1)(a) of this section
34 is prohibited from applying for a concealed pistol license for a
35 period of three years from the date of conviction. The court shall
36 order the person to immediately surrender any concealed pistol
37 license, and within three business days notify the department of
38 licensing in writing of the required revocation of any concealed
39 pistol license held by the person. Upon receipt of the notification

1 by the court, the department of licensing shall determine if the
2 person has a concealed pistol license. If the person does have a
3 concealed pistol license, the department of licensing shall
4 immediately notify the license-issuing authority which, upon receipt
5 of the notification, shall immediately revoke the license.

6 (3) Subsection (1) of this section does not apply to:

7 (a) Any law enforcement officer of a federal, state, or local
8 government agency; or

9 (b) Any security personnel hired by a county and engaged in
10 security specifically for a counting center, a voting center, a
11 student engagement hub, or the county elections and voter
12 registration office or areas of facilities used for such purposes.
13 However, a person who is not a commissioned law enforcement officer
14 and who provides elections and voter registration security services
15 under the direction of a county may not possess a firearm or device
16 listed in subsection (1)(d) of this section unless he or she has
17 successfully completed training in the use of firearms or such
18 devices that is equivalent to the training received by commissioned
19 law enforcement officers.

20 (4) Subsection (1) of this section does not prohibit concealed
21 carry of a pistol, by a person licensed to carry a concealed pistol
22 pursuant to RCW 9.41.070, in any voting center, student engagement
23 hub, county elections and voter registration office, or areas of
24 facilities while being used as a voting center, student engagement
25 hub, or county elections and voter registration office. However, no
26 weapon restricted by this section, whether concealed or openly
27 carried, may be possessed in any ballot counting center or areas of
28 facilities while being used as a ballot counting center.

29 (5) Elections officers and officials must post signs providing
30 notice of the restriction on possession of firearms and other weapons
31 at each counting center, voting center, student engagement hub, or
32 county elections and voter registration office, or areas of
33 facilities while being used as a counting center, a voting center, a
34 student engagement hub, or the county elections and voter
35 registration office.

36 (6) For the purposes of this section:

37 (a) "Ballot counting center" has the same meaning as "counting
38 center" in RCW 29A.04.019;

39 (b) "Voting center" means a voting center as described in RCW
40 29A.40.160; and

(c) "Student engagement hub" means a student engagement hub as described in RCW 29A.40.180.

Sec. 4. RCW 9.41.280 and 2022 c . . . s 1 (section 1 of this act) and 2022 c . . . (Substitute House Bill No. 1224) s 2 are each reenacted to read as follows:

(1) It is unlawful for a person to knowingly carry onto, or to possess on, public or private elementary or secondary school premises, school-provided transportation, areas of facilities while being used exclusively by public or private schools, or areas of facilities while being used for official meetings of a school district board of directors:

(a) Any firearm;

(b) Any other dangerous weapon as defined in RCW 9.41.250;

(c) Any device commonly known as "nun-chu-ka sticks," consisting of two or more lengths of wood, metal, plastic, or similar substance connected with wire, rope, or other means;

(d) Any device, commonly known as "throwing stars," which are multipointed, metal objects designed to embed upon impact from any aspect;

(e) Any air gun, including any air pistol or air rifle, designed to propel a BB, pellet, or other projectile by the discharge of compressed air, carbon dioxide, or other gas;

(f)(i) Any portable device manufactured to function as a weapon and which is commonly known as a stun gun, including a projectile stun gun which projects wired probes that are attached to the device that emit an electrical charge designed to administer to a person or an animal an electric shock, charge, or impulse; or

(ii) Any device, object, or instrument which is used or intended to be used as a weapon with the intent to injure a person by an electric shock, charge, or impulse; or

(g) Any spring blade knife as defined in RCW 9.41.250.

(2) Any such person violating subsection (1) of this section is guilty of a misdemeanor. Second and subsequent violations of subsection (1) of this section are a gross misdemeanor. If any person is convicted of a violation of subsection (1)(a) of this section, the person shall have his or her concealed pistol license, if any revoked for a period of three years. Anyone convicted under this subsection is prohibited from applying for a concealed pistol license for a period of three years. The court shall send notice of the revocation

1 to the department of licensing, and the city, town, or county which
2 issued the license.

3 Any violation of subsection (1) of this section by elementary or
4 secondary school students constitutes grounds for expulsion from the
5 state's public schools in accordance with RCW 28A.600.010. An
6 appropriate school authority shall promptly notify law enforcement
7 and the student's parent or guardian regarding any allegation or
8 indication of such violation.

9 Upon the arrest of a person at least 12 years of age and not more
10 than 21 years of age for violating subsection (1)(a) of this section,
11 the person shall be detained or confined in a juvenile or adult
12 facility for up to 72 hours. The person shall not be released within
13 the 72 hours until after the person has been examined and evaluated
14 by the designated crisis responder unless the court in its discretion
15 releases the person sooner after a determination regarding probable
16 cause or on probation bond or bail.

17 Within 24 hours of the arrest, the arresting law enforcement
18 agency shall refer the person to the designated crisis responder for
19 examination and evaluation under chapter 71.05 or 71.34 RCW and
20 inform a parent or guardian of the person of the arrest, detention,
21 and examination. The designated crisis responder shall examine and
22 evaluate the person subject to the provisions of chapter 71.05 or
23 71.34 RCW. The examination shall occur at the facility in which the
24 person is detained or confined. If the person has been released on
25 probation, bond, or bail, the examination shall occur wherever is
26 appropriate.

27 Upon completion of any examination by the designated crisis
28 responder, the results of the examination shall be sent to the court,
29 and the court shall consider those results in making any
30 determination about the person.

31 The designated crisis responder shall, to the extent permitted by
32 law, notify a parent or guardian of the person that an examination
33 and evaluation has taken place and the results of the examination.
34 Nothing in this subsection prohibits the delivery of additional,
35 appropriate mental health examinations to the person while the person
36 is detained or confined.

37 If the designated crisis responder determines it is appropriate,
38 the designated crisis responder may refer the person to the local
39 behavioral health administrative services organization for follow-up

1 services or the health care authority or other community providers
2 for other services to the family and individual.

3 (3) Subsection (1) of this section does not apply to:

4 (a) Any student or employee of a private military academy when on
5 the property of the academy;

6 (b) Any person engaged in military, law enforcement, or school
7 district security activities. However, a person who is not a
8 commissioned law enforcement officer and who provides school security
9 services under the direction of a school administrator may not
10 possess a device listed in subsection (1)(f) of this section unless
11 he or she has successfully completed training in the use of such
12 devices that is equivalent to the training received by commissioned
13 law enforcement officers;

14 (c) Any person who is involved in a convention, showing,
15 demonstration, lecture, or firearms safety course authorized by
16 school authorities in which the firearms of collectors or instructors
17 are handled or displayed;

18 (d) Any person while the person is participating in a firearms or
19 air gun competition approved by the school or school district;

20 (e) Any person in possession of a pistol who has been issued a
21 license under RCW 9.41.070, or is exempt from the licensing
22 requirement by RCW 9.41.060, while:

23 (i) Picking up or dropping off a student; or

24 (ii) Attending official meetings of a school district board of
25 directors held off school district-owned or leased property;

26 (f) Any nonstudent at least 18 years of age legally in possession
27 of a firearm or dangerous weapon that is secured within an attended
28 vehicle or concealed from view within a locked unattended vehicle
29 while conducting legitimate business at the school;

30 (g) Any nonstudent at least 18 years of age who is in lawful
31 possession of an unloaded firearm, secured in a vehicle while
32 conducting legitimate business at the school; or

33 (h) Any law enforcement officer of the federal, state, or local
34 government agency.

35 (4) Subsections (1)(c) and (d) of this section do not apply to
36 any person who possesses nun-chu-ka sticks, throwing stars, or other
37 dangerous weapons to be used in martial arts classes authorized to be
38 conducted on the school premises.

39 (5) Subsection (1)(f)(i) of this section does not apply to any
40 person who possesses a device listed in subsection (1)(f)(i) of this

1 section, if the device is possessed and used solely for the purpose
2 approved by a school for use in a school authorized event, lecture,
3 or activity conducted on the school premises.

4 (6) Except as provided in subsection (3)(b), (c), (f), and (h) of
5 this section, firearms are not permitted in a public or private
6 school building.

7 (7) "GUN-FREE ZONE" signs shall be posted around school
8 facilities giving warning of the prohibition of the possession of
9 firearms on school grounds.

10 (8) A school district board of directors must post signs
11 providing notice of the restrictions on possession of firearms and
12 other weapons under this section at facilities being used for
13 official meetings of the school district board of directors.

14 NEW SECTION. **Sec. 5.** Section 4 of this act takes effect July 1,
15 2022. Section 4 of this act takes effect only if Substitute House
16 Bill No. 1224 is enacted into law by the effective date of this
17 section.

Passed by the House March 7, 2022.

Passed by the Senate March 1, 2022.

Approved by the Governor March 23, 2022.

Filed in Office of Secretary of State March 23, 2022.

--- END ---

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

3E

SUBJECT: Ordinance No. 5455
amending Sections 9A.32.070 and
9A.32.080 of the Bremerton Municipal Code
entitled "Domestic Violence – State Statutes
Adopted by Reference" and "Order for
Protection and Restraining Order – State
Statutes Adopted by Reference,"
respectively.

Study Session Date: September 14, 2022
COUNCIL MEETING Date: September 21, 2022
Department: Legal
Presenter: Gary Hersey
Phone: (360) 473-2345

SUMMARY: The City Council desires to update or revise provisions relating to domestic violence and protection orders in order to bring Chapter 9A.32 of the Bremerton Municipal Code into compliance with updated state laws.

ATTACHMENTS: 1) Ordinance No. 5455; 2) Substitute House Bill 1901

FISCAL IMPACTS (Include Budgeted Amount): None

STUDY SESSION AGENDA: ☒ Limited Presentation ☐ Full Presentation

STUDY SESSION ACTION: ☒ Consent Agenda ☐ General Business ☐ Public Hearing

RECOMMENDED MOTION:

Move to approve Ordinance No. 5455 amending Sections 9A.32.070 and 9A.32.080 of the Bremerton Municipal Code entitled "Domestic Violence – State Statutes Adopted by Reference" and "Order for Protection and Restraining Order – State Statutes Adopted by Reference," respectively. to bring Chapter 9A.32 of the Bremerton Municipal Code into compliance with updated state laws.

COUNCIL ACTION: ☐ Approve ☐ Deny ☐ Table ☐ Continue ☐ No Action

ORDINANCE NO. 5455

AN ORDINANCE of the City Council of the City of Bremerton, Washington, amending Section 9A.32.070 of the Bremerton Municipal Code entitled "Domestic Violence – State Statutes Adopted by Reference" and Section 9A.32.080 of the Bremerton Municipal Code entitled "Order for Protection and Restraining Order – State Statutes Adopted by Reference."

WHEREAS, the City Council desires to update or revise provisions relating to domestic violence and protection orders in order to bring Chapter 9A.32 of the Bremerton Municipal Code into compliance with updated state laws; NOW THEREFORE,

THE CITY COUNCIL OF THE CITY OF BREMERTON, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Section 9A.32.070 of the Bremerton Municipal Code entitled "Domestic Violence – State Statutes Adopted by Reference" is hereby amended to read as follows:

9A.32.070 DOMESTIC VIOLENCE - STATE STATUTES ADOPTED BY REFERENCE.

Chapters 9A.36, and 10.99 and 26.50 RCW, with the exception of those provisions contained therein for which a violation constitutes a felony crime, are adopted by reference as currently enacted and as hereinafter amended from time to time, and shall be given the same force and effect as if set forth herein in full.

SECTION 2. Section 9A.32.080 of the Bremerton Municipal Code entitled "Order for Protection and Restraining Order – State Statutes Adopted by Reference" is hereby amended to read as follows:

9A.32.080 ORDER FOR PROTECTION AND RESTRAINING ORDER - STATE STATUTES ADOPTED BY REFERENCE.

RCW 26.09.300 and Chapters 10.14 and 26.507.105 RCW, with the exception of those provisions contained therein for which a violation constitutes a felony crime, are hereby adopted by reference as currently enacted and as hereinafter amended from time to time, and shall be given the same force and effect as if set forth herein in full.

SECTION 3. Corrections. The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener, clerical, typographical, and spelling errors, references, ordinance numbering, section/subsection numbers and any references thereto.

SECTION 4. Severability. If any one or more sections, subsections, or sentences of this ordinance are held to be unconstitutional or invalid, such decision shall not affect the

validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

SECTION 5. *Effective Date.* This ordinance shall take effect and be in force ten (10) days from and after its passage, approval and publication as provided by law.

PASSED by the City Council the _____ day of _____, 20__.

MICHAEL GOODNOW, Council President

Approved this _____ day of _____, 20__.

GREG WHEELER, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGELA HOOVER, City Clerk

KYLIE J. FINNELL, City Attorney

PUBLISHED the _____ day of _____, 20__.

EFFECTIVE the _____ day of _____, 20__.

ORDINANCE NO. _____.

R:\Legal\Legal\Ordinances\Legal\2022.09.06 Ordinance - 9A.32.070 & 9A.32.080 (DV & Protection Orders).docx

CERTIFICATION OF ENROLLMENT

SUBSTITUTE HOUSE BILL 1901

Chapter 268, Laws of 2022

67th Legislature
2022 Regular Session

CIVIL PROTECTION ORDERS—VARIOUS PROVISIONS

EFFECTIVE DATE: July 1, 2022—Except for sections 9 through 14 and 47, which take effect March 31, 2022; and section 37, which takes effect July 1, 2023.

Passed by the House March 8, 2022
Yeas 57 Nays 40

LAURIE JINKINS

**Speaker of the House of
Representatives**

Passed by the Senate March 3, 2022
Yeas 30 Nays 17

DENNY HECK

President of the Senate

Approved March 31, 2022 4:35 PM

JAY INSLEE

Governor of the State of Washington

CERTIFICATE

I, Bernard Dean, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **SUBSTITUTE HOUSE BILL 1901** as passed by the House of Representatives and the Senate on the dates hereon set forth.

BERNARD DEAN

Chief Clerk

FILED

April 1, 2022

**Secretary of State
State of Washington**

SUBSTITUTE HOUSE BILL 1901

AS AMENDED BY THE SENATE

Passed Legislature - 2022 Regular Session

State of Washington

67th Legislature

2022 Regular Session

By House Civil Rights & Judiciary (originally sponsored by
Representatives Goodman, Davis, Taylor, and Kloba)

READ FIRST TIME 01/31/22.

1 AN ACT Relating to updating laws concerning civil protection
2 orders to further enhance and improve their efficacy and
3 accessibility; amending RCW 7.105.010, 7.105.050, 7.105.070,
4 7.105.075, 7.105.100, 7.105.105, 7.105.115, 7.105.120, 7.105.150,
5 7.105.155, 7.105.165, 7.105.200, 7.105.205, 7.105.250, 7.105.255,
6 7.105.305, 7.105.310, 7.105.320, 7.105.340, 7.105.400, 7.105.450,
7 7.105.460, 7.105.500, 7.105.510, 7.105.555, 7.105.902, 9.41.040,
8 9.41.800, 9.41.801, 42.56.240, 4.08.050, 9.41.042, 12.04.140,
9 12.04.150, 13.40.0357, 13.40.0357, 13.40.160, 13.40.193, 13.40.265,
10 and 26.28.015; amending 2021 c 215 s 87 (uncodified); reenacting and
11 amending RCW 70.02.240; reenacting RCW 50.20.050 and 70.02.230;
12 creating a new section; repealing RCW 7.105.055, 7.105.060,
13 7.105.170, and 7.105.901; providing effective dates; providing
14 expiration dates; and declaring an emergency.

15 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

16 **Sec. 1.** RCW 7.105.010 and 2021 c 215 s 2 are each amended to
17 read as follows:

18 The definitions in this section apply throughout this chapter
19 unless the context clearly requires otherwise.

20 (1) "Abandonment" means action or inaction by a person or entity
21 with a duty of care for a vulnerable adult that leaves the vulnerable

1 adult without the means or ability to obtain necessary food,
2 clothing, shelter, or health care.

3 (2) "Abuse," for the purposes of a vulnerable adult protection
4 order, means intentional, willful, or reckless action or inaction
5 that inflicts injury, unreasonable confinement, intimidation, or
6 punishment on a vulnerable adult. In instances of abuse of a
7 vulnerable adult who is unable to express or demonstrate physical
8 harm, pain, or mental anguish, the abuse is presumed to cause
9 physical harm, pain, or mental anguish. "Abuse" includes sexual
10 abuse, mental abuse, physical abuse, personal exploitation, and
11 improper use of restraint against a vulnerable adult, which have the
12 following meanings:

13 (a) "Improper use of restraint" means the inappropriate use of
14 chemical, physical, or mechanical restraints for convenience or
15 discipline, or in a manner that: (i) Is inconsistent with federal or
16 state licensing or certification requirements for facilities,
17 hospitals, or programs authorized under chapter 71A.12 RCW; (ii) is
18 not medically authorized; or (iii) otherwise constitutes abuse under
19 this section.

20 (b) "Mental abuse" means an intentional, willful, or reckless
21 verbal or nonverbal action that threatens, humiliates, harasses,
22 coerces, intimidates, isolates, unreasonably confines, or punishes a
23 vulnerable adult. "Mental abuse" may include ridiculing, yelling,
24 swearing, or withholding or tampering with prescribed medications or
25 their dosage.

26 (c) "Personal exploitation" means an act of forcing, compelling,
27 or exerting undue influence over a vulnerable adult causing the
28 vulnerable adult to act in a way that is inconsistent with relevant
29 past behavior, or causing the vulnerable adult to perform services
30 for the benefit of another.

31 (d) "Physical abuse" means the intentional, willful, or reckless
32 action of inflicting bodily injury or physical mistreatment.
33 "Physical abuse" includes, but is not limited to, striking with or
34 without an object, slapping, pinching, strangulation, suffocation,
35 kicking, shoving, or prodding.

36 (e) "Sexual abuse" means any form of nonconsensual sexual conduct
37 including, but not limited to, unwanted or inappropriate touching,
38 rape, molestation, indecent liberties, sexual coercion, sexually
39 explicit photographing or recording, voyeurism, indecent exposure,
40 and sexual harassment. "Sexual abuse" also includes any sexual

1 conduct between a staff person, who is not also a resident or client,
2 of a facility or a staff person of a program authorized under chapter
3 71A.12 RCW, and a vulnerable adult living in that facility or
4 receiving service from a program authorized under chapter 71A.12 RCW,
5 whether or not the sexual conduct is consensual.

6 (3) "Chemical restraint" means the administration of any drug to
7 manage a vulnerable adult's behavior in a way that reduces the safety
8 risk to the vulnerable adult or others, has the temporary effect of
9 restricting the vulnerable adult's freedom of movement, and is not
10 standard treatment for the vulnerable adult's medical or psychiatric
11 condition.

12 (4) "Consent" in the context of sexual acts means that at the
13 time of sexual contact, there are actual words or conduct indicating
14 freely given agreement to that sexual contact. Consent must be
15 ongoing and may be revoked at any time. Conduct short of voluntary
16 agreement does not constitute consent as a matter of law. Consent
17 cannot be freely given when a person does not have capacity due to
18 disability, intoxication, or age. Consent cannot be freely given when
19 the other party has authority or control over the care or custody of
20 a person incarcerated or detained.

21 (5) (a) "Course of conduct" means a pattern of conduct composed of
22 a series of acts over a period of time, however short, evidencing a
23 continuity of purpose. "Course of conduct" includes any form of
24 communication, contact, or conduct, including the sending of an
25 electronic communication, but does not include constitutionally
26 protected free speech. Constitutionally protected activity is not
27 included within the meaning of "course of conduct."

28 (b) In determining whether the course of conduct serves any
29 legitimate or lawful purpose, a court should consider whether:

30 (i) Any current contact between the parties was initiated by the
31 respondent only or was initiated by both parties;

32 (ii) The respondent has been given clear notice that all further
33 contact with the petitioner is unwanted;

34 (iii) The respondent's course of conduct appears designed to
35 alarm, annoy, or harass the petitioner;

36 (iv) The respondent is acting pursuant to any statutory authority
37 including, but not limited to, acts which are reasonably necessary
38 to:

39 (A) Protect property or liberty interests;

40 (B) Enforce the law; or

1 (C) Meet specific statutory duties or requirements;

2 (v) The respondent's course of conduct has the purpose or effect
3 of unreasonably interfering with the petitioner's privacy or the
4 purpose or effect of creating an intimidating, hostile, or offensive
5 living environment for the petitioner; or

6 (vi) Contact by the respondent with the petitioner or the
7 petitioner's family has been limited in any manner by any previous
8 court order.

9 (6) "Court clerk" means court administrators in courts of limited
10 jurisdiction and elected court clerks.

11 (7) "Dating relationship" means a social relationship of a
12 romantic nature. Factors that the court may consider in making this
13 determination include: (a) The length of time the relationship has
14 existed; (b) the nature of the relationship; and (c) the frequency of
15 interaction between the parties.

16 (8) "Domestic violence" means:

17 (a) Physical harm, bodily injury, assault, or the infliction of
18 fear of physical harm, bodily injury, or assault; nonconsensual
19 sexual conduct or nonconsensual sexual penetration; coercive control;
20 unlawful harassment; or stalking of one intimate partner by another
21 intimate partner; or

22 (b) Physical harm, bodily injury, assault, or the infliction of
23 fear of physical harm, bodily injury, or assault; nonconsensual
24 sexual conduct or nonconsensual sexual penetration; coercive control;
25 unlawful harassment; or stalking of one family or household member by
26 another family or household member.

27 (9) "Electronic monitoring" has the same meaning as in RCW
28 9.94A.030.

29 (10) "Essential personal effects" means those items necessary for
30 a person's immediate health, welfare, and livelihood. "Essential
31 personal effects" includes, but is not limited to, clothing, cribs,
32 bedding, medications, personal hygiene items, cellular phones and
33 other electronic devices, and documents, including immigration,
34 health care, financial, travel, and identity documents.

35 (11) "Facility" means a residence licensed or required to be
36 licensed under chapter 18.20 RCW, assisted living facilities; chapter
37 18.51 RCW, nursing homes; chapter 70.128 RCW, adult family homes;
38 chapter 72.36 RCW, soldiers' homes; chapter 71A.20 RCW, residential
39 habilitation centers; or any other facility licensed or certified by
40 the department of social and health services.

1 (12) "Family or household members" means: (a) Persons related by
2 blood, marriage, domestic partnership, or adoption; (b) persons who
3 currently or formerly resided together; (c) persons who have a
4 biological or legal parent-child relationship, including stepparents
5 and stepchildren and grandparents and grandchildren, or a parent's
6 intimate partner and children; and (d) a person who is acting or has
7 acted as a legal guardian.

8 (13) "Financial exploitation" means the illegal or improper use
9 of, control over, or withholding of, the property, income, resources,
10 or trust funds of the vulnerable adult by any person or entity for
11 any person's or entity's profit or advantage other than for the
12 vulnerable adult's profit or advantage. "Financial exploitation"
13 includes, but is not limited to:

14 (a) The use of deception, intimidation, or undue influence by a
15 person or entity in a position of trust and confidence with a
16 vulnerable adult to obtain or use the property, income, resources,
17 government benefits, health insurance benefits, or trust funds of the
18 vulnerable adult for the benefit of a person or entity other than the
19 vulnerable adult;

20 (b) The breach of a fiduciary duty, including, but not limited
21 to, the misuse of a power of attorney, trust, or a guardianship or
22 conservatorship appointment, that results in the unauthorized
23 appropriation, sale, or transfer of the property, income, resources,
24 or trust funds of the vulnerable adult for the benefit of a person or
25 entity other than the vulnerable adult; or

26 (c) Obtaining or using a vulnerable adult's property, income,
27 resources, or trust funds without lawful authority, by a person or
28 entity who knows or clearly should know that the vulnerable adult
29 lacks the capacity to consent to the release or use of the vulnerable
30 adult's property, income, resources, or trust funds.

31 (14) "Firearm" means a weapon or device from which a projectile
32 or projectiles may be fired by an explosive such as gunpowder.
33 "Firearm" does not include a flare gun or other pyrotechnic visual
34 distress signaling device, or a powder-actuated tool or other device
35 designed solely to be used for construction purposes. "Firearm" also
36 includes parts that can be assembled to make a firearm.

37 (15) "Full hearing" means a hearing where the court determines
38 whether to issue a full protection order.

39 (16) "Full protection order" means a protection order that is
40 issued by the court after notice to the respondent and where the

1 parties had the opportunity for a full hearing by the court. "Full
2 protection order" includes a protection order entered by the court by
3 agreement of the parties to resolve the petition for a protection
4 order without a full hearing.

5 (17) "Hospital" means a facility licensed under chapter 70.41 or
6 71.12 RCW or a state hospital defined in chapter 72.23 RCW and any
7 employee, agent, officer, director, or independent contractor
8 thereof.

9 (18) "Interested person" means a person who demonstrates to the
10 court's satisfaction that the person is interested in the welfare of
11 a vulnerable adult, that the person has a good faith belief that the
12 court's intervention is necessary, and that the vulnerable adult is
13 unable, due to incapacity, undue influence, or duress at the time the
14 petition is filed, to protect his or her own interests.

15 (19) "Intimate partner" means: (a) Spouses or domestic partners;
16 (b) former spouses or former domestic partners; (c) persons who have
17 a child in common regardless of whether they have been married or
18 have lived together at any time, unless the child is conceived
19 through sexual assault; or (d) persons who have or have had a dating
20 relationship where both persons are at least 13 years of age or
21 older.

22 (20)(a) "Isolate" or "isolation" means to restrict a person's
23 ability to communicate, visit, interact, or otherwise associate with
24 persons of his or her choosing. Isolation may be evidenced by acts
25 including, but not limited to:

26 (i) Acts that prevent a person from sending, making, or receiving
27 his or her personal mail, electronic communications, or telephone
28 calls; or

29 (ii) Acts that prevent or obstruct a person from meeting with
30 others, such as telling a prospective visitor or caller that the
31 person is not present or does not wish contact, where the statement
32 is contrary to the express wishes of the person.

33 (b) The term "isolate" or "isolation" may not be construed in a
34 manner that prevents a guardian or limited guardian from performing
35 his or her fiduciary obligations under chapter 11.92 RCW or prevents
36 a hospital or facility from providing treatment consistent with the
37 standard of care for delivery of health services.

38 (21) "Judicial day" means days of the week other than Saturdays,
39 Sundays, or legal holidays.

1 (22) "Mechanical restraint" means any device attached or adjacent
2 to a vulnerable adult's body that the vulnerable adult cannot easily
3 remove that restricts freedom of movement or normal access to the
4 vulnerable adult's body. "Mechanical restraint" does not include the
5 use of devices, materials, or equipment that are (a) medically
6 authorized, as required, and (b) used in a manner that is consistent
7 with federal or state licensing or certification requirements for
8 facilities, hospitals, or programs authorized under chapter 71A.12
9 RCW.

10 (23) "Minor" means a person who is under 18 years of age.

11 (24) "Neglect" means: (a) A pattern of conduct or inaction by a
12 person or entity with a duty of care that fails to provide the goods
13 and services that maintain the physical or mental health of a
14 vulnerable adult, or that fails to avoid or prevent physical or
15 mental harm or pain to a vulnerable adult; or (b) an act or omission
16 by a person or entity with a duty of care that demonstrates a serious
17 disregard of consequences of such a magnitude as to constitute a
18 clear and present danger to the vulnerable adult's health, welfare,
19 or safety including, but not limited to, conduct prohibited under RCW
20 9A.42.100.

21 (25) "Nonconsensual" means a lack of freely given consent.

22 (26) "Nonphysical contact" includes, but is not limited to,
23 written notes, mail, telephone calls, email, text messages, contact
24 through social media applications, contact through other
25 technologies, ~~((and))~~ or contact through third parties.

26 (27) "Petitioner" means any named petitioner or any other person
27 identified in the petition on whose behalf the petition is brought.

28 (28) "Physical restraint" means the application of physical force
29 without the use of any device, for the purpose of restraining the
30 free movement of a vulnerable adult's body. "Physical restraint" does
31 not include (a) briefly holding, without undue force, a vulnerable
32 adult in order to calm or comfort him or her, or (b) holding a
33 vulnerable adult's hand to safely escort him or her from one area to
34 another.

35 (29) "Possession" means having an item in one's custody or
36 control. Possession may be either actual or constructive. Actual
37 possession occurs when the item is in the actual physical custody of
38 the person charged with possession. Constructive possession occurs
39 when there is no actual physical possession, but there is dominion
40 and control over the item.

1 (30) "Respondent" means the person who is identified as the
2 respondent in a petition filed under this chapter.

3 (31) "Sexual conduct" means any of the following:

4 (a) Any intentional or knowing touching or fondling of the
5 genitals, anus, or breasts, directly or indirectly, including through
6 clothing;

7 (b) Any intentional or knowing display of the genitals, anus, or
8 breasts for the purposes of arousal or sexual gratification of the
9 respondent;

10 (c) Any intentional or knowing touching or fondling of the
11 genitals, anus, or breasts, directly or indirectly, including through
12 clothing, that the petitioner is forced to perform by another person
13 or the respondent;

14 (d) Any forced display of the petitioner's genitals, anus, or
15 breasts for the purposes of arousal or sexual gratification of the
16 respondent or others;

17 (e) Any intentional or knowing touching of the clothed or
18 unclothed body of a child under the age of 16, if done for the
19 purpose of sexual gratification or arousal of the respondent or
20 others; or

21 (f) Any coerced or forced touching or fondling by a child under
22 the age of 16, directly or indirectly, including through clothing, of
23 the genitals, anus, or breasts of the respondent or others.

24 (32) "Sexual penetration" means any contact, however slight,
25 between the sex organ or anus of one person by an object, the sex
26 organ, mouth, or anus of another person, or any intrusion, however
27 slight, of any part of the body of one person or of any animal or
28 object into the sex organ or anus of another person including, but
29 not limited to, cunnilingus, fellatio, or anal penetration. Evidence
30 of emission of semen is not required to prove sexual penetration.

31 (33) "Stalking" means any of the following:

32 (a) Any act of stalking as defined under RCW 9A.46.110;

33 (b) Any act of cyberstalking as defined under RCW 9.61.260; or

34 (c) Any course of conduct involving repeated or continuing
35 contacts, attempts to contact, monitoring, tracking, surveillance,
36 keeping under observation, disrupting activities in a harassing
37 manner, or following of another person that:

38 (i) Would cause a reasonable person to feel intimidated,
39 frightened, under duress, significantly disrupted, or threatened and
40 that actually causes such a feeling;

1 (ii) Serves no lawful purpose; and

2 (iii) The respondent knows, or reasonably should know, threatens,
3 frightens, or intimidates the person, even if the respondent did not
4 intend to intimidate, frighten, or threaten the person.

5 (34) "Temporary protection order" means a protection order that
6 is issued before the court has decided whether to issue a full
7 protection order. "Temporary protection order" includes ex parte
8 temporary protection orders, as well as temporary protection orders
9 that are reissued by the court pending the completion of a full
10 hearing to decide whether to issue a full protection order. An "ex
11 parte temporary protection order" means a temporary protection order
12 that is issued without prior notice to the respondent.

13 (35) "Unlawful harassment" means:

14 (a) A knowing and willful course of conduct directed at a
15 specific person that seriously alarms, annoys, harasses, or is
16 detrimental to such person, and that serves no legitimate or lawful
17 purpose. The course of conduct must be such as would cause a
18 reasonable person to suffer substantial emotional distress, and must
19 actually cause substantial emotional distress to the petitioner; or

20 (b) A single act of violence or threat of violence directed at a
21 specific person that seriously alarms, annoys, harasses, or is
22 detrimental to such person, and that serves no legitimate or lawful
23 purpose, which would cause a reasonable person to suffer substantial
24 emotional distress, and must actually cause substantial emotional
25 distress to the petitioner. A single threat of violence must include:

26 (i) A malicious and intentional threat as described in RCW
27 9A.36.080(1)(c); or (ii) the presence of a firearm or other weapon.

28 (36) "Vulnerable adult" includes a person:

29 (a) Sixty years of age or older who has the functional, mental,
30 or physical inability to care for himself or herself; or

31 (b) Subject to a guardianship under RCW 11.130.265 or adult
32 subject to conservatorship under RCW 11.130.360; or

33 (c) Who has a developmental disability as defined under RCW
34 71A.10.020; or

35 (d) Admitted to any facility; or

36 (e) Receiving services from home health, hospice, or home care
37 agencies licensed or required to be licensed under chapter 70.127
38 RCW; or

1 (f) Receiving services from a person under contract with the
2 department of social and health services to provide services in the
3 home under chapter 74.09 or 74.39A RCW; or

4 (g) Who self-directs his or her own care and receives services
5 from a personal aide under chapter 74.39 RCW.

6 (37)(a) "Coercive control" means a pattern of behavior that is
7 used to cause another to suffer physical, emotional, or psychological
8 harm, and in purpose or effect unreasonably interferes with a
9 person's free will and personal liberty. In determining whether the
10 interference is unreasonable, the court shall consider the context
11 and impact of the pattern of behavior from the perspective of a
12 similarly situated person. Examples of coercive control include, but
13 are not limited to, engaging in any of the following:

14 (i) Intimidation or controlling or compelling conduct by:

15 (A) Damaging, destroying, or threatening to damage or destroy, or
16 forcing the other party to relinquish, goods, property, or items of
17 special value;

18 (B) Using technology to threaten, humiliate, harass, stalk,
19 intimidate, exert undue influence over, or abuse the other party,
20 including by engaging in cyberstalking, monitoring, surveillance,
21 impersonation, manipulation of electronic media, or distribution of
22 or threats to distribute actual or fabricated intimate images;

23 (C) Carrying, exhibiting, displaying, drawing, or threatening to
24 use, any firearm or any other weapon apparently capable of producing
25 bodily harm, in a manner, under circumstances, and at a time and
26 place that either manifests an intent to intimidate the other party
27 or that warrants alarm by the other party for their safety or the
28 safety of other persons;

29 (D) Driving recklessly with the other party or minor children in
30 the vehicle;

31 (E) Communicating, directly or indirectly, the intent to:

32 (I) Harm the other party's children, family members, friends, or
33 pets, including by use of physical forms of violence;

34 (II) Harm the other party's career;

35 (III) Attempt suicide or other acts of self-harm; or

36 (IV) Contact local or federal agencies based on actual or
37 suspected immigration status;

38 (F) Exerting control over the other party's identity documents;

39 (G) Making, or threatening to make, private information public,
40 including the other party's sexual orientation or gender identity,

1 medical or behavioral health information, or other confidential
2 information that jeopardizes safety; or

3 (H) Engaging in sexual or reproductive coercion;

4 (ii) Causing dependence, confinement, or isolation of the other
5 party from friends, relatives, or other sources of support, including
6 schooling and employment, or subjecting the other party to physical
7 confinement or restraint;

8 (iii) Depriving the other party of basic necessities or
9 committing other forms of financial exploitation;

10 (iv) Controlling, exerting undue influence over, interfering
11 with, regulating, or monitoring the other party's movements,
12 communications, daily behavior, finances, economic resources, or
13 employment, including but not limited to interference with or
14 attempting to limit access to services for children of the other
15 party, such as health care, medication, child care, or school-based
16 extracurricular activities;

17 (v) Engaging in vexatious litigation or abusive litigation as
18 defined in RCW 26.51.020 against the other party to harass, coerce,
19 or control the other party, to diminish or exhaust the other party's
20 financial resources, or to compromise the other party's employment or
21 housing; or

22 (vi) Engaging in psychological aggression, including inflicting
23 fear, humiliating, degrading, or punishing the other party.

24 (b) "Coercive control" does not include protective actions taken
25 by a party in good faith for the legitimate and lawful purpose of
26 protecting themselves or children from the risk of harm posed by the
27 other party.

28 **Sec. 2.** RCW 7.105.050 and 2021 c 215 s 4 are each amended to
29 read as follows:

30 (1) The superior((~~7~~)) and district((~~7~~ and municipal)) courts have
31 jurisdiction over domestic violence protection order proceedings
32 ((and)), sexual assault protection order proceedings, stalking
33 protection order proceedings, and antiharassment protection order
34 proceedings under this chapter((~~The jurisdiction of district and~~
35 municipal courts is limited to enforcement of RCW 7.105.450(1), or
36 the equivalent municipal ordinance, and the issuance and enforcement
37 of temporary orders for protection provided for in RCW 7.105.305
38 if)), except that such proceedings must be transferred from district
39 court to superior court when:

1 (a) A superior court has exercised or is exercising jurisdiction
2 over a proceeding involving the parties;

3 (b) ~~((The petition for relief under this chapter presents issues~~
4 ~~of the residential schedule of, and contact with, children of the~~
5 ~~parties; or~~

6 ~~(c) The petition for relief under this chapter requests the court~~
7 ~~to exclude a party from the dwelling which the parties share))~~ The
8 action would have the effect of interfering with a respondent's care,
9 control, or custody of the respondent's minor child;

10 (c) The action would affect the use or enjoyment of real property
11 for which the respondent has a cognizable claim or would exclude a
12 party from a shared dwelling;

13 (d) The petitioner, victim, or respondent to the petition is
14 under 18 years of age; or

15 (e) The district court is unable to verify whether there are
16 potentially conflicting or related orders involving the parties as
17 required by RCW 7.105.105 or 7.105.555.

18 (2) (a) When the jurisdiction of a district ~~((or municipal))~~ court
19 is limited to the issuance and enforcement of a temporary protection
20 order, the district ~~((or municipal))~~ court shall set the full hearing
21 in superior court and transfer the case, indicating in the transfer
22 order the circumstances and findings supporting transfer to the
23 superior court.

24 (b) If the notice and order are not served on the respondent in
25 time for the full hearing, the issuing court shall have concurrent
26 jurisdiction with the superior court to extend the temporary
27 protection order. The superior court to which the case is being
28 transferred shall determine whether to grant any request for a
29 continuance.

30 (3) Transfer procedures, court calendars, and judicial officer
31 assignment must further the goals of this chapter to: Minimize delay;
32 make the system less complex; provide sufficient victim support,
33 consistency, safety, timeliness, and procedural fairness; enable
34 comprehensive use of electronic filing, case tracking, and records
35 management systems; provide for judicial officers with expertise and
36 training in protection orders and trauma-informed practices and
37 continuity of judicial officers at each hearing so the judicial
38 officer will have greater familiarity with the parties, history, and
39 allegations; and help ensure that there is compliance with timely and
40 comprehensive firearms relinquishment to reduce risk of harm. Courts

1 shall make publicly available in print and online information about
2 their transfer procedures, court calendars, and judicial officer
3 assignment.

4 **Sec. 3.** RCW 7.105.070 and 2021 c 215 s 8 are each amended to
5 read as follows:

6 The superior courts have jurisdiction over extreme risk
7 protection order proceedings under this chapter. The juvenile court
8 may hear an extreme risk protection order proceeding under this
9 chapter if the respondent is under the age of 18 years. Additionally,
10 district ~~((and municipal))~~ courts have limited jurisdiction over the
11 issuance and enforcement of temporary extreme risk protection orders
12 issued under RCW 7.105.330. The district ~~((or municipal))~~ court shall
13 set the full hearing in superior court and transfer the case. If the
14 notice and order are not served on the respondent in time for the
15 full hearing, the issuing court has concurrent jurisdiction with the
16 superior court to extend the temporary extreme risk protection order.
17 The superior court to which the case is being transferred shall
18 determine whether to grant any request for a continuance.

19 **Sec. 4.** RCW 7.105.075 and 2021 c 215 s 9 are each amended to
20 read as follows:

21 An action for a protection order should be filed in the county
22 ~~((or municipality))~~ where the petitioner resides. The petitioner may
23 also file in:

24 (1) The county ~~((or municipality))~~ where an act giving rise to
25 the petition for a protection order occurred;

26 (2) The county ~~((or municipality))~~ where a child to be protected
27 by the order primarily resides;

28 (3) The county ~~((or municipality))~~ where the petitioner resided
29 prior to relocating if relocation was due to the respondent's
30 conduct; or

31 (4) The court nearest to the petitioner's residence or former
32 residence under subsection (3) of this section.

33 **Sec. 5.** RCW 7.105.100 and 2021 c 215 s 13 are each amended to
34 read as follows:

35 (1) There exists an action known as a petition for a protection
36 order. The following types of petitions for a protection order may be
37 filed:

1 (a) A petition for a domestic violence protection order, which
2 must allege the existence of domestic violence committed against the
3 petitioner or petitioners by an intimate partner or a family or
4 household member. The petitioner may petition for relief on behalf of
5 himself or herself and on behalf of family or household members who
6 are minors or vulnerable adults. A petition for a domestic violence
7 protection order must specify whether the petitioner and the
8 respondent are intimate partners or family or household members. A
9 petitioner who has been sexually assaulted or stalked by an intimate
10 partner or a family or household member should, but is not required
11 to, seek a domestic violence protection order, rather than a sexual
12 assault protection order or a stalking protection order.

13 (b) A petition for a sexual assault protection order, which must
14 allege the existence of nonconsensual sexual conduct or nonconsensual
15 sexual penetration that was committed against the petitioner by the
16 respondent. A petitioner who has been sexually assaulted by an
17 intimate partner or a family or household member should, but is not
18 required to, seek a domestic violence protection order, rather than a
19 sexual assault protection order. A single incident of nonconsensual
20 sexual conduct or nonconsensual sexual penetration is sufficient
21 grounds for a petition for a sexual assault protection order. The
22 petitioner may petition for a sexual assault protection order on
23 behalf of:

24 (i) Himself or herself;

25 (ii) A minor child, where the petitioner is the parent, legal
26 guardian, or custodian;

27 (iii) A vulnerable adult, where the petitioner is an interested
28 person; or

29 (iv) Any other adult for whom the petitioner demonstrates to the
30 court's satisfaction that the petitioner is interested in the adult's
31 well-being, the court's intervention is necessary, and the adult
32 cannot file the petition because of age, disability, health, or
33 inaccessibility.

34 (c) A petition for a stalking protection order, which must allege
35 the existence of stalking committed against the petitioner or
36 petitioners by the respondent. A petitioner who has been stalked by
37 an intimate partner or a family or household member should, but is
38 not required to, seek a domestic violence protection order, rather
39 than a stalking protection order. The petitioner may petition for a
40 stalking protection order on behalf of:

1 (i) Himself or herself;

2 (ii) A minor child, where the petitioner is the parent, legal
3 guardian, or custodian;

4 (iii) A vulnerable adult, where the petitioner is an interested
5 person; or

6 (iv) Any other adult for whom the petitioner demonstrates to the
7 court's satisfaction that the petitioner is interested in the adult's
8 well-being, the court's intervention is necessary, and the adult
9 cannot file the petition because of age, disability, health, or
10 inaccessibility.

11 (d) A petition for a vulnerable adult protection order, which
12 must allege that the petitioner, or person on whose behalf the
13 petition is brought, is a vulnerable adult and that the petitioner,
14 or person on whose behalf the petition is brought, has been
15 abandoned, abused, financially exploited, or neglected, or is
16 threatened with abandonment, abuse, financial exploitation, or
17 neglect, by the respondent. ~~((If the petition is filed by an
18 interested person, the affidavit or declaration must also include a
19 statement of why the petitioner qualifies as an interested person.))~~

20 (e) A petition for an extreme risk protection order, which must
21 allege that the respondent poses a significant danger of causing
22 personal injury to self or others by having in the respondent's
23 custody or control, purchasing, possessing, accessing, receiving, or
24 attempting to purchase or receive, a firearm. The petition must also
25 identify information the petitioner is able to provide about the
26 firearms, such as the number, types, and locations of any firearms
27 the petitioner believes to be in the respondent's current ownership,
28 possession, custody, access, or control. A petition for an extreme
29 risk protection order may be filed by (i) an intimate partner or a
30 family or household member of the respondent; or (ii) a law
31 enforcement agency.

32 (f) A petition for an antiharassment protection order, which must
33 allege the existence of unlawful harassment committed against the
34 petitioner or petitioners by the respondent. If a petitioner is
35 seeking relief based on domestic violence, nonconsensual sexual
36 conduct, nonconsensual sexual penetration, or stalking, the
37 petitioner may, but is not required to, seek a domestic violence,
38 sexual assault, or stalking protection order, rather than an
39 antiharassment order. The petitioner may petition for an
40 antiharassment protection order on behalf of:

1 (i) Himself or herself;
2 (ii) A minor child, where the petitioner is the parent, legal
3 guardian, or custodian;
4 (iii) A vulnerable adult, where the petitioner is an interested
5 person; or
6 (iv) Any other adult for whom the petitioner demonstrates to the
7 court's satisfaction that the petitioner is interested in the adult's
8 well-being, the court's intervention is necessary, and the adult
9 cannot file the petition because of age, disability, health, or
10 inaccessibility.

11 (2) With the exception of vulnerable adult protection orders, a
12 person under 18 years of age who is 15 years of age or older may seek
13 relief under this chapter as a petitioner and is not required to seek
14 relief through a petition filed on his or her behalf. He or she may
15 also petition on behalf of a family or household member who is a
16 minor if chosen by the minor and capable of pursuing the minor's
17 stated interest in the action.

18 (3) A person under 15 years of age who is seeking relief under
19 this chapter is required to seek relief by a person authorized as a
20 petitioner under this section.

21 (4) If a petition for a protection order is filed by an
22 interested person, the affidavit or declaration must also include a
23 statement of why the petitioner qualifies as an interested person.

24 (5) A petition for any type of protection order must not be
25 dismissed or denied on the basis that the conduct alleged by the
26 petitioner would meet the criteria for the issuance of another type
27 of protection order. If a petition meets the criteria for a different
28 type of protection order other than the one sought by the petitioner,
29 the court shall consider the petitioner's preference, and enter a
30 temporary protection order or set the matter for a hearing as
31 appropriate under the law. The court's decision on the appropriate
32 type of order shall not be premised on alleviating any potential
33 stigma on the respondent.

34 ((+5+)) (6) The protection order petition must contain a section
35 where the petitioner, regardless of petition type, may request
36 specific relief provided for in RCW 7.105.310 that the petitioner
37 seeks for himself or herself or for family or household members who
38 are minors. The totality of selected relief, and any other relief the
39 court deems appropriate for the petitioner, or family or household
40 members who are minors, must be considered at the time of entry of

1 temporary protection orders and at the time of entry of full
2 protection orders.

3 ~~((+6))~~ (7) If a court reviewing the petition for a protection
4 order or a request for a temporary protection order determines that
5 the petition was not filed in the correct court, the court shall
6 enter findings establishing the correct court, and direct the clerk
7 to transfer the petition to the correct court and to provide notice
8 of the transfer to all parties who have appeared.

9 ~~((+7))~~ (8) Upon filing a petition for a protection order, the
10 petitioner may request that the court enter an ex parte temporary
11 protection order and an order to surrender and prohibit weapons
12 without notice until a hearing on a full protection order may be
13 held. When requested, there shall be a rebuttable presumption to
14 include the petitioner's minor children as protected parties in the
15 ex parte temporary domestic violence protection order until the full
16 hearing to reduce the risk of harm to children during periods of
17 heightened risk, unless there is good cause not to include the minor
18 children. If the court denies the petitioner's request to include the
19 minor children, the court shall make written findings why the
20 children should not be included, pending the full hearing. An ex
21 parte temporary protection order shall be effective for a fixed
22 period of time and shall be issued initially for a period not to
23 exceed 14 days, which may be extended for good cause.

24 ~~((+8) The court may, at its discretion, issue a temporary order~~
25 ~~on the petition with or without a hearing. If an order is not signed~~
26 ~~upon presentation, the court shall set a hearing for a full~~
27 ~~protection order not later than 14 days from the date of the filing~~
28 ~~of the petition for a protection order, if the petition for a~~
29 ~~protection order is filed before close of business on a judicial day.~~
30 ~~If a petition for a protection order is filed after close of business~~
31 ~~on a judicial day or is filed on a nonjudicial day, the court shall~~
32 ~~set a hearing for a full protection order not later than 14 days from~~
33 ~~the first judicial day after the petition is filed.))~~

34 **Sec. 6.** RCW 7.105.105 and 2021 c 215 s 14 are each amended to
35 read as follows:

36 The following apply to all petitions for protection orders under
37 this chapter.

38 (1)(a) By January 1, 2023, county clerks on behalf of all
39 superior courts and, by January 1, 2026, all courts of limited

jurisdiction, must permit petitions for protection orders and all other filings in connection with the petition to be submitted as preferred by the petitioner either: (i) In person; (ii) remotely through an electronic submission process; or (iii) by mail for persons who are incarcerated or who are otherwise unable to file in person or remotely through an electronic system. The court or clerk must make ~~((all electronically filed court documents available for electronic access by))~~ available electronically to judicial officers ~~((statewide))~~ any protection orders filed within the state. Judicial officers may not be charged for access to such documents. The electronic ~~((filing))~~ submission system must allow for petitions for protection orders and supportive documents to be ~~((filed))~~ submitted at any time of the day. When a petition and supporting documents for a protection order are submitted to the clerk after business hours, they must be processed as soon as possible on the next judicial day. Petitioners and respondents should not ~~((be charged))~~ incur additional charges for electronic ~~((filing))~~ submission for petitions and documents filed pursuant to this section.

(b) By January 1, 2023, all superior courts' systems and, by January 1, 2026, all limited jurisdiction courts' systems, should allow for the petitioner to electronically track the progress of the petition for a protection order. Notification may be provided by text messaging or email, and should provide reminders of court appearances and alert the petitioner when the following occur: (i) The petition has been processed and is under review by a judicial officer; (ii) the order has been signed; (iii) the order has been transmitted to law enforcement for entry into the Washington crime information center system; (iv) ~~((return))~~ proof of service upon the respondent has been filed with the court or clerk; ~~((and))~~ (v) a receipt for the surrender of firearms has been filed with the court or clerk; and (vi) the respondent has filed a motion for the release of surrendered firearms. Respondents, once served, should be able to sign up for similar electronic notification. Petitioners and respondents should not be charged for electronic notification.

(2) The petition must be accompanied by a confidential document to be used by the courts and law enforcement to fully identify the parties and serve the respondent. This record will be exempt from public disclosure at all times, and restricted access to this form is governed by general rule 22 provisions governing access to the confidential information form. The petitioner is required to fill out

1 the confidential party information form to the petitioner's fullest
2 ability. The respondent (~~((must))~~) should be (~~((served with))~~) provided a
3 blank confidential party information form at the time of service, and
4 when the respondent first appears, the respondent must confirm with
5 the court the respondent's identifying and current contact
6 information, including electronic means of contact, and file this
7 with the court.

8 (3) A petition must be accompanied by a declaration signed under
9 penalty of perjury stating the specific facts and circumstances for
10 which relief is sought. Parties, attorneys, and witnesses may
11 electronically sign sworn statements in all filings.

12 (4) The petitioner and the respondent must disclose the existence
13 of any other litigation or of any other restraining, protection, or
14 no-contact orders between the parties, to the extent that such
15 information is known by the petitioner and the respondent. To the
16 extent possible, the court shall take judicial notice of any existing
17 restraining, protection, or no-contact orders between the parties
18 before entering a protection order. The court shall not include
19 provisions in a protection order that would allow the respondent to
20 engage in conduct that is prohibited by another restraining,
21 protection, or no-contact order between the parties that was entered
22 in a different proceeding. The obligation to disclose the existence
23 of any other litigation includes, but is not limited to, the
24 existence of any other litigation concerning the custody or
25 residential placement of a child of the parties as set forth in RCW
26 26.27.281. The court administrator shall verify for the court the
27 terms of any existing protection order governing the parties.

28 (5) The petition may be made regardless of whether or not there
29 is a pending lawsuit, complaint, petition, or other action between
30 the parties, except in cases where the court has realigned the
31 parties in accordance with RCW 7.105.210.

32 (6) Relief under this chapter must not be denied or delayed on
33 the grounds that the relief is available in another action. The court
34 shall not defer acting on a petition for a protection order nor grant
35 a petitioner less than the full relief that the petitioner is
36 otherwise entitled to under this chapter because there is, or could
37 be, another proceeding involving the parties including, but not
38 limited to, any potential or pending family law matter or criminal
39 matter.

1 (7) A person's right to petition for relief under this chapter is
2 not affected by the person leaving his or her residence or household.

3 (8) A petitioner is not required to post a bond to obtain relief
4 in any proceeding for a protection order.

5 (9)(a) No fees for service of process may be charged by a court
6 or any public agency to petitioners seeking relief under this
7 chapter. Except as provided in (b) of this subsection, courts may not
8 charge petitioners any fees or surcharges the payment of which is a
9 condition precedent to the petitioner's ability to secure access to
10 relief under this chapter. Petitioners shall be provided the
11 necessary number of certified copies, forms, and instructional
12 brochures free of charge, including a copy of the service packet that
13 consists of all documents that are being served on the respondent. A
14 respondent who is served electronically with a protection order shall
15 be provided a certified copy of the order free of charge upon
16 request.

17 (b) A filing fee may be charged for a petition for an
18 antiharassment protection order except as follows:

19 (i) No filing fee may be charged to a petitioner seeking an
20 antiharassment protection order against a person who has engaged in
21 acts of stalking as defined in RCW 9A.46.110, a hate crime under RCW
22 9A.36.080(1)(c), or a single act of violence or threat of violence
23 under RCW 7.105.010(35)(b), or from a person who has engaged in
24 nonconsensual sexual conduct or penetration or conduct that would
25 constitute a sex offense as defined in RCW 9A.44.128, or from a
26 person who is a family or household member or intimate partner who
27 has engaged in conduct that would constitute domestic violence; and

28 (ii) The court shall waive the filing fee if the court determines
29 the petitioner is not able to pay the costs of filing.

30 (10) If the petition states that disclosure of the petitioner's
31 address or other identifying location information would risk harm to
32 the petitioner or any member of the petitioner's family or household,
33 that address may be omitted from all documents filed with the court.
34 If the petitioner has not disclosed an address under this subsection,
35 the petitioner shall designate an alternative address or email
36 address at which the respondent may serve the petitioner.

37 (11) Subject to the availability of amounts appropriated for this
38 specific purpose, or as provided through alternative sources
39 including, but not limited to, grants, local funding, or pro bono
40 means, if the court deems it necessary, the court may appoint a

guardian ad litem for a petitioner or a respondent who is under 18 years of age and who is not represented by counsel. If a guardian ad litem is appointed by the court for either or both parties, neither the petitioner nor the respondent shall be required by the court to pay any costs associated with the appointment.

~~(12) ((Minor children must only be referred to in the petition and in all other publicly available filed documents by their initials and date of birth. Any orders issued by the court for entry into a law enforcement database must show the minor's full name for purposes of identification, but be redacted to only display initials and date of birth for purposes of public access.~~

~~(13))~~ If a petitioner has requested an ex parte temporary protection order, because these are often emergent situations, the court shall prioritize review, either entering an order without a hearing or scheduling and holding an ex parte hearing in person, by telephone, by video, or by other electronic means on the day the petition is filed if possible. Otherwise, it must be heard no later than the following judicial day. The clerk shall ensure that the request for an ex parte temporary protection order is presented timely to a judicial officer, and signed orders will be returned promptly to the clerk for entry and to the petitioner as specified in this section.

~~((14))~~ (13) Courts shall not require a petitioner to file duplicative forms.

~~((15))~~ (14) The Indian child welfare act applies in the following manner.

(a) In a proceeding under this chapter where the petitioner seeks to protect a minor and the petitioner is not the minor's parent as defined by RCW 13.38.040, the petition must contain a statement alleging whether the minor is or may be an Indian child as defined in RCW 13.38.040. If the minor is an Indian child, chapter 13.38 RCW and the federal Indian child welfare act, 25 U.S.C. Sec. 1901 et seq., shall apply. A party should allege in the petition if these laws have been satisfied in a prior proceeding and identify the proceeding.

(b) Every order entered in any proceeding under this chapter where the petitioner is not a parent of the minor or minors protected by the order must contain a finding that the federal Indian child welfare act or chapter 13.38 RCW does or does not apply, or if there is insufficient information to make a determination, the court must make a finding that a determination must be made before a full

1 protection order may be entered. If there is reason to know the child
2 is an Indian child, but the court does not have sufficient evidence
3 to determine that the child is or is not an Indian child, 25 C.F.R.
4 Sec. 23.107(b) applies. Where there is a finding that the federal
5 Indian child welfare act or chapter 13.38 RCW does apply, the order
6 must also contain a finding that all notice, evidentiary
7 requirements, and placement preferences under the federal Indian
8 child welfare act and chapter 13.38 RCW have been satisfied, or a
9 finding that removal or placement of the child is necessary to
10 prevent imminent physical damage or harm to the child pursuant to 25
11 U.S.C. Sec. 1922 and RCW 13.38.140. Where there is a finding that the
12 federal Indian child welfare act or chapter 13.38 RCW does not apply,
13 the order must also contain a finding as to why there is no reason to
14 know the child may be an Indian child.

15 **Sec. 7.** RCW 7.105.115 and 2021 c 215 s 16 are each amended to
16 read as follows:

17 (1) By (~~June~~) December 30, 2022, the administrative office of
18 the courts shall:

19 (a) Develop and distribute standard forms for petitions and
20 orders issued under this chapter, and facilitate the use of online
21 forms for electronic filings.

22 (i) For all protection orders except extreme risk protection
23 orders, the protection order must include, in a conspicuous location,
24 a notice of criminal penalties resulting from a violation of the
25 order, and the following statement: "You can be arrested even if the
26 protected person or persons invite or allow you to violate the order.
27 You alone are responsible for following the order. Only the court may
28 change the order. Requests for changes must be made in writing."

29 (ii) For extreme risk protection orders, the protection order
30 must include, in a conspicuous location, a notice of criminal
31 penalties resulting from a violation of the order, and the following
32 statement: "You have the sole responsibility to avoid or refrain from
33 violating this order's provisions. Only the court may change the
34 order. Requests for changes must be made in writing.";

35 (b) Develop and distribute instructions and informational
36 brochures regarding protection orders and a court staff handbook on
37 the protection order process, which shall be made available online to
38 view and download at no cost. Developing additional methods to inform
39 the public about protection orders in understandable terms and in

languages other than English through videos and social media should also be considered. The instructions, brochures, forms, and handbook must be prepared in consultation with civil legal aid, culturally specific advocacy programs, and domestic violence and sexual assault advocacy programs. The instructions must be designed to assist petitioners in completing the petition, and must include a sample of standard petition and protection order forms. The instructions and standard petition must include a means for the petitioner to identify, with only lay knowledge, the firearms the respondent may own, possess, receive, have access to, or have in the respondent's custody or control. The instructions must provide pictures of types of firearms that the petitioner may choose from to identify the relevant firearms, or an equivalent means to allow petitioners to identify firearms without requiring specific or technical knowledge regarding the firearms. The court staff handbook must allow for the addition of a community resource list by the court clerk. The informational brochure must describe the use of, and the process for, obtaining, renewing, modifying, terminating, and enforcing protection orders as provided under this chapter, as well as the process for obtaining, modifying, terminating, and enforcing an antiharassment no-contact order as provided under chapter 9A.46 RCW, a domestic violence no-contact order as provided under chapter 10.99 RCW, a restraining order as provided under chapters 26.09, 26.26A, 26.26B, and 26.44 RCW, a foreign protection order as defined in chapter 26.52 RCW, and a Canadian domestic violence protection order as defined in RCW 26.55.010;

(c) Determine the significant non-English-speaking or limited English-speaking populations in the state. The administrative office of the courts shall then arrange for translation of the instructions and informational brochures required by this section, which must contain a sample of the standard petition and protection order forms, into the languages spoken by at least the top five significant non-English-speaking populations, and shall distribute a master copy of the translated instructions and informational brochures to all court clerks and to the Washington supreme court's interpreter commission, minority and justice commission, and gender and justice commission (~~by July 25, 2021~~). Such materials must be updated and distributed if needed due to relevant changes in the law;

(d)(i) Distribute a master copy of the petition and order forms, instructions, and informational brochures to all court clerks, and

1 distribute a master copy of the petition and order forms to all
2 superior, district, and municipal courts;

3 (ii) In collaboration with civil legal aid attorneys, domestic
4 violence advocates, sexual assault advocates, elder abuse advocates,
5 clerks, and judicial officers, develop and distribute a single
6 petition form that a petitioner may use to file for any type of
7 protection order authorized by this chapter, with the exception of
8 extreme risk protection orders;

9 (iii) For extreme risk protection orders, develop and prepare:

10 (A) A standard petition and order form for an extreme risk
11 protection order, as well as a standard petition and order form for
12 an extreme risk protection order sought against a respondent under 18
13 years of age, titled "Extreme Risk Protection Order - Respondent
14 Under 18 Years";

15 (B) Pattern forms to assist in streamlining the process for those
16 persons who are eligible to seal records relating to an order under
17 (d)(i) of this subsection, including:

18 (I) A petition and declaration the respondent can complete to
19 ensure that requirements for public sealing have been met; and

20 (II) An order sealing the court records relating to that order;
21 and

22 (C) An informational brochure to be served on any respondent who
23 is subject to a temporary or full protection order under (d)(iii)(A)
24 of this subsection;

25 (e) Create a new confidential party information form to satisfy
26 the purposes of the confidential information form and the law
27 enforcement information sheet that will serve both the court's and
28 law enforcement's data entry needs without requiring a redundant
29 effort for the petitioner, and ensure the petitioner's confidential
30 information is protected for the purpose of safety. The form should
31 be created with the presumption that it will also be used by the
32 respondent to provide all current contact information needed by the
33 court and law enforcement, and full identifying information for
34 improved data entry. The form should also prompt the petitioner to
35 disclose on the form whether the person who the petitioner is seeking
36 to restrain has a disability, brain injury, or impairment requiring
37 special assistance; and

38 (f) Update the instructions, brochures, standard petition and
39 order for protection forms, and court staff handbook when changes in
40 the law make an update necessary.

1 (2) (~~The~~) By July 1, 2022, the administrative office of the
2 courts, through the gender and justice commission of the Washington
3 state supreme court, and with the support of the Washington state
4 women's commission, shall work with representatives of superior,
5 district, and municipal court judicial officers, court clerks, and
6 administrators, including those with experience in protection order
7 proceedings, as well as advocates and practitioners with expertise in
8 each type of protection order, and others with relevant expertise, to
9 develop for the courts:

10 (a) Standards for filing evidence in protection order proceedings
11 in a manner that protects victim safety and privacy, including
12 evidence in the form of text messages, social media messages, voice
13 mails, and other recordings, and the development of a sealed cover
14 sheet for explicit or intimate images and recordings; and

15 (b) Requirements for private vendors who provide services related
16 to filing systems for protection orders, as well as what data should
17 be collected.

18 **Sec. 8.** RCW 7.105.120 and 2021 c 215 s 17 are each amended to
19 read as follows:

20 (1) All court clerks' offices shall make available the
21 standardized forms, instructions, and informational brochures
22 required by this chapter, and shall (~~fill in and~~) keep current
23 specific program names and telephone numbers for community resources,
24 including civil legal aid and volunteer lawyer programs. Any
25 assistance or information provided by clerks under this chapter, or
26 any assistance or information provided by any person, including court
27 clerks, employees of the department of social and health services,
28 and other court facilitators, to complete the forms provided by the
29 court, does not constitute the practice of law, and clerks are not
30 responsible for incorrect information contained in a petition.

31 (2) All court clerks shall (~~obtain~~) accept and provide
32 community resource lists as described in (a) and (b) of this
33 subsection, which the court shall make available as part of, or in
34 addition to, the informational brochures described in RCW 7.105.115.

35 (a) The court clerk shall (~~obtain a~~) accept an appropriate
36 community resource list from a domestic violence program and from a
37 sexual assault program serving the county in which the court is
38 located. The community resource list must include the names,
39 telephone numbers, and, as available, website links of domestic

1 violence programs, sexual assault programs, and elder abuse programs
2 serving the community in which the court is located, including law
3 enforcement agencies, domestic violence agencies, sexual assault
4 agencies, civil legal aid programs, elder abuse programs,
5 interpreters, multicultural programs, and batterers' treatment
6 programs. The list must be made available in print and online.

7 (b) The court clerk may create a community resource list of
8 crisis intervention, behavioral health, interpreter, counseling, and
9 other relevant resources serving the county in which the court is
10 located. The clerk may also create a community resource list for
11 respondents to include suicide prevention, treatment options, and
12 resources for when children are involved in protection order cases.
13 Any list ~~((shall))~~ must be made available in print and online.

14 (c) Courts may make the community resource lists specified in (a)
15 and (b) of this subsection available as part of, or in addition to,
16 the informational brochures described in subsection (1) of this
17 section, and should ~~((translate))~~ accept from the programs that
18 provided the resource lists translations of them into the languages
19 spoken by the county's top five significant non-English-speaking
20 populations.

21 (3) Court clerks should not make an assessment of the merits of a
22 petitioner's petition for a protection order or refuse to accept for
23 filing any petition that meets the basic procedural requirements.

24 **Sec. 9.** RCW 7.105.150 and 2021 c 215 s 18 are each amended to
25 read as follows:

26 (1) To minimize delays and the need for more hearings, which can
27 hinder access to justice and undermine judicial economy, to lessen
28 costs, to guarantee actual notice to the respondent, and to simplify
29 and modernize processes for petitioners, respondents, law
30 enforcement, and the courts, the following methods of service are
31 authorized for protection order proceedings, including petitions,
32 temporary protection orders, reissuances of temporary protection
33 orders, full protection orders, motions to renew protection orders,
34 and motions to modify or terminate protection orders.

35 (a) ~~((Personal))~~ (i) Except as provided in (a)(iii) and (b)(i) of
36 this subsection, personal service, consistent with court rules for
37 civil proceedings, ~~((must be made by law enforcement to mitigate~~
38 ~~risks, increase safety, and ensure swift recovery of firearms in~~
39 ~~eases))~~ is required in: (A) Cases requiring the surrender of

1 firearms, such as extreme risk protection orders and protection
2 orders with orders to surrender and prohibit weapons; (B) cases that
3 involve transferring the custody of a child or children from the
4 respondent to the petitioner; ~~((or))~~ (C) cases involving vacating the
5 respondent from the parties' shared residence~~((Personal service~~
6 ~~should also be used in))~~; (D) cases involving a respondent who is
7 incarcerated; and (E) cases where a petition for a vulnerable adult
8 protection order is filed by someone other than the vulnerable adult.

9 (ii) Personal service in cases specified in (a)(i)(A) through (D)
10 of this subsection must be made by law enforcement including, at a
11 minimum, two timely attempts at personal service. To reduce risk of
12 harm for cases requiring personal service, law enforcement should
13 continue to attempt personal service up to the hearing date. Personal
14 service for cases specified in (a)(i)(E) of this subsection and when
15 used for other protection order cases must ~~((otherwise))~~ be made by
16 law enforcement unless the petitioner elects to have the respondent
17 served by a third party who is not a party to the action ~~((and))~~, is
18 ~~((over))~~ 18 years of age or older and competent to be a witness, and
19 can provide sworn proof of service to the court as required.

20 (iii) In cases where personal service is required under this
21 subsection, after two unsuccessful attempts at personal service,
22 service shall be permitted by electronic means in accordance with (b)
23 of this subsection.

24 (b)(i) Service by electronic means, including service by email,
25 text message, social media applications, or other technologies, must
26 be prioritized for all orders at the time of the issuance of
27 temporary protection orders, ~~((with the exception of the following~~
28 ~~cases, for which personal service must be prioritized: (A) Cases~~
29 ~~requiring the surrender of firearms, such as extreme risk protection~~
30 ~~orders and protection orders with orders to surrender weapons; (B)~~
31 ~~cases that involve transferring the custody of a child or children~~
32 ~~from the respondent to the petitioner; (C) cases involving vacating~~
33 ~~the respondent from the parties' shared residence; or (D) cases~~
34 ~~involving a respondent who is incarcerated))~~ except in cases where
35 personal service is required under (a) of this subsection. ~~((Once))~~
36 For cases specified in (a)(i)(A) through (D) of this subsection, once
37 firearms and concealed pistol licenses have been surrendered and
38 verified by the court, or there is evidence the respondent does not
39 possess firearms, the restrained party has been vacated from the
40 shared residence, or the custody of the child or children has been

1 transferred, per court order, or the respondent is no longer
2 incarcerated, then subsequent motions and orders may be served
3 electronically.

4 (ii) Service by electronic means must be ~~((effected))~~ made by a
5 law enforcement agency, unless the petitioner elects to have the
6 respondent served by any person who is not a party to the action, is
7 ~~((over))~~ 18 years of age or older and competent to be a witness, and
8 can provide sworn proof of service to the court as required. Court
9 authorization permitting electronic service is not required except in
10 cases specified in (a)(i)(A) through (D) of this subsection. In those
11 cases, either request of the petitioner, or good cause for granting
12 an order for electronic service, such as two failed attempts at
13 personal service, are required to authorize service by electronic
14 means. No formal motion is necessary.

15 (iii) The respondent's email address, number for text messaging,
16 and username or other identification on social media applications and
17 other technologies, if known or available, must be provided by the
18 petitioner to law enforcement in the confidential information form,
19 and attested to by the petitioner as being the legitimate, current,
20 or last known contact information for the respondent.

21 (iv) Electronic service must be effected by transmitting copies
22 of the petition and any supporting materials filed with the petition,
23 notice of hearing, and any orders, or relevant materials for motions,
24 to the respondent at the respondent's electronic address or the
25 respondent's electronic account associated with email, text
26 messaging, social media applications, or other technologies.
27 Verification of ~~((receipt))~~ notice is required and may be
28 accomplished through read-receipt mechanisms, a response, a sworn
29 statement from the person who effected service verifying transmission
30 and any follow-up communications such as email or telephone contact
31 used to further verify, or an appearance by the respondent at a
32 hearing. Sworn proof of service must be filed with the court by the
33 person who effected service. ~~((Service by electronic means is~~
34 ~~complete upon transmission when made prior to 5:00 p.m. on a judicial~~
35 ~~day. Service made on a Saturday, Sunday, legal holiday, or after 5:00~~
36 ~~p.m. on any other day shall be deemed complete at 9:00 a.m. on the~~
37 ~~first judicial day thereafter.))~~

38 (c) Service by mail is permitted when: (i) Personal service was
39 required, there have been two unsuccessful attempts at personal
40 service, and electronic service is not possible(~~((, and there have~~

1 ~~been two unsuccessful attempts at personal service or when the~~
2 ~~petitioner requests it in lieu of electronic service or personal~~
3 ~~service where personal service is not otherwise required)); or (ii)~~
4 personal service is not required and there have been two unsuccessful
5 attempts at personal or electronic service. If electronic service and
6 personal service are not successful, the court shall affirmatively
7 order service by mail without requiring additional motions to be
8 filed by the petitioner. Service by mail must be made by any person
9 who is not a party to the action and is ~~((over))~~ 18 years of age or
10 older and competent to be a witness, by mailing copies of the
11 materials to be served to the party to be served at the party's last
12 known address or any other address determined by the court to be
13 appropriate. Two copies must be mailed, postage prepaid, one by
14 ordinary first-class mail and the other by a form of mail requiring a
15 tracking or certified information showing when and where it was
16 delivered. The envelopes must bear the return address ~~((of the~~
17 ~~sender))~~ where the petitioner may receive legal mail. Service is
18 complete ~~((upon))~~ 10 calendar days after the mailing of two copies as
19 prescribed in this section. Where service by mail is provided by a
20 third party, the clerk shall forward proof of service by mail to the
21 law enforcement agency in the county or municipality where the
22 respondent resides.

23 (d) Service by publication is permitted only in those cases where
24 all other means of service have been unsuccessful or are not possible
25 due to lack of any known physical or electronic address of the
26 respondent. Publication must be made in a newspaper of general
27 circulation in the county where the petition was brought and in the
28 county of the last known address of the respondent once a week for
29 three consecutive weeks. The newspaper selected must be one of the
30 three most widely circulated papers in the county. The publication of
31 summons must not be made until the court orders service by
32 publication under this section. Service of the summons is considered
33 complete on the date of the third publication when ~~((the))~~
34 publication has been made for three consecutive weeks. The summons
35 must be signed by the petitioner. The summons must contain the date
36 of the first publication, and shall require the respondent upon whom
37 service by publication is desired to appear and answer the petition
38 on the date set for the hearing. The summons must also contain a
39 brief statement of the reason for the petition and a summary of the

1 provisions under the temporary protection order. The summons must be
2 essentially in the following form:

3 In the court of the state of Washington
4 for the county of

5 , Petitioner

6 vs. No.

7 , Respondent

8 The state of Washington to
9 (respondent):

10 You are hereby summoned to appear on the
11 day of, (year), at a.m./p.m., and
12 respond to the petition. If you fail to respond, a
13 protection order will be issued against you pursuant to
14 the provisions of chapter 7.105 RCW, for a minimum of
15 one year from the date you are required to appear. A
16 temporary protection order has been issued against you,
17 restraining you from the following: (Insert a brief
18 statement of the provisions of the temporary protection
19 order). A copy of the petition, notice of hearing, and
20 temporary protection order has been filed with the clerk
21 of this court.

22

23 Petitioner.....

24 (2) The court may authorize multiple methods of service permitted
25 by this section and may consider use of any address determined by the
26 court to be appropriate in order to authorize service that is
27 reasonably probable to provide actual notice. The court shall favor
28 speedy and cost-effective methods of service to promote prompt and
29 accessible resolution of the merits of the petition.

30 (3) To promote judicial economy and reduce delays, for
31 respondents who are able to be served electronically, the respondent,
32 or the parent or guardian of the respondent for respondents under the
33 age of 18 or the guardian or conservator of an adult respondent,
34 shall be required to provide his or her electronic address or
35 electronic account associated with an email, text messaging, social
36 media application, or other technology by filing the confidential
37 party information form referred to in RCW 7.105.115(1). This must

1 occur at the earliest point at which the respondent, parent,
2 guardian, or conservator is in contact with the court so that
3 electronic service can be effected for all subsequent motions,
4 orders, and hearings.

5 (4) If an order entered by the court recites that the respondent
6 appeared before the court, either in person or remotely, the
7 necessity for further service is waived and proof of service of that
8 order is not necessary, including in cases where the respondent
9 leaves the hearing before a final ruling is issued or signed. The
10 court's order, entered after a hearing, need not be served on a
11 respondent who fails to appear before the court for the hearing, if
12 material terms of the order have not changed from those contained in
13 the temporary order, and it is shown to the court's satisfaction that
14 the respondent has previously been served with the temporary order.

15 (5) When the respondent for a protection order is under the age
16 of 18 or is an individual subject to a guardianship or
17 conservatorship under Title 11 RCW:

18 (a) When the respondent is a minor, service of a petition for a
19 protection order, modification, or renewal, shall be completed, as
20 defined in this chapter, upon both the respondent and the
21 respondent's parent or legal guardian.

22 (b) A copy of the protection order must be served on a parent,
23 guardian, or conservator of the respondent at any address where the
24 respondent resides, or the department of children, youth, and
25 families in the case where the respondent is the subject of a
26 dependency or court approved out-of-home placement. A minor
27 respondent shall not be served at the minor respondent's school
28 unless no other address for service is known.

29 (c) For extreme risk protection orders, the court shall also
30 provide a parent, guardian, or conservator of the respondent with
31 written notice of the legal obligation to safely secure any firearm
32 on the premises and the potential for criminal prosecution if a
33 prohibited person were to obtain access to any firearm. This notice
34 may be provided at the time the parent, guardian, or conservator of
35 the respondent appears in court or may be served along with a copy of
36 the order, whichever occurs first.

37 (6) When a petition for a vulnerable adult protection order is
38 filed by someone other than the vulnerable adult, notice of the
39 petition and hearing must be personally served upon the vulnerable
40 adult. In addition to copies of all pleadings filed by the

petitioner, the petitioner shall provide a written notice to the vulnerable adult using a standard notice form developed by the administrative office of the courts. The standard notice form must be designed to explain to the vulnerable adult in clear, plain language the purpose and nature of the petition and that the vulnerable adult has the right to participate in the hearing and to either support or object to the petition.

(7) The court shall not dismiss, over the objection of a petitioner, a petition for a protection order or a motion to renew a protection order based on the inability of law enforcement or the petitioner to serve the respondent, unless the court determines that all available methods of service have been attempted unsuccessfully or are not possible.

Sec. 10. RCW 7.105.155 and 2021 c 215 s 19 are each amended to read as follows:

When service is to be completed under this chapter by a law enforcement officer:

(1) The clerk of the court shall have a copy of any order issued under this chapter, the confidential information form, as well as the petition for a protection order and any supporting materials, electronically forwarded on or before the next judicial day to the law enforcement agency in the county or municipality where the respondent resides, as specified in the order, for service upon the respondent. If the respondent has moved from that county or municipality and personal service is not required, the law enforcement agency specified in the order may serve the order;

(2) Service of an order issued under this chapter must take precedence over the service of other documents by law enforcement unless they are of a similar emergency nature;

(3) Where personal service is required, the first attempt at service must occur within 24 hours of receiving the order from the court whenever practicable, but not more than five days after receiving the order. If the first attempt is not successful, no fewer than two additional attempts should be made to serve the order, particularly for respondents who present heightened risk of lethality or other risk of physical harm to the petitioner or petitioner's family or household members. ~~((Law enforcement shall document all))~~
All attempts at service must be documented on a ~~((return))~~ proof of

1 service form and (~~submit it~~) submitted to the court in a timely
2 manner;

3 (4) If service cannot be completed within 10 calendar days, the
4 law enforcement officer shall notify the petitioner. The petitioner
5 shall provide information sufficient to permit notification. Law
6 enforcement shall continue to attempt to complete service unless
7 otherwise directed by the court. In the event that the petitioner
8 does not provide a service address for the respondent or there is
9 evidence that the respondent is evading service, the law enforcement
10 officer shall use law enforcement databases to assist in locating the
11 respondent;

12 (5) If the respondent is in a protected person's presence at the
13 time of contact for service, the law enforcement officer should take
14 reasonable steps to separate the parties when possible prior to
15 completing the service or inquiring about or collecting firearms.
16 When the order requires the respondent to vacate the parties' shared
17 residence, law enforcement shall take reasonable steps to ensure that
18 the respondent has left the premises and is on notice that his or her
19 return is a violation of the terms of the order. The law enforcement
20 officer shall provide the respondent with copies of all forms with
21 the exception of the (~~law enforcement information sheet~~)
22 confidential information form completed by the protected party and
23 the (~~return~~) proof of service form;

24 (6) Any law enforcement officer who serves a protection order on
25 a respondent with the knowledge that the respondent requires special
26 assistance due to a disability, brain injury, or impairment shall
27 make a reasonable effort to accommodate the needs of the respondent
28 to the extent practicable without compromise to the safety of the
29 petitioner;

30 (7) Proof of service must be submitted to the court on the
31 (~~return~~) proof of service form. The form must include the date and
32 time of service and each document that was served in order for the
33 service to be complete, along with any details such as conduct at the
34 time of service, threats, or avoidance of service, as well as
35 statements regarding possession of firearms, including any denials of
36 ownership despite positive purchase history, active concealed pistol
37 license, or sworn statements in the petition that allege the
38 respondent's access to, or possession of, firearms; or

39 (8) If attempts at service were not successful, the (~~return~~)
40 proof of service form or the form letter showing that the order was

1 not served, and stating the reason it was not served, must be
2 returned to the court by the next judicial day following the last
3 unsuccessful attempt at service. Each attempt at service must be
4 noted and reflected in computer aided dispatch records, with the
5 date, time, address, and reason service was not completed.

6 **Sec. 11.** RCW 7.105.165 and 2021 c 215 s 21 are each amended to
7 read as follows:

8 ((Service)) (1) Unless waived by the nonmoving party, service
9 must be completed on the nonmoving party not less than five judicial
10 days before the hearing date(~~(, unless waived by the nonmoving~~
11 ~~party))~~. If service cannot be made, the court shall set a new hearing
12 date and shall either require an additional attempt at obtaining
13 service or permit service by other means authorized in this chapter.
14 The court shall not require more than two attempts at obtaining
15 service before permitting service by other means authorized in this
16 chapter unless the moving party requests additional time to attempt
17 service.

18 (2) Service is completed on the day the respondent is served
19 personally, on the date of transmission for electronic service, on
20 the 10th calendar day after mailing for service by mail, or on the
21 date of the third publication when publication has been made for
22 three consecutive weeks for service by publication.

23 (3) If the nonmoving party was served before the hearing, but
24 less than five judicial days before the hearing, it is not necessary
25 to re-serve materials that the nonmoving party already received, but
26 any new notice of hearing and reissued order must be served on the
27 nonmoving party. (~~The court shall not require more than two attempts~~
28 ~~at obtaining service before permitting service by other means~~
29 ~~authorized in this chapter unless the moving party requests~~
30 ~~additional time to attempt service. If the court permits service by~~
31 ~~mail or by publication, the court shall set the hearing date not~~
32 ~~later than 24 days from the date of the order authorizing such~~
33 ~~service.)~~ This additional service may be made by mail as an
34 alternative to other authorized methods of service under this
35 chapter. If done by mail, this additional service is considered
36 completed on the third calendar day after mailing.

37 (4) Where electronic service was not complete because there was
38 no verification of notice, and service by mail or publication has

1 been authorized, copies must also be sent by electronic means to any
2 known electronic addresses.

3 **Sec. 12.** RCW 7.105.200 and 2021 c 215 s 24 are each amended to
4 read as follows:

5 In hearings under this chapter, the following apply:

6 (1) Hearings under this chapter are special proceedings. The
7 procedures established under this chapter for protection order
8 hearings supersede inconsistent civil court rules. Courts should
9 evaluate the needs and procedures best suited to individual hearings
10 based on consideration of the totality of the circumstances,
11 including disparities that may be apparent in the parties' resources
12 and representation by counsel.

13 (2)(a) Courts shall prioritize hearings on petitions for ex parte
14 temporary protection orders over less emergent proceedings.

15 (b) For extreme risk protection order hearings where a law
16 enforcement agency is the petitioner, the court shall prioritize
17 scheduling because of the importance of immediate temporary removal
18 of firearms in situations of extreme risk and the goal of minimizing
19 the time law enforcement must otherwise wait for a particular case to
20 be called, which can hinder their other patrol and supervisory
21 duties. Courts also may allow a law enforcement petitioner to
22 participate ~~((telephonically))~~ remotely, or allow another
23 representative from that law enforcement agency or the prosecutor's
24 office to present the information to the court if personal presence
25 of the petitioning officer is not required for testimonial purposes.

26 ~~(3) ((A hearing on a petition for a protection order must be set~~
27 ~~by the court even if the court has denied a request for a temporary~~
28 ~~protection order in the proceeding where the petition is not~~
29 ~~dismissed or continued pursuant to subsection (11) of this section.~~

30 ~~(4))~~ If the respondent does not appear ~~((, or the petitioner~~
31 ~~informs the court that the respondent has not been served at least~~
32 ~~five judicial days before the hearing date and the petitioner desires~~
33 ~~to pursue service, or the parties have informed the court of an~~
34 ~~agreed date of continuance for the hearing,))~~ for the full hearing
35 and there is no proof of timely and proper service on the respondent,
36 the court shall reissue any temporary protection order previously
37 issued ~~((, cancel the scheduled hearing,))~~ and reset the hearing date.
38 If a temporary protection order is reissued, the court shall reset
39 the hearing date not later than 14 days from the reissue date. If a

1 temporary protection order is reissued and the court permits service
2 by mail or by publication, the court shall reset the hearing date not
3 later than 30 days from the date of the order authorizing such
4 service. These time frames may be extended for good cause.

5 ((+5)) (4) When considering any request to stay, continue, or
6 delay a hearing under this chapter because of the pendency of a
7 parallel criminal investigation or prosecution of the respondent,
8 courts shall apply a rebuttable presumption against such delay and
9 give due recognition to the purpose of this chapter to provide
10 victims quick and effective relief. Courts must consider on the
11 record the following factors:

12 (a) The extent to which a defendant's Fifth Amendment rights are
13 or are not implicated, given the special nature of protection order
14 proceedings, which burden a defendant's Fifth Amendment privilege
15 substantially less than do other civil proceedings;

16 (b) Similarities between the civil and criminal cases;

17 (c) Status of the criminal case;

18 (d) The interests of the petitioners in proceeding expeditiously
19 with litigation and the potential prejudice and risk to petitioners
20 of a delay;

21 (e) The burden that any particular aspect of the proceeding may
22 impose on respondents;

23 (f) The convenience of the court in the management of its cases
24 and the efficient use of judicial resources;

25 (g) The interests of persons not parties to the civil litigation;
26 and

27 (h) The interest of the public in the pending civil and criminal
28 litigation.

29 ((+6)) (5) Hearings ((must)) may be conducted upon ((live
30 ~~testimony of the parties and sworn declarations~~)) the information
31 provided in the sworn petition, live testimony of the parties should
32 they choose to testify, and any additional sworn declarations. Live
33 testimony of witnesses other than the parties may be requested by a
34 party, but shall not be permitted unless the court finds that live
35 testimony of witnesses other than the parties is necessary and
36 material. If either party requests a continuance to allow for proper
37 notice of witnesses or to afford a party time to seek counsel, the
38 court ((should)) may continue the hearing. In considering the
39 request, the court should consider the rebuttable presumption against

1 delay and the purpose of this chapter to provide victims quick and
2 effective relief.

3 (6) If the court continues ((the)) a hearing for any reason, the
4 court shall reissue any temporary orders, including orders to
5 surrender and prohibit weapons, issued with or without notice.

6 (7) Prehearing discovery under the civil court rules, including,
7 but not limited to, depositions, requests for production, or requests
8 for admission, is disfavored and only permitted if specifically
9 authorized by the court for good cause shown upon written motion of a
10 party filed six judicial days prior to the hearing and served prior
11 to the hearing.

12 (8) The rules of evidence need not be applied, other than with
13 respect to privileges, the requirements of the rape shield statute
14 under RCW 9A.44.020, and evidence rules 412 and 413.

15 (9)(a) The prior sexual activity or the reputation of the
16 petitioner is inadmissible except:

17 (i) As evidence concerning the past sexual conduct of the
18 petitioner with the respondent when this evidence is offered by the
19 respondent upon the issue of whether the petitioner consented to the
20 sexual conduct alleged for the purpose of a protection order; or

21 (ii) When constitutionally required to be admitted.

22 (b) To determine admissibility, a written motion must be made six
23 judicial days prior to the protection order hearing. The motion must
24 include an offer of proof of the relevancy of the proposed evidence
25 and reasonably specific information as to the date, time, and place
26 of the past sexual conduct between the petitioner and the respondent.
27 If the court finds that the offer of proof is relevant to the issue
28 of the victim's consent, the court shall conduct a hearing in camera.
29 The court may not admit evidence under this subsection unless it
30 determines at the hearing that the evidence is relevant and the
31 probative value of the evidence outweighs the danger of unfair
32 prejudice. The evidence shall be admissible at the hearing to the
33 extent an order made by the court specifies the evidence that may be
34 admitted. If the court finds that the motion and related documents
35 should be sealed pursuant to court rule and governing law, it may
36 enter an order sealing the documents.

37 (10) When a petitioner has alleged incapacity to consent to
38 sexual conduct or sexual penetration due to intoxicants, alcohol, or
39 other condition, the court must determine on the record whether the
40 petitioner had the capacity to consent.

1 ~~((11)) ((If, prior to a full hearing, the court finds that the~~
2 ~~petition for a protection order does not contain sufficient~~
3 ~~allegations as a matter of law to support the issuance of a~~
4 ~~protection order, the court shall permit the petitioner 14 days to~~
5 ~~prepare and file an amended petition, provided the petitioner states~~
6 ~~an intent to do so and the court does not find that amendment would~~
7 ~~be futile. If the amended petition is not filed within 14 days, the~~
8 ~~case must be administratively dismissed by the clerk's office.~~

9 ~~((12))~~) Courts shall not require parties to submit duplicate or
10 working copies of pleadings or other materials filed with the court,
11 unless the document or documents cannot be scanned or are illegible.

12 ~~((13))~~) (12) Courts shall, if possible, have petitioners and
13 respondents in protection order proceedings gather in separate
14 locations and enter and depart the court room at staggered times.
15 Where the option is available, for safety purposes, the court should
16 arrange for petitioners to leave the court premises first and to have
17 court security escort petitioners to their vehicles or
18 transportation.

19 **Sec. 13.** RCW 7.105.205 and 2021 c 215 s 25 are each amended to
20 read as follows:

21 (1) Hearings on protection orders, including hearings concerning
22 temporary protection orders, full protection orders, compliance,
23 reissuance, renewal, modification, or termination, may be conducted
24 in person or remotely in order to enhance access for all parties.

25 (2) In the court's discretion, parties ~~((and))~~, witnesses, and
26 others authorized by this chapter to participate in protection order
27 proceedings may attend a hearing on a petition for a protection
28 order, or any hearings conducted pursuant to this chapter, in person
29 or remotely, including by telephone, video, or other electronic means
30 where possible. No later than three judicial days before the hearing,
31 the parties may request to appear at the hearing, with witnesses,
32 remotely by telephone, video, or other electronic means. The court
33 shall grant any request for a remote appearance unless the court
34 finds good cause to require in-person attendance or attendance
35 through a specific means.

36 (3) Courts shall require assurances of the identity of persons
37 who appear by telephone, video, or other electronic means. Courts may
38 not charge fees for remote appearances.

1 (4) Courts shall not post or stream proceedings or recordings of
2 protection order hearings online unless (a) a waiver has been
3 received from all parties, or (b) the hearing is being conducted
4 online and members of the public do not have in-person access to
5 observe or listen to the hearing. Unless the court orders a hearing
6 to be closed to the public consistent with the requirements of
7 Washington law, courts should provide access to members of the public
8 who wish to observe or listen to a hearing conducted by telephone,
9 video, or other electronic means.

10 (5) If a hearing is held with any parties or witnesses appearing
11 remotely, the following apply:

12 (a) Courts should include directions to access a hearing remotely
13 in the order setting the hearing and in any order granting a party's
14 request for a remote appearance. Such orders shall also include
15 directions to request an interpreter and accommodations for
16 disabilities;

17 (b) Courts should endeavor to give a party or witness appearing
18 by telephone no more than a one-hour waiting time by the court for
19 the hearing to begin. For remote hearings, if the court anticipates
20 the parties or witnesses will need to wait longer than one hour to be
21 called or connected, the court should endeavor to inform them of the
22 estimated start time of the hearing;

23 (c) Courts should inform the parties before the hearing begins
24 that the hearing is being recorded by the court, in what manner the
25 public is able to view the hearing, how a party may obtain a copy of
26 the recording of the hearing, and that recording or broadcasting any
27 portion of the hearing by any means other than the court record is
28 strictly prohibited without prior court approval;

29 (d) To minimize trauma, while allowing remote hearings to be
30 observed by the public, courts should take appropriate measures to
31 prevent members of the public or the parties from harassing or
32 intimidating any party or witness to a case. Such practices may
33 include, but are not limited to, disallowing members of the public
34 from communicating with the parties or with the court during the
35 hearing, ensuring court controls over microphone and viewing
36 settings, and announcing limitations on allowing others to record the
37 hearing;

38 (e) Courts shall use technology that accommodates American sign
39 language and other languages;

1 (f) To help ensure that remote access does not undermine personal
2 safety or privacy, or introduce other risks, courts should protect
3 the privacy of telephone numbers, emails, and other contact
4 information for parties (~~and~~), witnesses, and others authorized by
5 this chapter to participate in protection order proceedings, and
6 inform (~~(parties and witnesses)~~) them of these safety considerations.
7 Materials available to (~~(parties and witnesses)~~) persons appearing
8 remotely should include warnings not to state their addresses or
9 telephone numbers at the hearing, and that they (~~may use virtual~~
10 ~~backgrounds to help ensure that their backgrounds do not reveal their~~
11 ~~location~~) should ensure that background surroundings do not reveal
12 their location;

13 (g) Courts should provide the parties, in orders setting the
14 hearing, with a telephone number and an email address for the court,
15 which the parties may use to inform the court if they have been
16 unable to appear remotely for a hearing. Before dismissing or
17 granting a petition due to the petitioner or respondent not appearing
18 for a remote hearing, or the court not being able to reach the party
19 via telephone or video, the court shall check for any notifications
20 to the court regarding issues with remote access or other
21 technological difficulties. If any party has provided such
22 notification to the court, the court shall not dismiss or grant the
23 petition, but shall reset the hearing by continuing it and reissuing
24 any temporary order in place. If a party was unable to provide the
25 notification regarding issues with remote access or other
26 technological difficulties on the day of the hearing prior to the
27 court's ruling, that party may seek relief via a motion for
28 reconsideration; and

29 (h) A party attending a hearing remotely who is unable to
30 participate in the hearing outside the presence of others who reside
31 with the party, but who are not part of the proceeding including, but
32 not limited to, children, and who asserts that the presence of those
33 individuals may hinder the party's testimony or the party's ability
34 to fully and meaningfully participate in the hearing, may request(~~(7~~
35 ~~and shall be granted, one))~~) a continuance on that basis.
36 (~~(Subsequent)~~) Such requests may be granted in the court's
37 discretion. In considering the request, the court may consider the
38 rebuttable presumption against delay and the purpose of this chapter
39 to provide victims quick and effective relief.

1 **Sec. 14.** RCW 7.105.250 and 2021 c 215 s 34 are each amended to
2 read as follows:

3 (1) Whether or not the petitioner has retained an attorney, a
4 sexual assault or domestic violence advocate, as defined in RCW
5 5.60.060, shall be allowed to accompany the petitioner, or appear
6 remotely with the petitioner, and confer with the petitioner during
7 court proceedings. The sexual assault or domestic violence advocate
8 shall not provide legal representation nor interpretation services.
9 Court administrators shall allow sexual assault and domestic violence
10 advocates to assist petitioners with their protection orders. Sexual
11 assault and domestic violence advocates are not engaged in the
12 unauthorized practice of law when providing assistance of the types
13 specified in this section. Unless the sexual assault or domestic
14 violence advocate seeks to speak directly to the court, advocates
15 shall not be required to be identified on the record beyond stating
16 their role as a sexual assault or domestic violence advocate and
17 identifying the program for which they work or volunteer for.
18 Communications between the petitioner and a sexual assault and
19 domestic violence advocate are protected as provided by RCW 5.60.060.

20 (2) Whether or not the petitioner has retained an attorney, a
21 protection order advocate must be allowed to accompany the petitioner
22 to any legal proceeding including, but not limited to, sitting or
23 standing next to the petitioner, appearing remotely with the
24 petitioner, and conferring with the petitioner during court
25 proceedings, or addressing the court when invited to do so.

26 (a) For purposes of this section, "protection order advocate"
27 means any employee or volunteer from a program that provides, as some
28 part of its services, information, advocacy, counseling, or support
29 to persons seeking protection orders.

30 (b) The protection order advocate shall not provide legal
31 representation nor interpretation services.

32 (c) Unless a protection order advocate seeks to speak directly to
33 the court, protection order advocates shall not be required to be
34 identified on the record beyond stating his or her role as a
35 protection order advocate and identifying the program for which he or
36 she works or volunteers.

37 (d) A protection order advocate who is not employed by, or under
38 the direct supervision of, a law enforcement agency, a prosecutor's
39 office, the child protective services section of the department of
40 children, youth, and families as defined in RCW 26.44.020, or other

1 governmental entity, has the same privileges, rights, and
2 responsibilities as a sexual assault advocate and domestic violence
3 advocate under RCW 5.60.060.

4 (3) Whether or not the petitioner has retained an attorney(~~(, if~~
5 ~~a petitioner does not have)~~) or has an advocate, the petitioner shall
6 be allowed a support person to accompany the petitioner to any legal
7 proceeding including, but not limited to, sitting or standing next to
8 the petitioner, appearing remotely with the petitioner, and
9 conferring with the petitioner during court proceedings. The support
10 person may be any third party of the petitioner's choosing, provided
11 that:

12 (a) The support person shall not provide legal representation nor
13 interpretation services; and

14 (b) A support person who is not employed by, or under the direct
15 supervision of, a law enforcement agency, a prosecutor's office, the
16 child protective services section of the department of children,
17 youth, and families as defined in RCW 26.44.020, or other government
18 entity, may not, without the consent of the petitioner, be examined
19 as to any communication between the petitioner and the support person
20 regarding the petition.

21 **Sec. 15.** RCW 7.105.255 and 2021 c 215 s 35 are each amended to
22 read as follows:

23 To help ensure familiarity with the unique nature of protection
24 order proceedings, and an understanding of trauma-informed practices
25 and best practices in the use of new technologies for remote
26 hearings, judicial officers, including persons who serve as judicial
27 officers pro tempore, should receive evidence-based training on
28 procedural justice, trauma-informed practices, gender-based violence
29 dynamics, coercive control, elder abuse, juvenile sex offending, teen
30 dating violence, and requirements for the surrender of weapons before
31 presiding over protection order hearings. Trainings should be
32 provided on an ongoing basis as best practices, research on trauma,
33 and legislation continue to evolve. As a method of continuous
34 training, court commissioners, including pro tempore commissioners,
35 shall be notified by the presiding judge or court administrator upon
36 revision of any decision made under this chapter.

37 **Sec. 16.** RCW 7.105.305 and 2021 c 215 s 38 are each amended to
38 read as follows:

1 (1) Where it appears from the petition and any additional
2 evidence that the respondent has engaged in conduct against the
3 petitioner that serves as a basis for a protection order under this
4 chapter, and the petitioner alleges that serious immediate harm or
5 irreparable injury could result if an order is not issued immediately
6 without prior notice to the respondent, the court may grant an ex
7 parte temporary protection order, pending a full hearing. The court
8 has broad discretion to grant such relief as the court deems proper,
9 including the forms of relief listed in RCW 7.105.310, provided that
10 the court shall not order a form of relief listed in RCW 7.105.310 if
11 it would not be feasible or appropriate for the respondent to comply
12 with such a requirement before a full hearing may be held on the
13 petition for a protection order. If the court does not order all the
14 relief requested by the petitioner in an ex parte temporary
15 protection order, the court shall still consider ordering such relief
16 at the full hearing on the petition for a protection order. In
17 issuing the order, the court shall consider the provisions of RCW
18 9.41.800, and order the respondent to surrender, and prohibit the
19 respondent from accessing, having in his or her custody or control,
20 possessing, purchasing, attempting to purchase or receive, or
21 receiving, all firearms, dangerous weapons, and any concealed pistol
22 license, as required in RCW 9.41.800.

23 (2) Any order issued under this section must contain the date,
24 time of issuance, and expiration date.

25 (3) The court may issue an ex parte temporary protection order on
26 the petition with or without a hearing. If an ex parte temporary
27 protection order is denied, the court shall still set a full hearing
28 unless the court determines the petition does not contain prima facie
29 allegations to support the issuance of any type of protection order.
30 If the court declines to issue an ex parte temporary protection order
31 as requested or declines to set a hearing, the court shall state the
32 ((particular)) reasons ((for the court's denial)) in writing. The
33 court's denial of a motion for an ex parte temporary protection order
34 shall be filed with the court. ((If an ex parte temporary protection
35 order is denied, the court shall still set a full hearing on the
36 petition for a protection order.))

37 (4) If a full hearing is set on a petition that is filed before
38 close of business on a judicial day, the hearing must be set not
39 later than 14 days from the date of the filing of the petition. If a
40 full hearing is set on a petition that is submitted after close of

1 business on a judicial day or is submitted on a nonjudicial day, the
2 hearing must be set not later than 14 days from the first judicial
3 day after the petition is filed, which may be extended for good
4 cause.

5 (5) If the court does not set a full hearing, the petitioner may
6 file an amended petition within 14 days of the court's denial. If the
7 court determines the amended petition does not contain prima facie
8 allegations to support the issuance of any type of protection order
9 or if the petitioner fails to file an amended petition within the
10 required time, the court may enter an order dismissing the petition.

11 (6) A petitioner may not obtain an ex parte temporary
12 antiharassment protection order against a respondent if the
13 petitioner has previously obtained two such ex parte orders against
14 the same respondent, but has failed to obtain the issuance of a civil
15 antiharassment protection order, unless good cause for such failure
16 can be shown.

17 **Sec. 17.** RCW 7.105.310 and 2021 c 215 s 39 are each amended to
18 read as follows:

19 (1) In issuing any type of protection order, other than an ex
20 parte temporary antiharassment protection order as limited by
21 subsection (2) of this section, and other than an extreme risk
22 protection order, the court shall have broad discretion to grant such
23 relief as the court deems proper, including an order that provides
24 relief as follows:

25 (a) Restrain the respondent from committing any of the following
26 acts against the petitioner and other persons protected by the order:
27 Domestic violence; nonconsensual sexual conduct or nonconsensual
28 sexual penetration; sexual abuse; stalking; acts of abandonment,
29 abuse, neglect, or financial exploitation against a vulnerable adult;
30 and unlawful harassment;

31 (b) Restrain the respondent from making any attempts to have
32 contact, including nonphysical contact, with the petitioner or the
33 petitioner's family or household members who are minors or other
34 members of the petitioner's household, either directly, indirectly,
35 or through third parties regardless of whether those third parties
36 know of the order;

37 (c) Exclude the respondent from the (~~dwell~~ing) residence that
38 the parties share;

1 (d) Exclude the respondent from the residence, workplace, or
2 school of the petitioner; or from the day care or school of a minor
3 child;

4 ~~((d))~~ (e) Restrain the respondent from knowingly coming within,
5 or knowingly remaining within, a specified distance from a specified
6 location including, but not limited to, a residence, school, day
7 care, workplace, the protected party's person, and the protected
8 party's vehicle. The specified distance shall presumptively be at
9 least 1,000 feet, unless the court for good cause finds that a
10 shorter specified distance is appropriate;

11 ~~((e))~~ (f) If the parties have children in common, make
12 residential provisions with regard to their minor children on the
13 same basis as is provided in chapter 26.09 RCW. However, parenting
14 plans as specified in chapter 26.09 RCW must not be required under
15 this chapter. The court may not delay or defer relief under this
16 chapter on the grounds that the parties could seek a parenting plan
17 or modification to a parenting plan in a different action. A
18 protection order must not be denied on the grounds that the parties
19 have an existing parenting plan in effect. A protection order may
20 suspend the respondent's contact with the parties' children under an
21 existing parenting plan, subject to further orders in a family law
22 proceeding;

23 ~~((f))~~ (g) Order the respondent to participate in a state-
24 certified domestic violence perpetrator treatment program approved
25 under RCW 43.20A.735 or a state-certified sex offender treatment
26 program approved under RCW 18.155.070;

27 ~~((g))~~ (h) Order the respondent to obtain a mental health or
28 chemical dependency evaluation. If the court determines that a mental
29 health evaluation is necessary, the court shall clearly document the
30 reason for this determination and provide a specific question or
31 questions to be answered by the mental health professional. The court
32 shall consider the ability of the respondent to pay for an
33 evaluation. Minors are presumed to be unable to pay. The parent or
34 legal guardian is responsible for costs unless the parent or legal
35 guardian demonstrates inability to pay;

36 ~~((h))~~ (i) In cases where the petitioner and the respondent are
37 students who attend the same public or private elementary, middle, or
38 high school, the court, when issuing a protection order and providing
39 relief, shall consider, among the other facts of the case, the
40 severity of the act, any continuing physical danger, emotional

1 distress, or educational disruption to the petitioner, and the
2 financial difficulty and educational disruption that would be caused
3 by a transfer of the respondent to another school. The court may
4 order that the respondent not attend the public or private
5 elementary, middle, or high school attended by the petitioner. If a
6 minor respondent is prohibited attendance at the minor's assigned
7 public school, the school district must provide the student
8 comparable educational services in another setting. In such a case,
9 the district shall provide transportation at no cost to the
10 respondent if the respondent's parent or legal guardian is unable to
11 pay for transportation. The district shall put in place any needed
12 supports to ensure successful transition to the new school
13 environment. The court shall send notice of the restriction on
14 attending the same school as the petitioner to the public or private
15 school the respondent will attend and to the school the petitioner
16 attends;

17 (~~(i)~~) (j) Require the respondent to pay the administrative
18 court costs and service fees, as established by the county or
19 municipality incurring the expense, and to reimburse the petitioner
20 for costs incurred in bringing the action, including reasonable
21 attorneys' fees or limited license legal technician fees when such
22 fees are incurred by a person licensed and practicing in accordance
23 with state supreme court admission and practice rule 28, the limited
24 practice rule for limited license legal technicians. Minors are
25 presumed to be unable to pay. The parent or legal guardian is
26 responsible for costs unless the parent or legal guardian
27 demonstrates inability to pay;

28 (~~(j)~~) (k) Restrain the respondent from harassing, following,
29 monitoring, keeping under physical or electronic surveillance,
30 cyberstalking as defined in RCW 9.61.260, and using telephonic,
31 audiovisual, or other electronic means to monitor the actions,
32 location, or communication of the petitioner or the petitioner's
33 family or household members who are minors or other members of the
34 petitioner's household. For the purposes of this subsection,
35 "communication" includes both "wire communication" and "electronic
36 communication" as defined in RCW 9.73.260;

37 (~~(k)~~) (l) Other than for respondents who are minors, require
38 the respondent to submit to electronic monitoring. The order must
39 specify who shall provide the electronic monitoring services and the
40 terms under which the monitoring must be performed. The order also

1 may include a requirement that the respondent pay the costs of the
2 monitoring. The court shall consider the ability of the respondent to
3 pay for electronic monitoring;

4 ~~((1))~~ (m) Consider the provisions of RCW 9.41.800, and order
5 the respondent to surrender, and prohibit the respondent from
6 accessing, having in his or her custody or control, possessing,
7 purchasing, attempting to purchase or receive, or receiving, all
8 firearms, dangerous weapons, and any concealed pistol license, as
9 required in RCW 9.41.800;

10 ~~((m))~~ (n) Order possession and use of essential personal
11 effects. The court shall list the essential personal effects with
12 sufficient specificity to make it clear which property is included.
13 Personal effects may include pets. The court may order that a
14 petitioner be granted the exclusive custody or control of any pet
15 owned, possessed, leased, kept, or held by the petitioner,
16 respondent, or minor child residing with either the petitioner or
17 respondent, and may prohibit the respondent from interfering with the
18 petitioner's efforts to obtain the pet. The court may also prohibit
19 the respondent from knowingly coming within, or knowingly remaining
20 within, a specified distance of specified locations where the pet is
21 regularly found;

22 ~~((n))~~ (o) Order use of a vehicle;

23 ~~((o))~~ (p) Enter an order restricting the respondent from
24 engaging in abusive litigation as set forth in chapter 26.51 RCW or
25 in frivolous filings against the petitioner, making harassing or
26 libelous communications about the petitioner to third parties, or
27 making false reports to investigative agencies. A petitioner may
28 request this relief in the petition or by separate motion. A
29 petitioner may request this relief by separate motion at any time
30 within five years of the date the protection order is entered even if
31 the order has since expired. A stand-alone motion for an order
32 restricting abusive litigation may be brought by a party who meets
33 the requirements of chapter 26.51 RCW regardless of whether the party
34 has previously sought a protection order under this chapter, provided
35 the motion is made within five years of the date the order that made
36 a finding of domestic violence was entered. In cases where a finding
37 of domestic violence was entered pursuant to an order under chapter
38 26.09, 26.26, or 26.26A RCW, a motion for an order restricting
39 abusive litigation may be brought under the family law case or as a

stand-alone action filed under this chapter, when it is not reasonable or practical to file under the family law case;

~~((p))~~ (q) Restrain the respondent from committing acts of abandonment, abuse, neglect, or financial exploitation against a vulnerable adult;

~~((q))~~ (r) Require an accounting by the respondent of the disposition of the vulnerable adult's income or other resources;

~~((r))~~ (s) Restrain the transfer of either the respondent's or vulnerable adult's property, or both, for a specified period not exceeding 90 days;

~~((s))~~ (t) Order financial relief and restrain the transfer of jointly owned assets;

~~((t))~~ (u) Restrain the respondent from possessing or distributing intimate images, as defined in RCW 9A.86.010, depicting the petitioner including, but not limited to, requiring the respondent to: Take down and delete all intimate images and recordings of the petitioner in the respondent's possession or control; and cease any and all disclosure of those intimate images. The court may also inform the respondent that it would be appropriate to ask third parties in possession or control of the intimate images of this protection order to take down and delete the intimate images so that the order may not inadvertently be violated; or

~~((u))~~ (v) Order other relief as it deems necessary for the protection of the petitioner and other family or household members who are minors or vulnerable adults for whom the petitioner has sought protection, including orders or directives to a law enforcement officer, as allowed under this chapter.

(2) In an antiharassment protection order proceeding, the court may grant the relief specified in subsection (1)(c), (f), and (t) of this section only as part of a full antiharassment protection order.

(3) The court in granting a temporary antiharassment protection order or a civil antiharassment protection order shall not prohibit the respondent from exercising constitutionally protected free speech. Nothing in this section prohibits the petitioner from utilizing other civil or criminal remedies to restrain conduct or communications not otherwise constitutionally protected.

~~((3))~~ (4) The court shall not take any of the following actions in issuing a protection order.

1 (a) The court may not order the petitioner to obtain services
2 including, but not limited to, drug testing, victim support services,
3 a mental health assessment, or a psychological evaluation.

4 ~~((b)) ((The court may not order the petitioner to pay the
5 respondent's attorneys' fees or other costs.~~

6 ~~((c))~~ The court shall not issue a full protection order to any
7 party except upon notice to the respondent and the opportunity for a
8 hearing pursuant to a petition or counter-petition filed and served
9 by the party seeking relief in accordance with this chapter. Except
10 as provided in RCW 7.105.210, the court shall not issue a temporary
11 protection order to any party unless the party has filed a petition
12 or counter-petition for a protection order seeking relief in
13 accordance with this chapter.

14 ~~((d))~~ (c) Under no circumstances shall the court deny the
15 petitioner the type of protection order sought in the petition on the
16 grounds that the court finds that a different type of protection
17 order would have a less severe impact on the respondent.

18 ~~((4))~~ (5) The order shall specify the date the order expires,
19 if any. For permanent orders, the court shall set the date to expire
20 99 years from the issuance date. The order shall also state whether
21 the court issued the protection order following personal service,
22 service by electronic means, service by mail, or service by
23 publication, and whether the court has approved service by mail or
24 publication of an order issued under this section.

25 **Sec. 18.** RCW 7.105.320 and 2021 c 215 s 41 are each amended to
26 read as follows:

27 (1) When an order is issued under this chapter upon request of
28 the petitioner, the court may order a law enforcement officer to
29 accompany the petitioner and assist in placing the petitioner in
30 possession of those items indicated in the order or to otherwise
31 assist in the execution of the order of protection. The order must
32 list all items that are to be included with sufficient specificity to
33 make it clear which property is included. Orders issued under this
34 chapter must include a designation of the appropriate law enforcement
35 agency to execute, serve, or enforce the order. Any appropriate law
36 enforcement agency should act where assistance is needed, even if the
37 agency is not specifically named in the order, including assisting
38 with the recovery of firearms as ordered.

1 (2) Upon order of a court, a law enforcement officer shall
2 accompany the petitioner and assist in placing the petitioner in
3 possession of all items listed in the order and to otherwise assist
4 in the execution of the order.

5 (3) When the respondent is ordered to vacate the residence or
6 other shared property, the respondent may be permitted by the court
7 to remove personal clothing, personal items needed during the
8 duration of the order, and any other items specified by the court,
9 while a law enforcement officer is present.

10 (4) Where orders involve surrender of firearms, dangerous
11 weapons, and concealed pistol licenses, those items must be secured
12 and accounted for in a manner that prioritizes safety and compliance
13 with court orders.

14 **Sec. 19.** RCW 7.105.340 and 2021 c 215 s 45 are each amended to
15 read as follows:

16 (1) Upon the issuance of any extreme risk protection order under
17 this chapter, including a temporary extreme risk protection order,
18 the court shall:

19 (a) Order the respondent to surrender to the local law
20 enforcement agency all firearms in the respondent's custody, control,
21 or possession, and any concealed pistol license issued under RCW
22 9.41.070; and

23 (b) Other than for ex parte temporary protection orders, direct
24 law enforcement to revoke any concealed pistol license issued to the
25 respondent.

26 (2) The law enforcement officer serving any extreme risk
27 protection order under this chapter, including a temporary extreme
28 risk protection order, shall request that the respondent immediately
29 surrender all firearms in his or her custody, control, or possession,
30 and any concealed pistol license issued under RCW 9.41.070, and
31 conduct any search permitted by law for such firearms. The law
32 enforcement officer shall take possession of all firearms belonging
33 to the respondent that are surrendered, in plain sight, or discovered
34 pursuant to a lawful search. ~~((The order must be personally served~~
35 ~~upon the respondent or defendant if))~~ If the order is entered in open
36 court ((in the presence of)) and the respondent ((or defendant. The
37 ~~respondent or defendant shall acknowledge receipt and service))~~
38 appears in person, the respondent must be provided a copy and further
39 service is not required. If the respondent ~~((or defendant))~~ refuses

1 ~~((service))~~ to accept a copy, an agent of the court may indicate on
2 the record that the respondent ~~((or defendant))~~ refused ~~((service))~~
3 to accept a copy of the order. If the respondent appears remotely for
4 the hearing, or leaves the hearing before a final ruling is issued or
5 order signed, and the court believes the respondent has sufficient
6 notice such that additional service is not necessary, the order must
7 recite that the respondent appeared before the court, has actual
8 notice of the order, the necessity for further service is waived, and
9 proof of service of the order is not necessary. The court shall enter
10 the service and receipt into the record. A copy of the order and
11 service must be transmitted immediately to law enforcement. The
12 respondent must immediately surrender all firearms and any concealed
13 pistol license, not previously surrendered, in a safe manner to the
14 control of the local law enforcement agency on the day of the hearing
15 at which the respondent was present in person or remotely. If the
16 respondent is in custody, arrangements to recover the firearms must
17 be made prior to release. Alternatively, if personal service by a law
18 enforcement officer is not possible, and the respondent did not
19 appear in person or remotely at the hearing, the respondent shall
20 surrender the firearms in a safe manner to the control of the local
21 law enforcement agency within 24 hours of being served with the order
22 by alternate service.

23 (3) At the time of surrender, a law enforcement officer taking
24 possession of a firearm or concealed pistol license shall issue a
25 receipt identifying all firearms that have been surrendered and
26 provide a copy of the receipt to the respondent. Within 72 hours
27 after service of the order, the officer serving the order shall file
28 the original receipt with the court and shall ensure that his or her
29 law enforcement agency retains a copy of the receipt.

30 (4) Upon the sworn statement or testimony of the petitioner or of
31 any law enforcement officer alleging that the respondent has failed
32 to comply with the surrender of firearms as required by an order
33 issued under this chapter, the court shall determine whether probable
34 cause exists to believe that the respondent has failed to surrender
35 all firearms in his or her possession, custody, or control. If
36 probable cause for a violation of the order exists, the court shall
37 issue a warrant describing the firearms and authorizing a search of
38 the locations where the firearms are reasonably believed to be and
39 the seizure of any firearms discovered pursuant to such search.

1 (5) If a person other than the respondent claims title to any
2 firearms surrendered pursuant to this section, and that person is
3 determined by the law enforcement agency to be the lawful owner of
4 the firearm, the firearm must be returned to that person, provided
5 that:

6 (a) The firearm is removed from the respondent's custody,
7 control, or possession, and the lawful owner provides written
8 verification to the court regarding how the lawful owner will safely
9 store the firearm in a manner such that the respondent does not have
10 access to, or control of, the firearm for the duration of the order;

11 (b) The court advises the lawful owner of the penalty for failure
12 to do so; and

13 (c) The firearm is not otherwise unlawfully possessed by the
14 owner.

15 (6) Upon the issuance of a one-year extreme risk protection
16 order, the court shall order a new compliance review hearing date and
17 require the respondent to appear not later than three judicial days
18 from the issuance of the order. The court shall require a showing
19 that the respondent has surrendered any firearms in the respondent's
20 custody, control, or possession, and any concealed pistol license
21 issued under RCW 9.41.070 to a law enforcement agency. The compliance
22 review hearing is not required upon a satisfactory showing on which
23 the court can otherwise enter findings on the record that the
24 respondent has timely and completely surrendered all firearms in the
25 respondent's custody, control, or possession, and any concealed
26 pistol license issued under RCW 9.41.070 to a law enforcement agency,
27 and is in compliance with the order. If the court does not have a
28 sufficient record before it on which to make such a finding, the
29 court must set a review hearing to occur as soon as possible, at
30 which the respondent must be present and provide proof of compliance
31 with the court's order.

32 (7)(a) If a court finds at the compliance review hearing, or any
33 other hearing where compliance with the order is addressed, that
34 there is probable cause to believe the respondent was aware of, and
35 failed to fully comply with, the order, failed to appear at the
36 compliance review hearing, or violated the order after the court
37 entered findings of compliance, pursuant to its authority under
38 chapter 7.21 RCW, the court may initiate a contempt proceeding on its
39 own motion, or upon the motion of the prosecutor, city attorney, or
40 the petitioner's counsel, to impose remedial sanctions, and issue an

1 order requiring the respondent to appear, provide proof of compliance
2 with the order, and show cause why the respondent should not be held
3 in contempt of court.

4 (b) If the respondent is not present in court at the compliance
5 review hearing or if the court issues an order to appear and show
6 cause after a compliance review hearing, the clerk of the court shall
7 electronically transmit a copy of the order to show cause to the law
8 enforcement agency where the respondent resides for personal service
9 or service in the manner provided in the civil rules of superior
10 court or applicable statute.

11 (c) The order to show cause served upon the respondent shall
12 state the date, time, and location of the hearing, and shall include
13 a warning that the respondent may be held in contempt of court if the
14 respondent fails to promptly comply with the terms of the extreme
15 risk protection order and a warning that an arrest warrant could be
16 issued if the respondent fails to appear on the date and time
17 provided in the order to show cause.

18 (d)(i) At the show cause hearing, the respondent must be present
19 and provide proof of compliance with the extreme risk protection
20 order and demonstrate why the relief requested should not be granted.

21 (ii) The court shall take judicial notice of the receipt filed
22 with the court by the law enforcement agency pursuant to subsection
23 (3) of this section. The court shall also provide sufficient notice
24 to the law enforcement agency of the hearing. Upon receiving notice
25 pursuant to this subsection, a law enforcement agency must:

26 (A) Provide the court with a complete list of firearms
27 surrendered by the respondent or otherwise belonging to the
28 respondent that are in the possession of the law enforcement agency;
29 and

30 (B) Provide the court with verification that any concealed pistol
31 license issued to the respondent has been surrendered and that a law
32 enforcement agency with authority to revoke the license has been
33 notified.

34 (iii) If the law enforcement agency has a reasonable suspicion
35 that the respondent is not in full compliance with the terms of the
36 order, the law enforcement agency must submit the basis for its
37 belief to the court, and may do so through the filing of an
38 affidavit.

1 (e) If the court finds the respondent in contempt, the court may
2 impose remedial sanctions designed to ensure swift compliance with
3 the order to surrender and prohibit weapons.

4 (f) The court may order a respondent found in contempt of the
5 order to pay for any losses incurred by a party in connection with
6 the contempt proceeding, including reasonable attorneys' fees,
7 service fees, and other costs. The costs of the proceeding must not
8 be borne by the petitioner.

9 (8)(a) To help ensure that accurate and comprehensive information
10 about firearms compliance is provided to judicial officers, a
11 representative from either the prosecuting attorney's office or city
12 attorney's office, or both, from the relevant jurisdiction may appear
13 and be heard at any hearing that concerns compliance with an extreme
14 risk protection order.

15 (b) Either the prosecuting attorney's office or city attorney's
16 office, or both, from the relevant jurisdiction may designate an
17 advocate or a staff person from their office who is not an attorney
18 to appear on behalf of their office. Such appearance does not
19 constitute the unauthorized practice of law.

20 (9)(a) An extreme risk protection order must state that the act
21 of voluntarily surrendering firearms, or providing testimony relating
22 to the surrender of firearms, pursuant to such an order, may not be
23 used against the respondent (~~(or—defendant)~~) in any criminal
24 prosecution under this chapter, chapter 9.41 RCW, or RCW 9A.56.310.

25 (b) To provide relevant information to the court to determine
26 compliance with the order, the court may allow the prosecuting
27 attorney or city attorney to question the respondent regarding
28 compliance.

29 (10) All law enforcement agencies must develop and implement
30 policies and procedures regarding the acceptance, storage, and return
31 of firearms required to be surrendered under this chapter. Any
32 surrendered firearms must be handled and stored properly to prevent
33 damage or degradation in appearance or function, and the condition of
34 the surrendered firearms documented, including by digital photograph.
35 A law enforcement agency holding any surrendered firearm or concealed
36 pistol license shall comply with the provisions of RCW 9.41.340 and
37 9.41.345 before the return of the firearm or concealed pistol license
38 to the owner or individual from whom it was obtained.

1 **Sec. 20.** RCW 7.105.400 and 2021 c 215 s 53 are each amended to
2 read as follows:

3 (1) A temporary protection order issued under this chapter may be
4 reissued for the following reasons:

5 (a) Agreement of the parties;

6 (b) To provide additional time to effect service of the temporary
7 protection order on the respondent; or

8 (c) If the court, in writing, finds good cause to reissue the
9 order.

10 (2) Any temporary orders to surrender and prohibit weapons must
11 also be automatically reissued with the temporary protection order.

12 (3) To ensure that a petitioner is not delayed in receiving a
13 hearing on a petition for a protection order, there is a rebuttable
14 presumption that a temporary protection order should not be reissued
15 more than once or for more than 30 days at the request of the
16 respondent, absent agreement of the parties, good cause, or the need
17 to provide additional time to effect service.

18 (4) When considering any request to stay, continue, or delay a
19 hearing under this chapter because of the pendency of a parallel
20 criminal investigation or prosecution of the respondent, courts shall
21 apply a rebuttable presumption against such delay and give due
22 recognition to the purpose of this chapter to provide victims quick
23 and effective relief. Courts must consider on the record the
24 following factors:

25 (a) The extent to which a defendant's Fifth Amendment rights are
26 or are not implicated, given the special nature of protection order
27 proceedings which burden a defendant's Fifth Amendment privilege
28 substantially less than do other civil proceedings;

29 (b) Similarities between the civil and criminal cases;

30 (c) Status of the criminal case;

31 (d) The interests of the petitioners in proceeding expeditiously
32 with litigation and the potential prejudice and risk to petitioners
33 of a delay;

34 (e) The burden that any particular aspect of the proceeding may
35 impose on respondents;

36 (f) The convenience of the court in the management of its cases
37 and the efficient use of judicial resources;

38 (g) The interests of persons not parties to the civil litigation;
39 and

1 (h) The interest of the public in the pending civil and criminal
2 litigation.

3 (5) Courts shall not require a petitioner to complete a new (~~law~~
4 ~~enforcement information sheet~~) confidential information form when a
5 temporary protection order is reissued or when a full order for a
6 fixed time period is entered, unless the petitioner indicates that
7 the information needs to be updated or amended. The clerk shall
8 transmit the order to the law enforcement agency identified in the
9 order for service, along with a copy of the confidential party
10 information form received from the respondent, if available, or the
11 petitioner's confidential party information form to assist law
12 enforcement in serving the order.

13 **Sec. 21.** RCW 7.105.450 and 2021 c 215 s 56 are each amended to
14 read as follows:

15 (1)(a) Whenever a domestic violence protection order, a sexual
16 assault protection order, a stalking protection order, or a
17 vulnerable adult protection order is granted under this chapter, or
18 an order is granted under chapter 9A.40, 9A.44, 9A.46, 9A.88, 9.94A,
19 10.99, 26.09, 26.26A, or 26.26B RCW, or there is a valid foreign
20 protection order as defined in RCW 26.52.020, or there is a Canadian
21 domestic violence protection order as defined in RCW 26.55.010, and
22 the respondent or person to be restrained knows of the order, a
23 violation of any of the following provisions of the order is a gross
24 misdemeanor, except as provided in subsections (4) and (5) of this
25 section:

26 (i) The restraint provisions prohibiting acts or threats of
27 violence against, or stalking of, a protected party, or the restraint
28 provisions prohibiting contact with a protected party;

29 (ii) A provision excluding the person from a residence,
30 workplace, school, or day care;

31 (iii) A provision prohibiting the person from knowingly coming
32 within, or knowingly remaining within, a specified distance of a
33 location, a protected party's person, or a protected party's vehicle;

34 (iv) A provision prohibiting interfering with the protected
35 party's efforts to remove a pet owned, possessed, leased, kept, or
36 held by the petitioner, the respondent, or a minor child residing
37 with either the petitioner or the respondent; or

1 (v) A provision of a foreign protection order or a Canadian
2 domestic violence protection order specifically indicating that a
3 violation will be a crime.

4 (b) Upon conviction, and in addition to any other penalties
5 provided by law, the court:

6 (i) May require that the respondent submit to electronic
7 monitoring. The court shall specify who must provide the electronic
8 monitoring services and the terms under which the monitoring must be
9 performed. The order also may include a requirement that the
10 respondent pay the costs of the monitoring. The court shall consider
11 the ability of the convicted person to pay for electronic monitoring;
12 and

13 (ii) Shall impose a fine of \$15, in addition to any penalty or
14 fine imposed, for a violation of a domestic violence protection order
15 issued under this chapter. Revenue from the \$15 fine must be remitted
16 monthly to the state treasury for deposit in the domestic violence
17 prevention account.

18 (2) A law enforcement officer shall arrest without a warrant and
19 take into custody a person whom the law enforcement officer has
20 probable cause to believe has violated a domestic violence protection
21 order, a sexual assault protection order, a stalking protection
22 order, or a vulnerable adult protection order, or an order issued
23 under chapter 9A.40, 9A.44, 9A.46, 9A.88, 9.94A, 10.99, 26.09,
24 26.26A, or 26.26B RCW, or a valid foreign protection order as defined
25 in RCW 26.52.020, or a Canadian domestic violence protection order as
26 defined in RCW 26.55.010, that restrains the person or excludes the
27 person from a residence, workplace, school, or day care, or prohibits
28 the person from knowingly coming within, or knowingly remaining
29 within, a specified distance of a location, a protected party's
30 person, or a protected party's vehicle, if the person restrained
31 knows of the order. Presence of the order in the law enforcement
32 computer-based criminal intelligence information system is not the
33 only means of establishing knowledge of the order.

34 (3) A violation of a domestic violence protection order, a sexual
35 assault protection order, a stalking protection order, or a
36 vulnerable adult protection order, or an order issued under chapter
37 9A.40, 9A.44, 9A.46, 9A.88, 9.94A, 10.99, 26.09, 26.26A, or 26.26B
38 RCW, or a valid foreign protection order as defined in RCW 26.52.020,
39 or a Canadian domestic violence protection order as defined in RCW

1 26.55.010, shall also constitute contempt of court, and is subject to
2 the penalties prescribed by law.

3 (4) Any assault that is a violation of a domestic violence
4 protection order, a sexual assault protection order, a stalking
5 protection order, or a vulnerable adult protection order, or an order
6 issued under chapter 9A.40, 9A.44, 9A.46, 9A.88, 9.94A, 10.99, 26.09,
7 26.26A, or 26.26B RCW, or a valid foreign protection order as defined
8 in RCW 26.52.020, or a Canadian domestic violence protection order as
9 defined in RCW 26.55.010, and that does not amount to assault in the
10 first or second degree under RCW 9A.36.011 or 9A.36.021 is a class C
11 felony, and any conduct in violation of such an order that is
12 reckless and creates a substantial risk of death or serious physical
13 injury to another person is a class C felony.

14 (5) A violation of a domestic violence protection order, a sexual
15 assault protection order, a stalking protection order, or a
16 vulnerable adult protection order, or a court order issued under
17 chapter 9A.40, 9A.44, 9A.46, 9A.88, 9.94A, 10.99, 26.09, 26.26A, or
18 26.26B RCW, or a valid foreign protection order as defined in RCW
19 26.52.020, or a Canadian domestic violence protection order as
20 defined in RCW 26.55.010, is a class C felony if the offender has at
21 least two previous convictions for violating the provisions of a
22 domestic violence protection order, a sexual assault protection
23 order, a stalking protection order, or a vulnerable adult protection
24 order, or an order issued under chapter 9A.40, 9A.44, 9A.46, 9A.88,
25 9.94A, 10.99, 26.09, 26.26A, or 26.26B RCW, or a valid foreign
26 protection order as defined in RCW 26.52.020, or a Canadian domestic
27 violence protection order as defined in RCW 26.55.010. The previous
28 convictions may involve the same victim or other victims specifically
29 protected by the orders the offender violated.

30 (6)(a) A defendant arrested for violating a domestic violence
31 protection order, sexual assault protection order, stalking
32 protection order, or vulnerable adult protection order, or an order
33 granted under chapter 9A.40, 9A.44, 9A.46, 9A.88, 9.94A, 10.99,
34 26.09, 26.26A, or 26.26B RCW, or a valid foreign protection order as
35 defined in RCW 26.52.020, or a Canadian domestic violence protection
36 order as defined in RCW 26.55.010, is required to appear in person
37 before a magistrate within one judicial day after the arrest. At the
38 time of the appearance, the court shall determine the necessity of
39 imposing a no-contact order or other conditions of pretrial release.

1 **(b) A defendant who is charged by citation, complaint, or**
2 **information with violating any protection order identified in (a) of**
3 **this subsection and not arrested shall appear in court for**
4 **arraignment in person as soon as practicable, but in no event later**
5 **than 14 days after the next day on which court is in session**
6 **following the issuance of the citation or the filing of the complaint**
7 **or information.**

8 **(7) Upon the filing of an affidavit by the petitioner or any law**
9 **enforcement officer alleging that the respondent has violated a**
10 **domestic violence protection order, a sexual assault protection**
11 **order, a stalking protection order, or a vulnerable adult protection**
12 **order, or an order granted under chapter 9A.40, 9A.44, 9A.46, 9A.88,**
13 **9.94A, 10.99, 26.09, 26.26A, or 26.26B RCW, or a valid foreign**
14 **protection order as defined in RCW 26.52.020, or a Canadian domestic**
15 **violence protection order as defined in RCW 26.55.010, the court may**
16 **issue an order to the respondent, requiring the respondent to appear**
17 **and show cause within 14 days as to why the respondent should not be**
18 **found in contempt of court and punished accordingly. The hearing may**
19 **be held in the court of any county or municipality in which the**
20 **petitioner or respondent temporarily or permanently resides at the**
21 **time of the alleged violation.**

22 **(8) Appearances required under this section are mandatory and**
23 **cannot be waived.**

24 **Sec. 22.** RCW 7.105.460 and 2021 c 215 s 58 are each amended to
25 read as follows:

26 (1) Any person who files a petition for an extreme risk
27 protection order knowing the information in such petition to be
28 materially false, or with the intent to harass the respondent, is
29 guilty of a gross misdemeanor.

30 (2) ~~((Any))~~ **(a) Except as provided in (b) of this subsection, any**
31 **person who has in his or her custody or control, accesses, purchases,**
32 **possesses, or receives, or attempts to purchase or receive, a firearm**
33 **with knowledge that he or she is prohibited from doing so by an**
34 **extreme risk protection order is guilty of a gross misdemeanor, and**
35 **further is prohibited from having in his or her custody or control,**
36 **accessing, purchasing, possessing, or receiving, or attempting to**
37 **purchase or receive, a firearm for a period of five years from the**
38 **date the existing order expires. ~~((However, such))~~**

1 (b) A person is guilty of a class C felony for a violation under
2 (a) of this subsection if the person has two or more previous
3 convictions for violating an order issued under this chapter.

4 **Sec. 23.** RCW 7.105.500 and 2021 c 215 s 61 are each amended to
5 read as follows:

6 This section applies to modification or termination of domestic
7 violence protection orders, sexual assault protection orders,
8 stalking protection orders, and antiharassment protection orders.

9 (1) Upon a motion with notice to all parties and after a hearing,
10 the court may modify the terms of an existing protection order or
11 terminate an existing order.

12 (2) A respondent's motion to modify or terminate an existing
13 protection order must include a declaration setting forth facts
14 supporting the requested order for modification or termination. The
15 nonmoving parties to the proceeding may file opposing declarations.
16 All motions to modify or terminate shall be based on the written
17 materials and evidence submitted to the court. The court shall set a
18 hearing only if the court finds that adequate cause is established.
19 If the court finds that the respondent established adequate cause,
20 the court shall set a date for hearing the respondent's motion, which
21 must be at least 14 days from the date the court finds adequate
22 cause.

23 (3) Upon the motion of a respondent, the court may not modify or
24 terminate an existing protection order unless the respondent proves
25 by a preponderance of the evidence that there has been a substantial
26 change in circumstances such that the respondent will not resume,
27 engage in, or attempt to engage in, the following acts against the
28 petitioner or those persons protected by the protection order if the
29 order is terminated or modified:

30 (a) Acts of domestic violence, in cases involving domestic
31 violence protection orders;

32 (b) Physical or nonphysical contact, in cases involving sexual
33 assault protection orders;

34 (c) Acts of stalking, in cases involving stalking protection
35 orders; or

36 (d) Acts of unlawful harassment, in cases involving
37 antiharassment protection orders.

38 The petitioner bears no burden of proving that he or she has a
39 current reasonable fear of harm by the respondent.

1 (4) In determining whether there has been a substantial change in
2 circumstances, the court may consider the following unweighted
3 factors, and no inference is to be drawn from the order in which the
4 factors are listed:

5 (a) Whether the respondent has committed or threatened sexual
6 assault, domestic violence, stalking, or other harmful acts against
7 the petitioner or any other person since the protection order was
8 entered;

9 (b) Whether the respondent has violated the terms of the
10 protection order and the time that has passed since the entry of the
11 order;

12 (c) Whether the respondent has exhibited suicidal ideation or
13 attempts since the protection order was entered;

14 (d) Whether the respondent has been convicted of criminal
15 activity since the protection order was entered;

16 (e) Whether the respondent has either acknowledged responsibility
17 for acts of sexual assault, domestic violence, stalking, or behavior
18 that resulted in the entry of the protection order, or successfully
19 completed state-certified perpetrator treatment or counseling since
20 the protection order was entered;

21 (f) Whether the respondent has a continuing involvement with drug
22 or alcohol abuse, if such abuse was a factor in the protection order;

23 (g) Whether the petitioner consents to terminating the protection
24 order, provided that consent is given voluntarily and knowingly; or

25 (h) Other factors relating to a substantial change in
26 circumstances.

27 (5) In determining whether there has been a substantial change in
28 circumstances, the court may not base its determination on the fact
29 that time has passed without a violation of the order.

30 (6) Regardless of whether there is a substantial change in
31 circumstances, the court may decline to terminate a protection order
32 if it finds that the acts of domestic violence, sexual assault,
33 stalking, unlawful harassment, and other harmful acts that resulted
34 in the issuance of the protection order were of such severity that
35 the order should not be terminated.

36 (7) A respondent may file a motion to modify or terminate an
37 order no more than once in every 12-month period that the order is in
38 effect, starting from the date of the order and continuing through
39 any renewal period.

1 (8) If a person who is protected by a protection order has a
2 child or adopts a child after a protection order has been issued, but
3 before the protection order has expired, the petitioner may seek to
4 include the new child in the order of protection on an ex parte basis
5 if the child is already in the physical custody of the petitioner. If
6 the restrained person is the legal or biological parent of the child,
7 a hearing must be set and notice given to the restrained person prior
8 to final modification of the full protection order.

9 (9) A court may require the respondent to pay the petitioner for
10 costs incurred in responding to a motion to modify or terminate a
11 protection order, including reasonable attorneys' fees.

12 **Sec. 24.** RCW 7.105.510 and 2021 c 215 s 63 are each amended to
13 read as follows:

14 This section applies to the modification or termination of
15 vulnerable adult protection orders.

16 (1) Any vulnerable adult who is not subject to ~~((a limited~~
17 ~~guardianship, limited conservatorship, or other protective~~
18 ~~arrangement))~~ an order under chapter 11.130 RCW may, at any time
19 subsequent to the entry of a permanent protection order under this
20 chapter, file a motion to modify or terminate the protection order.
21 Where a vulnerable adult is subject to an order under chapter 11.130
22 RCW, the vulnerable adult, or the vulnerable adult's guardian,
23 conservator, or person acting on behalf of the vulnerable adult under
24 a protective arrangement under chapter 11.130 RCW, may, ((at any time
25 ~~subsequent to the entry of a permanent protection order under this~~
26 ~~chapter,))~~ if within the person's authority under the guardianship,
27 conservatorship, or protective arrangement, file a motion to modify
28 or terminate the protection order at any time subsequent to the entry
29 of a permanent protection order under this chapter.

30 (2) In a hearing on a motion to modify or terminate the
31 protection order, the court shall grant such relief consistent with
32 RCW 7.105.310 as it deems necessary for the protection of the
33 vulnerable adult, including modification or termination of the
34 protection order.

35 **Sec. 25.** RCW 7.105.555 and 2021 c 215 s 66 are each amended to
36 read as follows:

37 (1) To prevent the issuance of competing protection orders in
38 different courts and to give courts needed information for the

1 issuance of orders, the judicial information system or alternative
2 databases must be available in each district, municipal, and superior
3 court, and must include a database containing the following
4 information:

5 ~~((1))~~ (a) The names of the parties and the cause number for
6 every order of protection issued under this chapter, protection
7 orders provided by military and tribal courts, every criminal no-
8 contact order issued under chapters 9A.46 and 10.99 RCW, every
9 dissolution action under chapter 26.09 RCW, every parentage action
10 under chapter 26.26A or 26.26B RCW, every restraining order issued on
11 behalf of an abused child or adult dependent person under chapter
12 26.44 RCW, every foreign protection order filed under chapter 26.52
13 RCW, and every Canadian domestic violence protection order filed
14 under chapter 26.55 RCW. When a guardian or the department of social
15 and health services or department of children, youth, and families
16 has petitioned for relief on behalf of an abused child, adult
17 dependent person, or vulnerable adult, the name of the person on
18 whose behalf relief was sought must be included in the database as a
19 party rather than the guardian or appropriate department;

20 ~~((2))~~ (b) A complete criminal history of the parties; and

21 ~~((3))~~ (c) Other relevant information necessary to assist courts
22 in issuing orders under this chapter as determined by the judicial
23 information system committee.

24 (2) Information within the database must be easily accessible and
25 accurately updated as soon as possible but no later than within one
26 judicial day.

27 (3) A document viewing system must be available as part of the
28 judicial information system or other databases used by the court, so
29 that in addition to having access to the summary information in
30 subsection (1) of this section, the court is able to view any
31 protection order filed within the state.

32 **Sec. 26.** RCW 7.105.902 and 2021 c 215 s 36 are each amended to
33 read as follows:

34 (1) The administrative office of the courts, through the gender
35 and justice commission of the Washington state supreme court, and
36 with the support of the Washington state women's commission, shall
37 work with representatives of superior, district, and municipal court
38 judicial officers, court clerks, and administrators, including those
39 with experience in protection order proceedings, as well as advocates

1 and practitioners with expertise in each type of protection order,
2 and others with relevant expertise, to consider and develop
3 recommendations regarding:

4 (a) Uses of technology to reduce administrative burdens in
5 protection order proceedings;

6 (b) Improving access to unrepresented parties in protection order
7 proceedings, including promoting access for pro bono attorneys for
8 remote protection order proceedings, in consultation with the
9 Washington state bar association;

10 (c) Developing best practices for courts when there are civil
11 protection order and criminal proceedings that concern the same
12 alleged conduct;

13 (d) Developing best practices in data collection and sharing,
14 including demographic information, in order to promote research and
15 study on protection orders and transparency of protection order data
16 for the public, in partnership with the Washington state center for
17 court research, the Washington state institute for public policy, the
18 University of Washington, and the urban Indian health institute;

19 (e) Developing best practices, including proposed training and
20 necessary forms, in partnership with the Washington tribal state
21 court consortium, to address how:

22 (i) Washington state court judges of all levels can see the
23 existence of, and parties to, tribal court, military, and other
24 jurisdiction protection orders, in comity with similar state court
25 orders;

26 (ii) Tribal courts can enter their protection orders into the
27 judicial information system used by courts to check for conflicting
28 orders and history; and

29 (iii) State courts can query the national crime information
30 center to check for tribal, military, and other jurisdictions'
31 protection orders prior to issuing protection orders;

32 (f) Developing best practices for minor respondents and
33 petitioners in civil protection order proceedings, including what
34 sanctions should be provided for in law, with input from legal
35 advocates for children and youth, juvenile public defense, juvenile
36 prosecutors, adolescent behavioral health experts, youth development
37 experts, educators, judicial officers, victim advocates, restorative-
38 informed or trauma-informed professionals, child advocacy centers,
39 and professionals experienced in evidenced-based modalities for the
40 treatment of trauma; and

(g) Assessing how the civil protection order law can more effectively address the type of abuse known as "coercive control" so that survivors can seek earlier protective intervention before abuse further escalates.

(2) The gender and justice commission may hire a consultant to assist with the requirements of this section with funds as appropriated.

(3) The gender and justice commission shall provide a brief report of its recommendations to the legislature for subsection (1)(e) through (g) of this section by December 1, 2021, and, for subsection (1)(a) through (d) of this section, provide recommendations to the courts by July 1, 2022.

(4) This section expires October 1, 2022.

NEW SECTION. **Sec. 27.** (1) The gender and justice commission, through its E2SHB 1320 stakeholder work groups, and in consultation with the Washington state center for court research, shall include in their 2022 work consideration of a study regarding how the inclusion of coercive control under this act helps to further realize the legislative intent of the law to increase safety for victims by obtaining effective legal protection apart from, or in addition to, the criminal legal system. The possible parameters for such a study would be as follows:

(a) The center for court research may engage or partner with other researchers with expertise in intimate partner violence, coercive control, civil protection order processes, and related research to conduct the study or help with study design, duration, methods, measurements, data collection, and analysis.

(b) The administrative office of the courts and superior and district courts shall provide the center for court research with necessary data to conduct the study, as requested by the center for court research.

(c) The study may include, if determined by the gender and justice commission's E2SHB 1320 stakeholder work groups and the center for court research to be empirically useful and readily measurable through available data, measurements such as:

(i) The ability of survivors to obtain protection orders that fully address the nature of the harm or threat of harm they are experiencing;

1 (ii) The frequency of inclusion of coercive control in protection
2 order petitions and the nature of the harm or threatened harm
3 articulated;

4 (iii) Whether the orders were granted and if so, the relief
5 ordered by the court;

6 (iv) Whether the orders were denied, and if so, the reason for
7 the denial; and

8 (v) In proceedings involving domestic violence where coercive
9 control is part of the harm alleged:

10 (A) The frequency of conflicting protection orders, cross-
11 petitions (where each party files a petition against the other), or
12 re-aligned orders (where the court finds that the original petitioner
13 is the abuser and the original respondent is the victim);

14 (B) Enforcement of protection order violations;

15 (C) Other legal proceedings involving either party, such as
16 family, dependency, or criminal matters; and

17 (D) Whether the parties had legal representation or legal
18 advocates in the protection order proceedings.

19 (d) The study shall also assess judicial officer training
20 regarding protection orders, and coercive control in particular, and
21 whether additional judicial officers are required to hear protection
22 order proceedings.

23 (e) To the extent feasible, and considered best practice by the
24 center for court research, the evaluation should also: Gather
25 qualitative information from survivors of domestic violence, legal
26 counsel, protection order advocates and court navigators, court
27 clerks, and judicial officers; and include analysis of any
28 disproportionate impact on survivors by race, immigration status,
29 language, gender, sexual orientation, or disability.

30 (f) At the conclusion of any study conducted under this section,
31 the center for court research shall report its findings to the
32 legislature in compliance with RCW 43.01.036.

33 (2) By July 1, 2022, the gender and justice commission through
34 its E2SHB 1320 work groups and the center for court research shall
35 advise the chairs of the relevant policy committees of the
36 legislature of their recommendations regarding need, timing, and
37 design for such a study.

38 (3) This section expires January 1, 2028.

1 **Sec. 28.** RCW 9.41.040 and 2021 c 215 s 72 are each amended to
2 read as follows:

3 (1)(a) A person, whether an adult or juvenile, is guilty of the
4 crime of unlawful possession of a firearm in the first degree, if the
5 person owns, has in his or her possession, or has in his or her
6 control any firearm after having previously been convicted or found
7 not guilty by reason of insanity in this state or elsewhere of any
8 serious offense as defined in this chapter.

9 (b) Unlawful possession of a firearm in the first degree is a
10 class B felony punishable according to chapter 9A.20 RCW.

11 (2)(a) A person, whether an adult or juvenile, is guilty of the
12 crime of unlawful possession of a firearm in the second degree, if
13 the person does not qualify under subsection (1) of this section for
14 the crime of unlawful possession of a firearm in the first degree and
15 the person owns, has in his or her possession, or has in his or her
16 control any firearm:

17 (i) After having previously been convicted or found not guilty by
18 reason of insanity in this state or elsewhere of any felony not
19 specifically listed as prohibiting firearm possession under
20 subsection (1) of this section, or any of the following crimes when
21 committed by one family or household member against another or by one
22 intimate partner against another, as those terms are defined by the
23 statutes in effect at the time of the commission of the crime,
24 committed on or after July 1, 1993: Assault in the fourth degree,
25 coercion, stalking, reckless endangerment, criminal trespass in the
26 first degree, or violation of the provisions of a ~~((domestic~~
27 ~~violence))~~ protection order or no-contact order restraining the
28 person or excluding the person from a residence ~~((chapter 7.105~~
29 ~~RCW,))~~ RCW 10.99.040~~((7))~~ or any of the former RCW 26.50.060,
30 26.50.070, and 26.50.130);

31 (ii) After having previously been convicted or found not guilty
32 by reason of insanity in this state or elsewhere of harassment when
33 committed by one family or household member against another or by one
34 intimate partner against another, committed on or after June 7, 2018;

35 (iii) After having previously been convicted or found not guilty
36 by reason of insanity in this state or elsewhere of a violation of
37 the provisions of a protection order under chapter 7.105 RCW
38 restraining the person or excluding the person from a residence, when
39 committed by one family or household member against another or by one
40 intimate partner against another, committed on or after July 1, 2022;

1 (iv) During any period of time that the person is subject to a
2 court order issued under chapter 7.105, 9A.46, 10.99, 26.09, 26.26A,
3 or 26.26B RCW or any of the former chapters 7.90, 7.92, 10.14, and
4 26.50 RCW that:

5 (A) Was issued after a hearing for which the person received
6 actual notice, and at which the person had an opportunity to
7 participate, whether the court then issues a full order or reissues a
8 temporary order. If the court enters an agreed order by the parties
9 without a hearing, such an order meets the requirements of this
10 subsection;

11 (B) Restrains the person from harassing, stalking, or threatening
12 the person protected under the order or child of the person or
13 protected person, or engaging in other conduct that would place the
14 protected person in reasonable fear of bodily injury to the protected
15 person or child; and

16 (C) (I) Includes a finding that the person represents a credible
17 threat to the physical safety of the protected person or child
18 ~~((and))~~ or by its terms explicitly prohibits the use, attempted use,
19 or threatened use of physical force against the protected person or
20 child that would reasonably be expected to cause bodily injury; or

21 (II) Includes an order under RCW 9.41.800 requiring the person to
22 surrender all firearms and prohibiting the person from accessing,
23 having in his or her custody or control, possessing, purchasing,
24 receiving, or attempting to purchase or receive, firearms;

25 ~~((iv))~~ (v) After having previously been involuntarily committed
26 based on a mental disorder under RCW 71.05.240, 71.05.320, 71.34.740,
27 71.34.750, chapter 10.77 RCW, or equivalent statutes of another
28 jurisdiction, unless his or her right to possess a firearm has been
29 restored as provided in RCW 9.41.047;

30 ~~((v))~~ (vi) After dismissal of criminal charges based on
31 incompetency to stand trial under RCW 10.77.088 when the court has
32 made a finding indicating that the defendant has a history of one or
33 more violent acts, unless his or her right to possess a firearm has
34 been restored as provided in RCW 9.41.047;

35 ~~((vi))~~ (vii) If the person is under 18 years of age, except as
36 provided in RCW 9.41.042; and/or

37 ~~((vii))~~ (viii) If the person is free on bond or personal
38 recognizance pending trial, appeal, or sentencing for a serious
39 offense as defined in RCW 9.41.010.

1 (b) Unlawful possession of a firearm in the second degree is a
2 class C felony punishable according to chapter 9A.20 RCW.

3 (3) Notwithstanding RCW 9.41.047 or any other provisions of law,
4 as used in this chapter, a person has been "convicted," whether in an
5 adult court or adjudicated in a juvenile court, at such time as a
6 plea of guilty has been accepted or a verdict of guilty has been
7 filed, notwithstanding the pendency of any future proceedings
8 including, but not limited to, sentencing or disposition, post-trial
9 or post-fact-finding motions, and appeals. Conviction includes a
10 dismissal entered after a period of probation, suspension, or
11 deferral of sentence, and also includes equivalent dispositions by
12 courts in jurisdictions other than Washington state. A person shall
13 not be precluded from possession of a firearm if the conviction has
14 been the subject of a pardon, annulment, certificate of
15 rehabilitation, or other equivalent procedure based on a finding of
16 the rehabilitation of the person convicted or the conviction or
17 disposition has been the subject of a pardon, annulment, or other
18 equivalent procedure based on a finding of innocence. Where no record
19 of the court's disposition of the charges can be found, there shall
20 be a rebuttable presumption that the person was not convicted of the
21 charge.

22 (4)(a) Notwithstanding subsection (1) or (2) of this section, a
23 person convicted or found not guilty by reason of insanity of an
24 offense prohibiting the possession of a firearm under this section
25 other than murder, manslaughter, robbery, rape, indecent liberties,
26 arson, assault, kidnapping, extortion, burglary, or violations with
27 respect to controlled substances under RCW 69.50.401 and 69.50.410,
28 who received a probationary sentence under RCW 9.95.200, and who
29 received a dismissal of the charge under RCW 9.95.240, shall not be
30 precluded from possession of a firearm as a result of the conviction
31 or finding of not guilty by reason of insanity. Notwithstanding any
32 other provisions of this section, if a person is prohibited from
33 possession of a firearm under subsection (1) or (2) of this section
34 and has not previously been convicted or found not guilty by reason
35 of insanity of a sex offense prohibiting firearm ownership under
36 subsection (1) or (2) of this section and/or any felony defined under
37 any law as a class A felony or with a maximum sentence of at least 20
38 years, or both, the individual may petition a court of record to have
39 his or her right to possess a firearm restored:

40 (i) Under RCW 9.41.047; and/or

1 (ii)(A) If the conviction or finding of not guilty by reason of
2 insanity was for a felony offense, after five or more consecutive
3 years in the community without being convicted or found not guilty by
4 reason of insanity or currently charged with any felony, gross
5 misdemeanor, or misdemeanor crimes, if the individual has no prior
6 felony convictions that prohibit the possession of a firearm counted
7 as part of the offender score under RCW 9.94A.525; or

8 (B) If the conviction or finding of not guilty by reason of
9 insanity was for a nonfelony offense, after three or more consecutive
10 years in the community without being convicted or found not guilty by
11 reason of insanity or currently charged with any felony, gross
12 misdemeanor, or misdemeanor crimes, if the individual has no prior
13 felony convictions that prohibit the possession of a firearm counted
14 as part of the offender score under RCW 9.94A.525 and the individual
15 has completed all conditions of the sentence.

16 (b) An individual may petition a court of record to have his or
17 her right to possess a firearm restored under (a) of this subsection
18 only at:

19 (i) The court of record that ordered the petitioner's prohibition
20 on possession of a firearm; or

21 (ii) The superior court in the county in which the petitioner
22 resides.

23 (5) In addition to any other penalty provided for by law, if a
24 person under the age of 18 years is found by a court to have
25 possessed a firearm in a vehicle in violation of subsection (1) or
26 (2) of this section or to have committed an offense while armed with
27 a firearm during which offense a motor vehicle served an integral
28 function, the court shall notify the department of licensing within
29 24 hours and the person's privilege to drive shall be revoked under
30 RCW 46.20.265, unless the offense is the juvenile's first offense in
31 violation of this section and has not committed an offense while
32 armed with a firearm, an unlawful possession of a firearm offense, or
33 an offense in violation of chapter 66.44, 69.52, 69.41, or 69.50 RCW.

34 (6) Nothing in chapter 129, Laws of 1995 shall ever be construed
35 or interpreted as preventing an offender from being charged and
36 subsequently convicted for the separate felony crimes of theft of a
37 firearm or possession of a stolen firearm, or both, in addition to
38 being charged and subsequently convicted under this section for
39 unlawful possession of a firearm in the first or second degree.
40 Notwithstanding any other law, if the offender is convicted under

1 this section for unlawful possession of a firearm in the first or
2 second degree and for the felony crimes of theft of a firearm or
3 possession of a stolen firearm, or both, then the offender shall
4 serve consecutive sentences for each of the felony crimes of
5 conviction listed in this subsection.

6 (7) Each firearm unlawfully possessed under this section shall be
7 a separate offense.

8 **Sec. 29.** RCW 9.41.800 and 2021 c 215 s 74 are each amended to
9 read as follows:

10 (1) Any court when entering an order authorized under chapter
11 7.105 RCW, RCW 9A.46.080, 10.99.040, 10.99.045, 26.09.050, 26.09.060,
12 26.26B.020, or 26.26A.470 shall, upon a showing by a preponderance of
13 the evidence, that a party has: Used, displayed, or threatened to use
14 a firearm or other dangerous weapon in a felony, or is ineligible to
15 possess a firearm under the provisions of RCW 9.41.040:

16 (a) Require that the party immediately surrender all firearms and
17 other dangerous weapons;

18 (b) Require that the party immediately surrender any concealed
19 pistol license issued under RCW 9.41.070;

20 (c) Prohibit the party from accessing, having in his or her
21 custody or control, possessing, purchasing, receiving, or attempting
22 to purchase or receive, any firearms or other dangerous weapons;

23 (d) Prohibit the party from obtaining or possessing a concealed
24 pistol license;

25 (e) Other than for ex parte temporary protection orders, unless
26 the ex parte temporary protection order was reissued after the party
27 received noticed and had an opportunity to be heard, direct law
28 enforcement to revoke any concealed pistol license issued to the
29 party.

30 (2) During any period of time that the party is subject to a
31 court order issued under chapter 7.105, 9A.46, 10.99, 26.09, 26.26A,
32 or 26.26B RCW that:

33 (a) Was issued after a hearing of which the party received actual
34 notice, and at which the party had an opportunity to participate,
35 whether the court then issues a full order or reissues a temporary
36 order. If the court enters an agreed order by the parties without a
37 hearing, such an order meets the requirements of this subsection;

38 (b) Restrains the party from harassing, stalking, or threatening
39 an intimate partner of the party, the protected person, or child of

1 the intimate partner, party, or protected person, or engaging in
2 other conduct that would place an intimate partner or protected
3 person in reasonable fear of bodily injury to the intimate partner,
4 protected person, or child; and

5 (c)(i) Includes a finding that the party represents a credible
6 threat to the physical safety of the intimate partner, protected
7 person, or child; (~~and~~) or

8 (ii) By its terms, explicitly prohibits the use, attempted use,
9 or threatened use of physical force against the intimate partner,
10 protected person, or child that would reasonably be expected to cause
11 bodily injury, the court shall:

12 (A) Require that the party immediately surrender all firearms and
13 other dangerous weapons;

14 (B) Require that the party immediately surrender a concealed
15 pistol license issued under RCW 9.41.070;

16 (C) Prohibit the party from accessing, having in his or her
17 custody or control, possessing, purchasing, receiving, or attempting
18 to purchase or receive, any firearms or other dangerous weapons; and

19 (D) Prohibit the party from obtaining or possessing a concealed
20 pistol license.

21 (3) The court may order temporary surrender and prohibit the
22 purchase of all firearms and other dangerous weapons, and any
23 concealed pistol license, without notice to the other party if it
24 finds, on the basis of the moving affidavit or other evidence, that
25 irreparable injury could result if an order is not issued until the
26 time for response has elapsed.

27 (4) In addition to the provisions of subsections (1) and (3) of
28 this section, the court may enter an order requiring a party to
29 comply with the provisions in subsection (1) of this section if it
30 finds that the possession of a firearm or other dangerous weapon by
31 any party presents a serious and imminent threat to public health or
32 safety, or to the health or safety of any individual.

33 (5) The requirements of subsections (1) and (4) of this section
34 may be for a period of time less than the duration of the order.

35 (6) The court shall require the party to surrender all firearms
36 and other dangerous weapons in his or her immediate possession or
37 control or subject to his or her immediate possession or control, and
38 any concealed pistol license issued under RCW 9.41.070, to the local
39 law enforcement agency. Law enforcement officers shall use law
40 enforcement databases to assist in locating the party in situations

1 where the protected person does not know where the party lives or
2 where there is evidence that the party is trying to evade service.

3 (7) If the court enters a protection order, restraining order, or
4 no-contact order that includes an order to surrender firearms,
5 dangerous weapons, and any concealed pistol license under this
6 section:

7 (a) The order must be served by a law enforcement officer; and

8 (b) Law enforcement must immediately ensure entry of the order to
9 surrender and prohibit weapons and the revocation of any concealed
10 pistol license is made into the appropriate databases making the
11 party ineligible to possess firearms and a concealed pistol license.

12 **Sec. 30.** RCW 9.41.801 and 2021 c 215 s 75 are each amended to
13 read as follows:

14 (1) Because of the heightened risk of lethality to petitioners
15 when respondents to protection orders become aware of court
16 involvement and continue to have access to firearms, and the
17 frequency of noncompliance with court orders prohibiting possession
18 of firearms, law enforcement and judicial processes must emphasize
19 swift and certain compliance with court orders prohibiting access,
20 possession, and ownership of all firearms.

21 (2) A law enforcement officer serving a protection order, no-
22 contact order, or restraining order that includes an order to
23 surrender all firearms, dangerous weapons, and a concealed pistol
24 license under RCW 9.41.800 shall inform the respondent that the order
25 is effective upon service and the respondent must immediately
26 surrender all firearms and dangerous weapons in the respondent's
27 custody, control, or possession and any concealed pistol license
28 issued under RCW 9.41.070, and conduct any search permitted by law
29 for such firearms, dangerous weapons, and concealed pistol license.
30 The law enforcement officer shall take possession of all firearms,
31 dangerous weapons, and any concealed pistol license belonging to the
32 respondent that are surrendered, in plain sight, or discovered
33 pursuant to a lawful search. ~~((The order must be personally served~~
34 ~~upon the respondent or defendant if))~~ If the order is entered in open
35 court ((in the presence of)) and the respondent ((or defendant))
36 appears in person, the respondent shall be provided a copy and
37 further service is not required. ~~((The respondent or defendant shall~~
38 ~~acknowledge receipt and service.))~~ If the respondent ((or defendant))
39 refuses ((service)) to receive a copy, an agent of the court may

1 indicate on the record that the respondent (~~(or defendant)~~) refused
2 ~~((service))~~ to receive a copy of the order. If the respondent appears
3 remotely for the hearing, or leaves the hearing before a final ruling
4 is issued or order signed, and the court believes the respondent has
5 sufficient notice such that additional service is not necessary, the
6 order must recite that the respondent appeared before the court, has
7 actual notice of the order, the necessity for further service is
8 waived, and proof of service of the order is not necessary. The court
9 shall enter the service and receipt into the record. A copy of the
10 order and service shall be transmitted immediately to law
11 enforcement. The respondent must immediately surrender all firearms,
12 dangerous weapons, and any concealed pistol license in a safe manner
13 to the control of the local law enforcement agency on the day of the
14 hearing at which the respondent was present in person or remotely.
15 Alternatively, if personal service by a law enforcement officer is
16 not possible, and the respondent did not appear in person or remotely
17 at the hearing, the respondent shall surrender the firearms in a safe
18 manner to the control of the local law enforcement agency within 24
19 hours of being served with the order by alternate service.

20 (3) At the time of surrender, a law enforcement officer taking
21 possession of firearms, dangerous weapons, and any concealed pistol
22 license shall issue a receipt identifying all firearms, dangerous
23 weapons, and any concealed pistol license that have been surrendered
24 and provide a copy of the receipt to the respondent. The law
25 enforcement agency shall file the original receipt with the court
26 within 24 hours after service of the order and retain a copy of the
27 receipt, electronically whenever electronic filing is available.

28 (4) Upon the sworn statement or testimony of the petitioner or of
29 any law enforcement officer alleging that the respondent has failed
30 to comply with the surrender of firearms or dangerous weapons as
31 required by an order issued under RCW 9.41.800, the court shall
32 determine whether probable cause exists to believe that the
33 respondent has failed to surrender all firearms and dangerous weapons
34 in their possession, custody, or control. If probable cause exists
35 that a crime occurred, the court shall issue a warrant describing the
36 firearms or dangerous weapons and authorizing a search of the
37 locations where the firearms and dangerous weapons are reasonably
38 believed to be and the seizure of all firearms and dangerous weapons
39 discovered pursuant to such search.

1 (5) If a person other than the respondent claims title to any
2 firearms or dangerous weapons surrendered pursuant to this section,
3 and the person is determined by the law enforcement agency to be the
4 lawful owner of the firearm or dangerous weapon, the firearm or
5 dangerous weapon shall be returned to the lawful owner, provided
6 that:

7 (a) The firearm or dangerous weapon is removed from the
8 respondent's access, custody, control, or possession and the lawful
9 owner agrees by written document signed under penalty of perjury to
10 store the firearm or dangerous weapon in a manner such that the
11 respondent does not have access to or control of the firearm or
12 dangerous weapon;

13 (b) The firearm or dangerous weapon is not otherwise unlawfully
14 possessed by the owner; and

15 (c) The requirements of RCW 9.41.345 are met.

16 (6) Courts shall develop procedures to verify timely and complete
17 compliance with orders to surrender and prohibit weapons under RCW
18 9.41.800, including compliance review hearings to be held as soon as
19 possible upon receipt from law enforcement of proof of service. A
20 compliance review hearing is not required if the court can otherwise
21 enter findings on the record or enter written findings that the proof
22 of surrender or declaration of nonsurrender attested to by the person
23 subject to the order, along with verification from law enforcement
24 and any other relevant evidence, makes a sufficient showing that the
25 person has timely and completely surrendered all firearms and
26 dangerous weapons in the person's custody, control, or possession,
27 and any concealed pistol license issued under RCW 9.41.070, to a law
28 enforcement agency. If the court does not have a sufficient record
29 before it on which to make such a finding, the court must set a
30 review hearing to occur as soon as possible at which the respondent
31 must be present and provide proof of compliance with the court's
32 order. Courts shall make available forms that petitioners may
33 complete and submit to the court in response to a respondent's
34 declaration of whether the respondent has surrendered weapons.

35 (7)(a) If a court finds at the compliance review hearing, or any
36 other hearing where compliance with the order to surrender and
37 prohibit weapons is addressed, that there is probable cause to
38 believe the respondent was aware of and failed to fully comply with
39 the order, failed to appear at the compliance review hearing, or
40 violated the order after the court entered findings of compliance,

1 pursuant to its authority under chapter 7.21 RCW, the court may
2 initiate a contempt proceeding to impose remedial sanctions on its
3 own motion, or upon the motion of the prosecutor, city attorney, or
4 the petitioner's counsel, and issue an order requiring the respondent
5 to appear, provide proof of compliance with the order, and show cause
6 why the respondent should not be held in contempt of court.

7 (b) If the respondent is not present in court at the compliance
8 review hearing or if the court issues an order to appear and show
9 cause after a compliance review hearing, the clerk of the court shall
10 electronically transmit a copy of the order to show cause to the law
11 enforcement agency where the respondent resides for personal service
12 or service in the manner provided in the civil rules of superior
13 court or applicable statute. Law enforcement shall also serve a copy
14 of the order to show cause on the petitioner, either electronically
15 or in person, at no cost.

16 (c) The order to show cause served upon the respondent shall
17 state the date, time, and location of the hearing and shall include a
18 warning that the respondent may be held in contempt of court if the
19 respondent fails to promptly comply with the terms of the order to
20 surrender and prohibit weapons and a warning that an arrest warrant
21 could be issued if the respondent fails to appear on the date and
22 time provided in the order.

23 (d)(i) At the show cause hearing, the respondent must be present
24 and provide proof of compliance with the underlying court order to
25 surrender and prohibit weapons and demonstrate why the relief
26 requested should not be granted.

27 (ii) The court shall take judicial notice of the receipt filed
28 with the court by the law enforcement agency pursuant to subsection
29 (3) of this section. The court shall also provide sufficient notice
30 to the law enforcement agency of the hearing. Upon receiving notice
31 pursuant to this subsection, a law enforcement agency must:

32 (A) Provide the court with a complete list of firearms and other
33 dangerous weapons surrendered by the respondent or otherwise
34 belonging to the respondent that are in the possession of the law
35 enforcement agency; and

36 (B) Provide the court with verification that any concealed pistol
37 license issued to the respondent has been surrendered and the agency
38 with authority to revoke the license has been notified.

39 (iii) If the law enforcement agency has a reasonable suspicion
40 that the respondent is not in full compliance with the terms of the

1 order, the law enforcement agency must submit the basis for its
2 belief to the court, and may do so through the filing of a
3 declaration.

4 (e) If the court finds the respondent in contempt, the court may
5 impose remedial sanctions designed to ensure swift compliance with
6 the order to surrender and prohibit weapons.

7 (f) The court may order a respondent found in contempt of the
8 order to surrender and prohibit weapons to pay for any losses
9 incurred by a party in connection with the contempt proceeding,
10 including reasonable attorneys' fees, service fees, and other costs.
11 The costs of the proceeding shall not be borne by the petitioner.

12 (8) (a) To help ensure that accurate and comprehensive information
13 about firearms compliance is provided to judicial officers, a
14 representative from either the prosecuting attorney's office or city
15 attorney's office, or both, from the relevant jurisdiction may appear
16 and be heard at any hearing that concerns compliance with an order to
17 surrender and prohibit weapons issued in connection with another type
18 of protection order.

19 (b) Either the prosecuting attorney's office or city attorney's
20 office, or both, from the relevant jurisdiction may designate an
21 advocate or a staff person from their office who is not an attorney
22 to appear on behalf of their office. Such appearance does not
23 constitute the unauthorized practice of law.

24 (9) (a) An order to surrender and prohibit weapons issued pursuant
25 to RCW 9.41.800 must state that the act of voluntarily surrendering
26 firearms or weapons, or providing testimony relating to the surrender
27 of firearms or weapons, pursuant to such an order, may not be used
28 against the respondent ((or defendant)) in any criminal prosecution
29 under this chapter, chapter ((9.41--[7.105])) 7.105 RCW, or RCW
30 9A.56.310.

31 (b) To provide relevant information to the court to determine
32 compliance with the order, the court may allow the prosecuting
33 attorney or city attorney to question the respondent regarding
34 compliance.

35 (10) All law enforcement agencies must have policies and
36 procedures to provide for the acceptance, storage, and return of
37 firearms, dangerous weapons, and concealed pistol licenses that a
38 court requires must be surrendered under RCW 9.41.800. A law
39 enforcement agency holding any firearm or concealed pistol license
40 that has been surrendered under RCW 9.41.800 shall comply with the

1 provisions of RCW 9.41.340 and 9.41.345 before the return of the
2 firearm or concealed pistol license to the owner or individual from
3 whom it was obtained.

4 (11) The administrative office of the courts shall create a
5 statewide pattern form to assist the courts in ensuring timely and
6 complete compliance in a consistent manner with orders issued under
7 this chapter. The administrative office of the courts shall report
8 annually on the number of orders issued under this chapter by each
9 court, the degree of compliance, and the number of firearms obtained,
10 and may make recommendations regarding additional procedures to
11 enhance compliance and victim safety.

12 **Sec. 31.** RCW 42.56.240 and 2019 c 300 s 1 are each amended to
13 read as follows:

14 The following investigative, law enforcement, and crime victim
15 information is exempt from public inspection and copying under this
16 chapter:

17 (1) Specific intelligence information and specific investigative
18 records compiled by investigative, law enforcement, and penology
19 agencies, and state agencies vested with the responsibility to
20 discipline members of any profession, the nondisclosure of which is
21 essential to effective law enforcement or for the protection of any
22 person's right to privacy;

23 (2) Information revealing the identity of persons who are
24 witnesses to or victims of crime or who file complaints with
25 investigative, law enforcement, or penology agencies, other than the
26 commission, if disclosure would endanger any person's life, physical
27 safety, or property. If at the time a complaint is filed the
28 complainant, victim, or witness indicates a desire for disclosure or
29 nondisclosure, such desire shall govern. However, all complaints
30 filed with the commission about any elected official or candidate for
31 public office must be made in writing and signed by the complainant
32 under oath;

33 (3) Any records of investigative reports prepared by any state,
34 county, municipal, or other law enforcement agency pertaining to sex
35 offenses contained in chapter 9A.44 RCW or sexually violent offenses
36 as defined in RCW 71.09.020, which have been transferred to the
37 Washington association of sheriffs and police chiefs for permanent
38 electronic retention and retrieval pursuant to RCW 40.14.070(2)(b);

1 (4) License applications under RCW 9.41.070(~~(+)~~), except that
2 copies of license applications or information on the applications may
3 be released to law enforcement or corrections agencies or to persons
4 and entities as authorized under RCW 9.41.815;

5 (5) Information revealing the specific details that describe an
6 alleged or proven child victim of sexual assault under age eighteen,
7 or the identity or contact information of an alleged or proven child
8 victim of sexual assault who is under age eighteen. Identifying
9 information includes the child victim's name, addresses, location,
10 photograph, and in cases in which the child victim is a relative,
11 stepchild, or stepsibling of the alleged perpetrator, identification
12 of the relationship between the child and the alleged perpetrator.
13 Contact information includes phone numbers, email addresses, social
14 media profiles, and user names and passwords;

15 (6) Information contained in a local or regionally maintained
16 gang database as well as the statewide gang database referenced in
17 RCW 43.43.762;

18 (7) Data from the electronic sales tracking system established in
19 RCW 69.43.165;

20 (8) Information submitted to the statewide unified sex offender
21 notification and registration program under RCW 36.28A.040(6) by a
22 person for the purpose of receiving notification regarding a
23 registered sex offender, including the person's name, residential
24 address, and email address;

25 (9) Personally identifying information collected by law
26 enforcement agencies pursuant to local security alarm system programs
27 and vacation crime watch programs. Nothing in this subsection shall
28 be interpreted so as to prohibit the legal owner of a residence or
29 business from accessing information regarding his or her residence or
30 business;

31 (10) The felony firearm offense conviction database of felony
32 firearm offenders established in RCW 43.43.822;

33 (11) The identity of a state employee or officer who has in good
34 faith filed a complaint with an ethics board, as provided in RCW
35 42.52.410, or who has in good faith reported improper governmental
36 action, as defined in RCW 42.40.020, to the auditor or other public
37 official, as defined in RCW 42.40.020;

38 (12) The following security threat group information collected
39 and maintained by the department of corrections pursuant to RCW
40 72.09.745: (a) Information that could lead to the identification of a

1 person's security threat group status, affiliation, or activities;
2 (b) information that reveals specific security threats associated
3 with the operation and activities of security threat groups; and (c)
4 information that identifies the number of security threat group
5 members, affiliates, or associates;

6 (13) The global positioning system data that would indicate the
7 location of the residence of an employee or worker of a criminal
8 justice agency as defined in RCW 10.97.030;

9 (14) Body worn camera recordings to the extent nondisclosure is
10 essential for the protection of any person's right to privacy as
11 described in RCW 42.56.050, including, but not limited to, the
12 circumstances enumerated in (a) of this subsection. A law enforcement
13 or corrections agency shall not disclose a body worn camera recording
14 to the extent the recording is exempt under this subsection.

15 (a) Disclosure of a body worn camera recording is presumed to be
16 highly offensive to a reasonable person under RCW 42.56.050 to the
17 extent it depicts:

18 (i) (A) Any areas of a medical facility, counseling, or
19 therapeutic program office where:

20 (I) A patient is registered to receive treatment, receiving
21 treatment, waiting for treatment, or being transported in the course
22 of treatment; or

23 (II) Health care information is shared with patients, their
24 families, or among the care team; or

25 (B) Information that meets the definition of protected health
26 information for purposes of the health insurance portability and
27 accountability act of 1996 or health care information for purposes of
28 chapter 70.02 RCW;

29 (ii) The interior of a place of residence where a person has a
30 reasonable expectation of privacy;

31 (iii) An intimate image;

32 (iv) A minor;

33 (v) The body of a deceased person;

34 (vi) The identity of or communications from a victim or witness
35 of an incident involving domestic violence as defined in RCW
36 10.99.020 or sexual assault as defined in RCW 70.125.030, or
37 disclosure of intimate images as defined in RCW 9A.86.010. If at the
38 time of recording the victim or witness indicates a desire for
39 disclosure or nondisclosure of the recorded identity or
40 communications, such desire shall govern; or

1 (vii) The identifiable location information of a community-based
2 domestic violence program as defined in RCW 70.123.020, or emergency
3 shelter as defined in RCW 70.123.020.

4 (b) The presumptions set out in (a) of this subsection may be
5 rebutted by specific evidence in individual cases.

6 (c) In a court action seeking the right to inspect or copy a body
7 worn camera recording, a person who prevails against a law
8 enforcement or corrections agency that withholds or discloses all or
9 part of a body worn camera recording pursuant to (a) of this
10 subsection is not entitled to fees, costs, or awards pursuant to RCW
11 42.56.550 unless it is shown that the law enforcement or corrections
12 agency acted in bad faith or with gross negligence.

13 (d) A request for body worn camera recordings must:

14 (i) Specifically identify a name of a person or persons involved
15 in the incident;

16 (ii) Provide the incident or case number;

17 (iii) Provide the date, time, and location of the incident or
18 incidents; or

19 (iv) Identify a law enforcement or corrections officer involved
20 in the incident or incidents.

21 (e)(i) A person directly involved in an incident recorded by the
22 requested body worn camera recording, an attorney representing a
23 person directly involved in an incident recorded by the requested
24 body worn camera recording, a person or his or her attorney who
25 requests a body worn camera recording relevant to a criminal case
26 involving that person, or the executive director from either the
27 Washington state commission on African American affairs, Asian
28 Pacific American affairs, or Hispanic affairs, has the right to
29 obtain the body worn camera recording, subject to any exemption under
30 this chapter or any applicable law. In addition, an attorney who
31 represents a person regarding a potential or existing civil cause of
32 action involving the denial of civil rights under the federal or
33 state Constitution, or a violation of a United States department of
34 justice settlement agreement, has the right to obtain the body worn
35 camera recording if relevant to the cause of action, subject to any
36 exemption under this chapter or any applicable law. The attorney must
37 explain the relevancy of the requested body worn camera recording to
38 the cause of action and specify that he or she is seeking relief from
39 redaction costs under this subsection (14)(e).

1 (ii) A law enforcement or corrections agency responding to
2 requests under this subsection (14)(e) may not require the requesting
3 individual to pay costs of any redacting, altering, distorting,
4 pixelating, suppressing, or otherwise obscuring any portion of a body
5 worn camera recording.

6 (iii) A law enforcement or corrections agency may require any
7 person requesting a body worn camera recording pursuant to this
8 subsection (14)(e) to identify himself or herself to ensure he or she
9 is a person entitled to obtain the body worn camera recording under
10 this subsection (14)(e).

11 (f)(i) A law enforcement or corrections agency responding to a
12 request to disclose body worn camera recordings may require any
13 requester not listed in (e) of this subsection to pay the reasonable
14 costs of redacting, altering, distorting, pixelating, suppressing, or
15 otherwise obscuring any portion of the body worn camera recording
16 prior to disclosure only to the extent necessary to comply with the
17 exemptions in this chapter or any applicable law.

18 (ii) An agency that charges redaction costs under this subsection
19 (14)(f) must use redaction technology that provides the least costly
20 commercially available method of redacting body worn camera
21 recordings, to the extent possible and reasonable.

22 (iii) In any case where an agency charges a requestor for the
23 costs of redacting a body worn camera recording under this subsection
24 (14)(f), the time spent on redaction of the recording shall not count
25 towards the agency's allocation of, or limitation on, time or costs
26 spent responding to public records requests under this chapter, as
27 established pursuant to local ordinance, policy, procedure, or state
28 law.

29 (g) For purposes of this subsection (14):

30 (i) "Body worn camera recording" means a video and/or sound
31 recording that is made by a body worn camera attached to the uniform
32 or eyewear of a law enforcement or corrections officer while in the
33 course of his or her official duties; and

34 (ii) "Intimate image" means an individual or individuals engaged
35 in sexual activity, including sexual intercourse as defined in RCW
36 9A.44.010 and masturbation, or an individual's intimate body parts,
37 whether nude or visible through less than opaque clothing, including
38 the genitals, pubic area, anus, or postpubescent female nipple.

39 (h) Nothing in this subsection shall be construed to restrict
40 access to body worn camera recordings as otherwise permitted by law

1 for official or recognized civilian and accountability bodies or
2 pursuant to any court order.

3 (i) Nothing in this section is intended to modify the obligations
4 of prosecuting attorneys and law enforcement under *Brady v. Maryland*,
5 373 U.S. 83, 83 S. Ct. 1194, 10 L. Ed. 2d 215 (1963), *Kyles v.*
6 *Whitley*, 541 U.S. 419, 115 S. Ct. 1555, 131 L. Ed.2d 490 (1995), and
7 the relevant Washington court criminal rules and statutes.

8 (j) A law enforcement or corrections agency must retain body worn
9 camera recordings for at least sixty days and thereafter may destroy
10 the records in accordance with the applicable records retention
11 schedule;

12 (15) Any records and information contained within the statewide
13 sexual assault kit tracking system established in RCW 43.43.545;

14 (16)(a) Survivor communications with, and survivor records
15 maintained by, campus-affiliated advocates.

16 (b) Nothing in this subsection shall be construed to restrict
17 access to records maintained by a campus-affiliated advocate in the
18 event that:

19 (i) The survivor consents to inspection or copying;

20 (ii) There is a clear, imminent risk of serious physical injury
21 or death of the survivor or another person;

22 (iii) Inspection or copying is required by federal law; or

23 (iv) A court of competent jurisdiction mandates that the record
24 be available for inspection or copying.

25 (c) "Campus-affiliated advocate" and "survivor" have the
26 definitions in RCW 28B.112.030;

27 (17) Information and records prepared, owned, used, or retained
28 by the Washington association of sheriffs and police chiefs and
29 information and records prepared, owned, used, or retained by the
30 Washington state patrol pursuant to chapter 261, Laws of 2017; and

31 (18) Any and all audio or video recordings of child forensic
32 interviews as defined in chapter 26.44 RCW. Such recordings are
33 confidential and may only be disclosed pursuant to a court order
34 entered upon a showing of good cause and with advance notice to the
35 child's parent, guardian, or legal custodian. However, if the child
36 is an emancipated minor or has attained the age of majority as
37 defined in RCW 26.28.010, advance notice must be to the child.
38 Failure to disclose an audio or video recording of a child forensic
39 interview as defined in chapter 26.44 RCW is not grounds for
40 penalties or other sanctions available under this chapter.

1 (6) Traveling with any unloaded firearm in the person's
2 possession to or from any activity described in subsection (1), (2),
3 (3), (4), or (5) of this section;

4 (7) On real property under the control of his or her parent,
5 other relative, or legal guardian and who has the permission of the
6 parent or legal guardian to possess a firearm;

7 (8) At his or her residence and who, with the permission of his
8 or her parent or legal guardian, possesses a firearm for the purpose
9 of exercising the rights specified in RCW 9A.16.020(3); or

10 (9) Is a member of the armed forces of the United States,
11 national guard, or organized reserves, when on duty.

12 **Sec. 34.** RCW 12.04.140 and 2021 c 215 s 127 are each amended to
13 read as follows:

14 Except as provided under RCW ((~~7.105.105~~)) 7.105.100, no action
15 shall be commenced by any person under the age of eighteen years,
16 except by his guardian, or until a next friend for such a person
17 shall have been appointed. Whenever requested, the justice shall
18 appoint some suitable person, who shall consent thereto in writing,
19 to be named by such plaintiff, to act as his or her next friend in
20 such action, who shall be responsible for the costs therein.

21 **Sec. 35.** RCW 12.04.150 and 2021 c 215 s 128 are each amended to
22 read as follows:

23 After service and return of process against a defendant under the
24 age of eighteen years, the action shall not be further prosecuted,
25 until a guardian for such defendant shall have been appointed, except
26 as provided under RCW ((~~7.105.105~~)) 7.105.100. Upon the request of
27 such defendant, the justice shall appoint some person who shall
28 consent thereto in writing, to be guardian of the defendant in
29 defense of the action; and if the defendant shall not appear on the
30 return day of the process, or if he or she neglect or refuse to
31 nominate such guardian, the justice may, at the request of the
32 plaintiff, appoint any discreet person as such guardian. The consent
33 of the guardian or next friend shall be filed with the justice; and
34 such guardian for the defendant shall not be liable for any costs in
35 the action.

36 **Sec. 36.** RCW 13.40.0357 and 2021 c 311 s 16 are each amended to
37 read as follows:

DESCRIPTION AND OFFENSE CATEGORY

		JUVENILE DISPOSITION
JUVENILE		CATEGORY FOR
DISPOSITION		ATTEMPT, BAILJUMP,
OFFENSE		CONSPIRACY, OR
CATEGORY	DESCRIPTION (RCW CITATION)	SOLICITATION

Arson and Malicious Mischief

A	Arson 1 (9A.48.020)	B+
B	Arson 2 (9A.48.030)	C
C	Reckless Burning 1 (9A.48.040)	D
D	Reckless Burning 2 (9A.48.050)	E
B	Malicious Mischief 1 (9A.48.070)	C
C	Malicious Mischief 2 (9A.48.080)	D
D	Malicious Mischief 3 (9A.48.090)	E
E	Tampering with Fire Alarm Apparatus (9.40.100)	E
E	Tampering with Fire Alarm Apparatus with Intent to Commit Arson (9.40.105)	E
A	Possession of Incendiary Device (9.40.120)	B+

Assault and Other Crimes Involving Physical Harm

A	Assault 1 (9A.36.011)	B+
B+	Assault 2 (9A.36.021)	C+
C+	Assault 3 (9A.36.031)	D+
D+	Assault 4 (9A.36.041)	E
B+	Drive-By Shooting (9A.36.045) committed at age 15 or under	C+
A++	Drive-By Shooting (9A.36.045) committed at age 16 or 17	A
D+	Reckless Endangerment (9A.36.050)	E
C+	Promoting Suicide Attempt (9A.36.060)	D+
D+	Coercion (9A.36.070)	E
C+	Custodial Assault (9A.36.100)	D+

Burglary and Trespass

1	B+	Burglary 1 (9A.52.020) committed at	C+
2		age 15 or under	
3	A-	Burglary 1 (9A.52.020) committed at	B+
4		age 16 or 17	
5	B	Residential Burglary (9A.52.025)	C
6	B	Burglary 2 (9A.52.030)	C
7	D	Burglary Tools (Possession of)	E
8		(9A.52.060)	
9	D	Criminal Trespass 1 (9A.52.070)	E
10	E	Criminal Trespass 2 (9A.52.080)	E
11	C	Mineral Trespass (78.44.330)	C
12	C	Vehicle Prowling 1 (9A.52.095)	D
13	D	Vehicle Prowling 2 (9A.52.100)	E
14		Drugs	
15	E	Possession/Consumption of Alcohol	E
16		(66.44.270)	
17	C	Illegally Obtaining Legend Drug	D
18		(69.41.020)	
19	C+	Sale, Delivery, Possession of Legend	D+
20		Drug with Intent to Sell (69.41.030(2)(a))	
21	E	Possession of Legend	E
22		Drug (69.41.030(2)(b))	
23	B+	Violation of Uniform Controlled	B+
24		Substances Act - Narcotic,	
25		Methamphetamine, or Flunitrazepam	
26		Sale (69.50.401(2) (a) or (b))	
27	C	Violation of Uniform Controlled	C
28		Substances Act - Nonnarcotic Sale	
29		(69.50.401(2)(c))	
30	E	Possession of Marihuana <40 grams	E
31		(69.50.4014)	
32	C	Fraudulently Obtaining Controlled	C
33		Substance (69.50.403)	
34	C+	Sale of Controlled Substance for Profit	C+
35		(69.50.410)	
36	E	Unlawful Inhalation (9.47A.020)	E

1	B	Violation of Uniform Controlled	B
2		Substances Act - Narcotic,	
3		Methamphetamine, or Flunitrazepam	
4		Counterfeit Substances (69.50.4011(2)	
5		(a) or (b))	
6	C	Violation of Uniform Controlled	C
7		Substances Act - Nonnarcotic Counterfeit	
8		Substances (69.50.4011(2) (c), (d), or (e))	
9	E	Violation of Uniform Controlled	E
10		Substances Act - Possession of a	
11		Controlled Substance (69.50.4013)	
12	C	Violation of Uniform Controlled	C
13		Substances Act - Possession of a	
14		Controlled Substance (69.50.4012)	
15		Firearms and Weapons	
16	B	Theft of Firearm (9A.56.300)	C
17	B	Possession of Stolen Firearm	C
18		(9A.56.310)	
19	E	Carrying Loaded Pistol Without Permit	E
20		(9.41.050)	
21	C	Possession of Firearms by Minor (<18)	C
22		(9.41.040(2)(a)((vi)) (vii))	
23	D+	Possession of Dangerous Weapon	E
24		(9.41.250)	
25	D	Intimidating Another Person by use of	E
26		Weapon (9.41.270)	
27		Homicide	
28	A+	Murder 1 (9A.32.030)	A
29	A+	Murder 2 (9A.32.050)	B+
30	B+	Manslaughter 1 (9A.32.060)	C+
31	C+	Manslaughter 2 (9A.32.070)	D+
32	B+	Vehicular Homicide (46.61.520)	C+
33		Kidnapping	
34	A	Kidnap 1 (9A.40.020)	B+
35	B+	Kidnap 2 (9A.40.030)	C+
36	C+	Unlawful Imprisonment (9A.40.040)	D+
37		Obstructing Governmental Operation	

1	D	Obstructing a Law Enforcement Officer	E
2		(9A.76.020)	
3	E	Resisting Arrest (9A.76.040)	E
4	B	Introducing Contraband 1 (9A.76.140)	C
5	C	Introducing Contraband 2 (9A.76.150)	D
6	E	Introducing Contraband 3 (9A.76.160)	E
7	B+	Intimidating a Public Servant	C+
8		(9A.76.180)	
9	B+	Intimidating a Witness (9A.72.110)	C+
10		Public Disturbance	
11	C+	Criminal Mischief with Weapon	D+
12		(9A.84.010(2)(b))	
13	D+	Criminal Mischief Without Weapon	E
14		(9A.84.010(2)(a))	
15	E	Failure to Disperse (9A.84.020)	E
16	E	Disorderly Conduct (9A.84.030)	E
17		Sex Crimes	
18	A	Rape 1 (9A.44.040)	B+
19	B++	Rape 2 (9A.44.050) committed at age 14	B+
20		or under	
21	A-	Rape 2 (9A.44.050) committed at age 15	B+
22		through age 17	
23	C+	Rape 3 (9A.44.060)	D+
24	B++	Rape of a Child 1 (9A.44.073)	B+
25		committed at age 14 or under	
26	A-	Rape of a Child 1 (9A.44.073)	B+
27		committed at age 15	
28	B+	Rape of a Child 2 (9A.44.076)	C+
29	B	Incest 1 (9A.64.020(1))	C
30	C	Incest 2 (9A.64.020(2))	D
31	D+	Indecent Exposure (Victim <14)	E
32		(9A.88.010)	
33	E	Indecent Exposure (Victim 14 or over)	E
34		(9A.88.010)	
35	B+	Promoting Prostitution 1 (9A.88.070)	C+
36	C+	Promoting Prostitution 2 (9A.88.080)	D+

1	E	O & A (Prostitution) (9A.88.030)	E
2	B+	Indecent Liberties (9A.44.100)	C+
3	B++	Child Molestation 1 (9A.44.083)	B+
4		committed at age 14 or under	
5	A-	Child Molestation 1 (9A.44.083)	B+
6		committed at age 15 through age 17	
7	B	Child Molestation 2 (9A.44.086)	C+
8	C	Failure to Register as a Sex Offender	D
9		(9A.44.132)	
10		Theft, Robbery, Extortion, and	
11		Forgery	
12	B	Theft 1 (9A.56.030)	C
13	C	Theft 2 (9A.56.040)	D
14	D	Theft 3 (9A.56.050)	E
15	B	Theft of Livestock 1 and 2 (9A.56.080	C
16		and 9A.56.083)	
17	C	Forgery (9A.60.020)	D
18	A	Robbery 1 (9A.56.200) committed at	B+
19		age 15 or under	
20	A++	Robbery 1 (9A.56.200) committed at	A
21		age 16 or 17	
22	B+	Robbery 2 (9A.56.210)	C+
23	B+	Extortion 1 (9A.56.120)	C+
24	C+	Extortion 2 (9A.56.130)	D+
25	C	Identity Theft 1 (9.35.020(2))	D
26	D	Identity Theft 2 (9.35.020(3))	E
27	D	Improperly Obtaining Financial	E
28		Information (9.35.010)	
29	B	Possession of a Stolen Vehicle	C
30		(9A.56.068)	
31	B	Possession of Stolen Property 1	C
32		(9A.56.150)	
33	C	Possession of Stolen Property 2	D
34		(9A.56.160)	
35	D	Possession of Stolen Property 3	E
36		(9A.56.170)	

1	B	Taking Motor Vehicle Without	C
2		Permission 1 (9A.56.070)	
3	C	Taking Motor Vehicle Without	D
4		Permission 2 (9A.56.075)	
5	B	Theft of a Motor Vehicle (9A.56.065)	C
6		Motor Vehicle Related Crimes	
7	E	Driving Without a License (46.20.005)	E
8	B+	Hit and Run - Death (46.52.020(4)(a))	C+
9	C	Hit and Run - Injury (46.52.020(4)(b))	D
10	D	Hit and Run-Attended (46.52.020(5))	E
11	E	Hit and Run-Unattended (46.52.010)	E
12	C	Vehicular Assault (46.61.522)	D
13	C	Attempting to Elude Pursuing Police	D
14		Vehicle (46.61.024)	
15	E	Reckless Driving (46.61.500)	E
16	D	Driving While Under the Influence	E
17		(46.61.502 and 46.61.504)	
18	B+	Felony Driving While Under the	B
19		Influence (46.61.502(6))	
20	B+	Felony Physical Control of a Vehicle	B
21		While Under the Influence (46.61.504(6))	
22		Other	
23	B	Animal Cruelty 1 (16.52.205)	C
24	B	Bomb Threat (9.61.160)	C
25	C	Escape 1 ¹ (9A.76.110)	C
26	C	Escape 2 ¹ (9A.76.120)	C
27	D	Escape 3 (9A.76.130)	E
28	E	Obscene, Harassing, Etc., Phone Calls	E
29		(9.61.230)	
30	A	Other Offense Equivalent to an Adult	B+
31		Class A Felony	
32	B	Other Offense Equivalent to an Adult	C
33		Class B Felony	
34	C	Other Offense Equivalent to an Adult	D
35		Class C Felony	

D Other Offense Equivalent to an Adult E
Gross Misdemeanor
E Other Offense Equivalent to an Adult E
Misdemeanor
V Violation of Order of Restitution, V
Community Supervision, or Confinement
(13.40.200)²

¹Escape 1 and 2 and Attempted Escape 1 and 2 are classed as C offenses
and the standard range is established as follows:

1st escape or attempted escape during 12-month period - 28 days
confinement

2nd escape or attempted escape during 12-month period - 8 weeks
confinement

3rd and subsequent escape or attempted escape during 12-month
period - 12 weeks confinement

²If the court finds that a respondent has violated terms of an order,
it may impose a penalty of up to 30 days of confinement.

JUVENILE SENTENCING STANDARDS

This schedule must be used for juvenile offenders. The court may
select sentencing option A, B, C, or D.

OPTION A

JUVENILE OFFENDER SENTENCING GRID

STANDARD RANGE

CURRENT OFFENSE CATEGORY	A++	129 to 260 weeks for all category A++ offenses				
	A+	180 weeks to age 21 for all category A+ offenses				
	A	103-129 weeks for all category A offenses				
	A-	30-40 weeks	52-65 weeks	80-100 weeks	103-129 weeks	103-129 weeks
	B++	15-36 weeks	52-65 weeks	80-100 weeks	103-129 weeks	103-129 weeks
	B+	15-36 weeks	15-36 weeks	52-65 weeks	80-100 weeks	103-129 weeks
	B	LS	LS	15-36 weeks	15-36 weeks	52-65 weeks
	C+	LS	LS	LS	15-36 weeks	15-36 weeks
	C	LS	LS	LS	LS	15-36 weeks
	D+	LS	LS	LS	LS	LS

1	D	LS	LS	LS	LS	LS
2	E	LS	LS	LS	LS	LS
3	PRIOR	0	1	2	3	4 or more
4	ADJUDICATIONS					

5 NOTE: References in the grid to days or weeks mean periods of
6 confinement. "LS" means "local sanctions" as defined in RCW
7 13.40.020.

8 (1) The vertical axis of the grid is the current offense
9 category. The current offense category is determined by the offense
10 of adjudication.

11 (2) The horizontal axis of the grid is the number of prior
12 adjudications included in the juvenile's criminal history. Each prior
13 felony adjudication shall count as one point. Each prior violation,
14 misdemeanor, and gross misdemeanor adjudication shall count as 1/4
15 point. Fractional points shall be rounded down.

16 (3) The standard range disposition for each offense is determined
17 by the intersection of the column defined by the prior adjudications
18 and the row defined by the current offense category.

19 (4) RCW 13.40.180 applies if the offender is being sentenced for
20 more than one offense.

21 (5) A current offense that is a violation is equivalent to an
22 offense category of E. However, a disposition for a violation shall
23 not include confinement.

24 OR

25 **OPTION B**

26 **SUSPENDED DISPOSITION ALTERNATIVE**

27 (1) If the offender is subject to a standard range disposition
28 involving confinement by the department, the court may impose the
29 standard range and suspend the disposition on condition that the
30 offender comply with one or more local sanctions and any educational
31 or treatment requirement. The treatment programs provided to the
32 offender must be either research-based best practice programs as
33 identified by the Washington state institute for public policy or the
34 joint legislative audit and review committee, or for chemical
35 dependency treatment programs or services, they must be evidence-
36 based or research-based best practice programs. For the purposes of
37 this subsection:

1 (a) "Evidence-based" means a program or practice that has had
2 multiple site random controlled trials across heterogeneous
3 populations demonstrating that the program or practice is effective
4 for the population; and

5 (b) "Research-based" means a program or practice that has some
6 research demonstrating effectiveness, but that does not yet meet the
7 standard of evidence-based practices.

8 (2) If the offender fails to comply with the suspended
9 disposition, the court may impose sanctions pursuant to RCW 13.40.200
10 or may revoke the suspended disposition and order the disposition's
11 execution.

12 (3) An offender is ineligible for the suspended disposition
13 option under this section if the offender:

14 (a) Is adjudicated of an A+ or A++ offense;

15 (b) Is fourteen years of age or older and is adjudicated of one
16 or more of the following offenses:

17 (i) A class A offense, or an attempt, conspiracy, or solicitation
18 to commit a class A offense;

19 (ii) Manslaughter in the first degree (RCW 9A.32.060);

20 (iii) Assault in the second degree (RCW 9A.36.021), extortion in
21 the first degree (RCW 9A.56.120), kidnapping in the second degree
22 (RCW 9A.40.030), drive-by shooting (RCW 9A.36.045), vehicular
23 homicide (RCW 46.61.520), hit and run death (RCW 46.52.020(4)(a)), or
24 manslaughter 2 (RCW 9A.32.070); or

25 (iv) Violation of the uniform controlled substances act (RCW
26 69.50.401(2) (a) and (b)), when the offense includes infliction of
27 bodily harm upon another or when during the commission or immediate
28 withdrawal from the offense the respondent was armed with a deadly
29 weapon;

30 (c) Is ordered to serve a disposition for a firearm violation
31 under RCW 13.40.193;

32 (d) Is adjudicated of a sex offense as defined in RCW 9.94A.030;
33 or

34 (e) Has a prior option B disposition.

35 OR

36 **OPTION C**

37 **CHEMICAL DEPENDENCY/MENTAL HEALTH DISPOSITION ALTERNATIVE**

38 If the juvenile offender is subject to a standard range
39 disposition of local sanctions or 15 to 36 weeks of confinement and

has not committed a B++ or B+ offense, the court may impose a disposition under RCW 13.40.160(4) and 13.40.165.

OR

OPTION D

MANIFEST INJUSTICE

If the court determines that a disposition under option A, B, or C would effectuate a manifest injustice, the court shall impose a disposition outside the standard range under RCW 13.40.160(2).

Sec. 37. RCW 13.40.0357 and 2020 c 18 s 8 are each amended to read as follows:

DESCRIPTION AND OFFENSE CATEGORY

		JUVENILE DISPOSITION
JUVENILE		CATEGORY FOR
DISPOSITION		ATTEMPT, BAILJUMP,
OFFENSE		CONSPIRACY, OR
CATEGORY	DESCRIPTION (RCW CITATION)	SOLICITATION

Arson and Malicious Mischief

A	Arson 1 (9A.48.020)	B+
B	Arson 2 (9A.48.030)	C
C	Reckless Burning 1 (9A.48.040)	D
D	Reckless Burning 2 (9A.48.050)	E
B	Malicious Mischief 1 (9A.48.070)	C
C	Malicious Mischief 2 (9A.48.080)	D
D	Malicious Mischief 3 (9A.48.090)	E
E	Tampering with Fire Alarm Apparatus (9.40.100)	E
E	Tampering with Fire Alarm Apparatus with Intent to Commit Arson (9.40.105)	E
A	Possession of Incendiary Device (9.40.120)	B+

Assault and Other Crimes Involving Physical Harm

A	Assault 1 (9A.36.011)	B+
B+	Assault 2 (9A.36.021)	C+
C+	Assault 3 (9A.36.031)	D+

1	D+	Assault 4 (9A.36.041)	E
2	B+	Drive-By Shooting (9A.36.045)	C+
3		committed at age 15 or under	
4	A++	Drive-By Shooting (9A.36.045)	A
5		committed at age 16 or 17	
6	D+	Reckless Endangerment (9A.36.050)	E
7	C+	Promoting Suicide Attempt (9A.36.060)	D+
8	D+	Coercion (9A.36.070)	E
9	C+	Custodial Assault (9A.36.100)	D+
10		Burglary and Trespass	
11	B+	Burglary 1 (9A.52.020) committed at	C+
12		age 15 or under	
13	A-	Burglary 1 (9A.52.020) committed at	B+
14		age 16 or 17	
15	B	Residential Burglary (9A.52.025)	C
16	B	Burglary 2 (9A.52.030)	C
17	D	Burglary Tools (Possession of)	E
18		(9A.52.060)	
19	D	Criminal Trespass 1 (9A.52.070)	E
20	E	Criminal Trespass 2 (9A.52.080)	E
21	C	Mineral Trespass (78.44.330)	C
22	C	Vehicle Prowling 1 (9A.52.095)	D
23	D	Vehicle Prowling 2 (9A.52.100)	E
24		Drugs	
25	E	Possession/Consumption of Alcohol	E
26		(66.44.270)	
27	C	Illegally Obtaining Legend Drug	D
28		(69.41.020)	
29	C+	Sale, Delivery, Possession of Legend	D+
30		Drug with Intent to Sell (69.41.030(2)(a))	
31	E	Possession of Legend	E
32		Drug (69.41.030(2)(b))	
33	B+	Violation of Uniform Controlled	B+
34		Substances Act - Narcotic,	
35		Methamphetamine, or Flunitrazepam	
36		Sale (69.50.401(2) (a) or (b))	

1	C	Violation of Uniform Controlled	C
2		Substances Act - Nonnarcotic Sale	
3		(69.50.401(2)(c))	
4	E	Possession of Marihuana <40 grams	E
5		(69.50.4014)	
6	C	Fraudulently Obtaining Controlled	C
7		Substance (69.50.403)	
8	C+	Sale of Controlled Substance for Profit	C+
9		(69.50.410)	
10	E	Unlawful Inhalation (9.47A.020)	E
11	B	Violation of Uniform Controlled	B
12		Substances Act - Narcotic,	
13		Methamphetamine, or Flunitrazepam	
14		Counterfeit Substances (69.50.4011(2)	
15		(a) or (b))	
16	C	Violation of Uniform Controlled	C
17		Substances Act - Nonnarcotic Counterfeit	
18		Substances (69.50.4011(2) (c), (d), or (e))	
19	C	Violation of Uniform Controlled	C
20		Substances Act - Possession of a	
21		Controlled Substance (69.50.4013)	
22	C	Violation of Uniform Controlled	C
23		Substances Act - Possession of a	
24		Controlled Substance (69.50.4012)	
25		Firearms and Weapons	
26	B	Theft of Firearm (9A.56.300)	C
27	B	Possession of Stolen Firearm	C
28		(9A.56.310)	
29	E	Carrying Loaded Pistol Without Permit	E
30		(9.41.050)	
31	C	Possession of Firearms by Minor (<18)	C
32		(9.41.040(2)(a)((vi)) (vii))	
33	D+	Possession of Dangerous Weapon	E
34		(9.41.250)	
35	D	Intimidating Another Person by use of	E
36		Weapon (9.41.270)	
37		Homicide	

1	A+	Murder 1 (9A.32.030)	A
2	A+	Murder 2 (9A.32.050)	B+
3	B+	Manslaughter 1 (9A.32.060)	C+
4	C+	Manslaughter 2 (9A.32.070)	D+
5	B+	Vehicular Homicide (46.61.520)	C+
6		Kidnapping	
7	A	Kidnap 1 (9A.40.020)	B+
8	B+	Kidnap 2 (9A.40.030)	C+
9	C+	Unlawful Imprisonment (9A.40.040)	D+
10		Obstructing Governmental Operation	
11	D	Obstructing a Law Enforcement Officer (9A.76.020)	E
12			
13	E	Resisting Arrest (9A.76.040)	E
14	B	Introducing Contraband 1 (9A.76.140)	C
15	C	Introducing Contraband 2 (9A.76.150)	D
16	E	Introducing Contraband 3 (9A.76.160)	E
17	B+	Intimidating a Public Servant (9A.76.180)	C+
18			
19	B+	Intimidating a Witness (9A.72.110)	C+
20		Public Disturbance	
21	C+	Criminal Mischief with Weapon (9A.84.010(2)(b))	D+
22			
23	D+	Criminal Mischief Without Weapon (9A.84.010(2)(a))	E
24			
25	E	Failure to Disperse (9A.84.020)	E
26	E	Disorderly Conduct (9A.84.030)	E
27		Sex Crimes	
28	A	Rape 1 (9A.44.040)	B+
29	B++	Rape 2 (9A.44.050) committed at age 14 or under	B+
30			
31	A-	Rape 2 (9A.44.050) committed at age 15 through age 17	B+
32			
33	C+	Rape 3 (9A.44.060)	D+
34	B++	Rape of a Child 1 (9A.44.073) committed at age 14 or under	B+
35			

1	A-	Rape of a Child 1 (9A.44.073)	B+
2		committed at age 15	
3	B+	Rape of a Child 2 (9A.44.076)	C+
4	B	Incest 1 (9A.64.020(1))	C
5	C	Incest 2 (9A.64.020(2))	D
6	D+	Indecent Exposure (Victim <14)	E
7		(9A.88.010)	
8	E	Indecent Exposure (Victim 14 or over)	E
9		(9A.88.010)	
10	B+	Promoting Prostitution 1 (9A.88.070)	C+
11	C+	Promoting Prostitution 2 (9A.88.080)	D+
12	E	O & A (Prostitution) (9A.88.030)	E
13	B+	Indecent Liberties (9A.44.100)	C+
14	B++	Child Molestation 1 (9A.44.083)	B+
15		committed at age 14 or under	
16	A-	Child Molestation 1 (9A.44.083)	B+
17		committed at age 15 through age 17	
18	B	Child Molestation 2 (9A.44.086)	C+
19	C	Failure to Register as a Sex Offender	D
20		(9A.44.132)	
21		Theft, Robbery, Extortion, and	
22		Forgery	
23	B	Theft 1 (9A.56.030)	C
24	C	Theft 2 (9A.56.040)	D
25	D	Theft 3 (9A.56.050)	E
26	B	Theft of Livestock 1 and 2 (9A.56.080	C
27		and 9A.56.083)	
28	C	Forgery (9A.60.020)	D
29	A	Robbery 1 (9A.56.200) committed at	B+
30		age 15 or under	
31	A++	Robbery 1 (9A.56.200) committed at	A
32		age 16 or 17	
33	B+	Robbery 2 (9A.56.210)	C+
34	B+	Extortion 1 (9A.56.120)	C+
35	C+	Extortion 2 (9A.56.130)	D+
36	C	Identity Theft 1 (9.35.020(2))	D

1	D	Identity Theft 2 (9.35.020(3))	E
2	D	Improperly Obtaining Financial	E
3		Information (9.35.010)	
4	B	Possession of a Stolen Vehicle	C
5		(9A.56.068)	
6	B	Possession of Stolen Property 1	C
7		(9A.56.150)	
8	C	Possession of Stolen Property 2	D
9		(9A.56.160)	
10	D	Possession of Stolen Property 3	E
11		(9A.56.170)	
12	B	Taking Motor Vehicle Without	C
13		Permission 1 (9A.56.070)	
14	C	Taking Motor Vehicle Without	D
15		Permission 2 (9A.56.075)	
16	B	Theft of a Motor Vehicle (9A.56.065)	C
17		Motor Vehicle Related Crimes	
18	E	Driving Without a License (46.20.005)	E
19	B+	Hit and Run - Death (46.52.020(4)(a))	C+
20	C	Hit and Run - Injury (46.52.020(4)(b))	D
21	D	Hit and Run-Attended (46.52.020(5))	E
22	E	Hit and Run-Unattended (46.52.010)	E
23	C	Vehicular Assault (46.61.522)	D
24	C	Attempting to Elude Pursuing Police	D
25		Vehicle (46.61.024)	
26	E	Reckless Driving (46.61.500)	E
27	D	Driving While Under the Influence	E
28		(46.61.502 and 46.61.504)	
29	B+	Felony Driving While Under the	B
30		Influence (46.61.502(6))	
31	B+	Felony Physical Control of a Vehicle	B
32		While Under the Influence (46.61.504(6))	
33		Other	
34	B	Animal Cruelty 1 (16.52.205)	C
35	B	Bomb Threat (9.61.160)	C
36	C	Escape 1 ¹ (9A.76.110)	C

1	C	Escape 2 ¹ (9A.76.120)	C
2	D	Escape 3 (9A.76.130)	E
3	E	Obscene, Harassing, Etc., Phone Calls	E
4		(9.61.230)	
5	A	Other Offense Equivalent to an Adult	B+
6		Class A Felony	
7	B	Other Offense Equivalent to an Adult	C
8		Class B Felony	
9	C	Other Offense Equivalent to an Adult	D
10		Class C Felony	
11	D	Other Offense Equivalent to an Adult	E
12		Gross Misdemeanor	
13	E	Other Offense Equivalent to an Adult	E
14		Misdemeanor	
15	V	Violation of Order of Restitution,	V
16		Community Supervision, or Confinement	
17		(13.40.200) ²	

18 ¹Escape 1 and 2 and Attempted Escape 1 and 2 are classed as C offenses
19 and the standard range is established as follows:

20 1st escape or attempted escape during 12-month period - 28 days
21 confinement

22 2nd escape or attempted escape during 12-month period - 8 weeks
23 confinement

24 3rd and subsequent escape or attempted escape during 12-month
25 period - 12 weeks confinement

26 ²If the court finds that a respondent has violated terms of an order,
27 it may impose a penalty of up to 30 days of confinement.

28 JUVENILE SENTENCING STANDARDS

29 This schedule must be used for juvenile offenders. The court may
30 select sentencing option A, B, C, or D.

31 OPTION A

32 JUVENILE OFFENDER SENTENCING GRID

33 STANDARD RANGE

34	A++	129 to 260 weeks for all category A++ offenses
----	-----	--

35	A+	180 weeks to age 21 for all category A+ offenses
----	----	--

1		A	103-129 weeks for all category A offenses				
2		A-	30-40 weeks	52-65 weeks	80-100 weeks	103-129 weeks	103-129 weeks
3		B++	15-36 weeks	52-65 weeks	80-100 weeks	103-129 weeks	103-129 weeks
4	CURRENT	B+	15-36 weeks	15-36 weeks	52-65 weeks	80-100 weeks	103-129 weeks
5	OFFENSE	B	LS	LS	15-36 weeks	15-36 weeks	52-65 weeks
6	CATEGORY	C+	LS	LS	LS	15-36 weeks	15-36 weeks
7		C	LS	LS	LS	LS	15-36 weeks
8		D+	LS	LS	LS	LS	LS
9		D	LS	LS	LS	LS	LS
10		E	LS	LS	LS	LS	LS
11	PRIOR		0	1	2	3	4 or more
12	ADJUDICATIONS						

13 NOTE: References in the grid to days or weeks mean periods of
14 confinement. "LS" means "local sanctions" as defined in RCW
15 13.40.020.

16 (1) The vertical axis of the grid is the current offense
17 category. The current offense category is determined by the offense
18 of adjudication.

19 (2) The horizontal axis of the grid is the number of prior
20 adjudications included in the juvenile's criminal history. Each prior
21 felony adjudication shall count as one point. Each prior violation,
22 misdemeanor, and gross misdemeanor adjudication shall count as 1/4
23 point. Fractional points shall be rounded down.

24 (3) The standard range disposition for each offense is determined
25 by the intersection of the column defined by the prior adjudications
26 and the row defined by the current offense category.

27 (4) RCW 13.40.180 applies if the offender is being sentenced for
28 more than one offense.

29 (5) A current offense that is a violation is equivalent to an
30 offense category of E. However, a disposition for a violation shall
31 not include confinement.

32 OR

33 OPTION B

34 SUSPENDED DISPOSITION ALTERNATIVE

1 (1) If the offender is subject to a standard range disposition
2 involving confinement by the department, the court may impose the
3 standard range and suspend the disposition on condition that the
4 offender comply with one or more local sanctions and any educational
5 or treatment requirement. The treatment programs provided to the
6 offender must be either research-based best practice programs as
7 identified by the Washington state institute for public policy or the
8 joint legislative audit and review committee, or for chemical
9 dependency treatment programs or services, they must be evidence-
10 based or research-based best practice programs. For the purposes of
11 this subsection:

12 (a) "Evidence-based" means a program or practice that has had
13 multiple site random controlled trials across heterogeneous
14 populations demonstrating that the program or practice is effective
15 for the population; and

16 (b) "Research-based" means a program or practice that has some
17 research demonstrating effectiveness, but that does not yet meet the
18 standard of evidence-based practices.

19 (2) If the offender fails to comply with the suspended
20 disposition, the court may impose sanctions pursuant to RCW 13.40.200
21 or may revoke the suspended disposition and order the disposition's
22 execution.

23 (3) An offender is ineligible for the suspended disposition
24 option under this section if the offender:

25 (a) Is adjudicated of an A+ or A++ offense;

26 (b) Is fourteen years of age or older and is adjudicated of one
27 or more of the following offenses:

28 (i) A class A offense, or an attempt, conspiracy, or solicitation
29 to commit a class A offense;

30 (ii) Manslaughter in the first degree (RCW 9A.32.060);

31 (iii) Assault in the second degree (RCW 9A.36.021), extortion in
32 the first degree (RCW 9A.56.120), kidnapping in the second degree
33 (RCW 9A.40.030), drive-by shooting (RCW 9A.36.045), vehicular
34 homicide (RCW 46.61.520), hit and run death (RCW 46.52.020(4)(a)), or
35 manslaughter 2 (RCW 9A.32.070); or

36 (iv) Violation of the uniform controlled substances act (RCW
37 69.50.401(2) (a) and (b)), when the offense includes infliction of
38 bodily harm upon another or when during the commission or immediate

1 withdrawal from the offense the respondent was armed with a deadly
2 weapon;

3 (c) Is ordered to serve a disposition for a firearm violation
4 under RCW 13.40.193;

5 (d) Is adjudicated of a sex offense as defined in RCW 9.94A.030;
6 or

7 (e) Has a prior option B disposition.

8 **OR**

9 **OPTION C**

10 **CHEMICAL DEPENDENCY/MENTAL HEALTH DISPOSITION ALTERNATIVE**

11 If the juvenile offender is subject to a standard range
12 disposition of local sanctions or 15 to 36 weeks of confinement and
13 has not committed a B++ or B+ offense, the court may impose a
14 disposition under RCW 13.40.160(4) and 13.40.165.

15 **OR**

16 **OPTION D**

17 **MANIFEST INJUSTICE**

18 If the court determines that a disposition under option A, B, or C
19 would effectuate a manifest injustice, the court shall impose a
20 disposition outside the standard range under RCW 13.40.160(2).

21 **Sec. 38.** RCW 13.40.160 and 2020 c 18 s 9 are each amended to
22 read as follows:

23 (1) The standard range disposition for a juvenile adjudicated of
24 an offense is determined according to RCW 13.40.0357.

25 (a) When the court sentences an offender to a local sanction as
26 provided in RCW 13.40.0357 option A, the court shall impose a
27 determinate disposition within the standard ranges, except as
28 provided in subsection (2), (3), (4), (5), or (6) of this section.
29 The disposition may be comprised of one or more local sanctions.

30 (b) When the court sentences an offender to a standard range as
31 provided in RCW 13.40.0357 option A that includes a term of
32 confinement exceeding thirty days, commitment shall be to the
33 department for the standard range of confinement, except as provided
34 in subsection (2), (3), (4), (5), or (6) of this section.

35 (2) If the court concludes, and enters reasons for its
36 conclusion, that disposition within the standard range would
37 effectuate a manifest injustice the court shall impose a disposition

1 outside the standard range, as indicated in option D of RCW
2 13.40.0357. The court's finding of manifest injustice shall be
3 supported by clear and convincing evidence.

4 A disposition outside the standard range shall be determinate and
5 shall be comprised of confinement or community supervision, or a
6 combination thereof. When a judge finds a manifest injustice and
7 imposes a sentence of confinement exceeding thirty days, the court
8 shall sentence the juvenile to a maximum term, and the provisions of
9 RCW 13.40.030(2) shall be used to determine the range. A disposition
10 outside the standard range is appealable under RCW 13.40.230 by the
11 state or the respondent. A disposition within the standard range is
12 not appealable under RCW 13.40.230.

13 (3) If a juvenile offender is found to have committed a sex
14 offense, other than a sex offense that is also a serious violent
15 offense as defined by RCW 9.94A.030, and has no history of a prior
16 sex offense, the court may impose the special sex offender
17 disposition alternative under RCW 13.40.162.

18 (4) If the juvenile offender is subject to a standard range
19 disposition of local sanctions or 15 to 36 weeks of confinement and
20 has not committed an A- or B+ offense, the court may impose the
21 disposition alternative under RCW 13.40.165.

22 (5) If a juvenile is subject to a commitment of 15 to 65 weeks of
23 confinement, the court may impose the disposition alternative under
24 RCW 13.40.167.

25 (6) When the offender is subject to a standard range commitment
26 of 15 to 36 weeks and is ineligible for a suspended disposition
27 alternative, a manifest injustice disposition below the standard
28 range, special sex offender disposition alternative, chemical
29 dependency disposition alternative, or mental health disposition
30 alternative, the court in a county with a pilot program under RCW
31 13.40.169 may impose the disposition alternative under RCW 13.40.169.

32 (7) RCW 13.40.193 shall govern the disposition of any juvenile
33 adjudicated of possessing a firearm in violation of RCW
34 9.41.040(2)(a) (~~((vi))~~) (vii) or any crime in which a special finding
35 is entered that the juvenile was armed with a firearm.

36 (8) RCW 13.40.308 shall govern the disposition of any juvenile
37 adjudicated of theft of a motor vehicle as defined under RCW
38 9A.56.065, possession of a stolen motor vehicle as defined under RCW
39 9A.56.068, taking a motor vehicle without permission in the first

1 degree under RCW 9A.56.070, and taking a motor vehicle without
2 permission in the second degree under RCW 9A.56.075.

3 (9) Whenever a juvenile offender is entitled to credit for time
4 spent in detention prior to a dispositional order, the dispositional
5 order shall specifically state the number of days of credit for time
6 served.

7 (10) Except as provided under subsection (3), (4), (5), or (6) of
8 this section, or option B of RCW 13.40.0357, or RCW 13.40.127, the
9 court shall not suspend or defer the imposition or the execution of
10 the disposition.

11 (11) In no case shall the term of confinement imposed by the
12 court at disposition exceed that to which an adult could be subjected
13 for the same offense.

14 **Sec. 39.** RCW 13.40.193 and 2020 c 18 s 10 are each amended to
15 read as follows:

16 (1) If a respondent is found to have been in possession of a
17 firearm in violation of RCW 9.41.040(2)(a)(~~(vi)~~) (vii), the court
18 shall impose a minimum disposition of ten days of confinement. If the
19 offender's standard range of disposition for the offense as indicated
20 in RCW 13.40.0357 is more than thirty days of confinement, the court
21 shall commit the offender to the department for the standard range
22 disposition. The offender shall not be released until the offender
23 has served a minimum of ten days in confinement.

24 (2)(a) If a respondent is found to have been in possession of a
25 firearm in violation of RCW 9.41.040, the disposition must include a
26 requirement that the respondent participate in a qualifying program
27 as described in (b) of this subsection, when available, unless the
28 court makes a written finding based on the outcome of the juvenile
29 court risk assessment that participation in a qualifying program
30 would not be appropriate.

31 (b) For purposes of this section, "qualifying program" means an
32 aggression replacement training program, a functional family therapy
33 program, or another program applicable to the juvenile firearm
34 offender population that has been identified as evidence-based or
35 research-based and cost-beneficial in the current list prepared at
36 the direction of the legislature by the Washington state institute
37 for public policy.

38 (3) If the court finds that the respondent or an accomplice was
39 armed with a firearm, the court shall determine the standard range

1 disposition for the offense pursuant to RCW 13.40.160. If the
2 offender or an accomplice was armed with a firearm when the offender
3 committed any felony other than possession of a machine gun or bump-
4 fire stock, possession of a stolen firearm, drive-by shooting, theft
5 of a firearm, unlawful possession of a firearm in the first and
6 second degree, or use of a machine gun or bump-fire stock in a
7 felony, the following periods of total confinement must be added to
8 the sentence: (a) Except for (b) of this subsection, for a class A
9 felony, six months; for a class B felony, four months; and for a
10 class C felony, two months; (b) for any violent offense as defined in
11 RCW 9.94A.030, committed by a respondent who is sixteen or seventeen
12 years old at the time of the offense, a period of twelve months. The
13 additional time shall be imposed regardless of the offense's juvenile
14 disposition offense category as designated in RCW 13.40.0357.

15 (4) (a) If the court finds that the respondent who is sixteen or
16 seventeen years old and committed the offense of robbery in the first
17 degree, drive-by shooting, rape of a child in the first degree,
18 burglary in the first degree, or any violent offense as defined in
19 RCW 9.94A.030 and was armed with a firearm, and the court finds that
20 the respondent's participation was related to membership in a
21 criminal street gang or advancing the benefit, aggrandizement, gain,
22 profit, or other advantage for a criminal street gang, a period of
23 three months total confinement must be added to the sentence. The
24 additional time must be imposed regardless of the offense's juvenile
25 disposition offense category as designated in RCW 13.40.0357 and must
26 be served consecutively with any other sentencing enhancement.

27 (b) For the purposes of this section, "criminal street gang"
28 means any ongoing organization, association, or group of three or
29 more persons, whether formal or informal, having a common name or
30 common identifying sign or symbol, having as one of its primary
31 activities the commission of criminal acts, and whose members or
32 associates individually or collectively engage in or have engaged in
33 a pattern of criminal street gang activity. This definition does not
34 apply to employees engaged in concerted activities for their mutual
35 aid and protection, or to the activities of labor and bona fide
36 nonprofit organizations or their members or agents.

37 (5) When a disposition under this section would effectuate a
38 manifest injustice, the court may impose another disposition. When a
39 judge finds a manifest injustice and imposes a disposition of
40 confinement exceeding thirty days, the court shall commit the

juvenile to a maximum term, and the provisions of RCW 13.40.030(2) shall be used to determine the range. When a judge finds a manifest injustice and imposes a disposition of confinement less than thirty days, the disposition shall be comprised of confinement or community supervision or both.

(6) Any term of confinement ordered pursuant to this section shall run consecutively to any term of confinement imposed in the same disposition for other offenses.

Sec. 40. RCW 13.40.265 and 2020 c 18 s 11 are each amended to read as follows:

(1) If a juvenile thirteen years of age or older is found by juvenile court to have committed an offense while armed with a firearm or an offense that is a violation of RCW 9.41.040(2)(a) (~~((vi))~~) (vii) or chapter 66.44, 69.41, 69.50, or 69.52 RCW, the court shall notify the department of licensing within twenty-four hours after entry of the judgment, unless the offense is the juvenile's first offense while armed with a firearm, first unlawful possession of a firearm offense, or first offense in violation of chapter 66.44, 69.41, 69.50, or 69.52 RCW.

(2) Except as otherwise provided in subsection (3) of this section, upon petition of a juvenile who has been found by the court to have committed an offense that is a violation of chapter 66.44, 69.41, 69.50, or 69.52 RCW, the court may at any time the court deems appropriate notify the department of licensing that the juvenile's driving privileges should be reinstated.

(3) If the offense is the juvenile's second or subsequent violation of chapter 66.44, 69.41, 69.50, or 69.52 RCW, the juvenile may not petition the court for reinstatement of the juvenile's privilege to drive revoked pursuant to RCW 46.20.265 until the date the juvenile turns seventeen or one year after the date judgment was entered, whichever is later.

Sec. 41. RCW 26.28.015 and 2021 c 215 s 141 are each amended to read as follows:

Notwithstanding any other provision of law, and except as provided under RCW (~~(7.105.105)~~) 7.105.100, all persons shall be deemed and taken to be of full age for the specific purposes hereafter enumerated at the age of eighteen years:

1 (1) To enter into any marriage contract without parental consent
2 if otherwise qualified by law;

3 (2) To execute a will for the disposition of both real and
4 personal property if otherwise qualified by law;

5 (3) To vote in any election if authorized by the Constitution and
6 otherwise qualified by law;

7 (4) To enter into any legal contractual obligation and to be
8 legally bound thereby to the full extent as any other adult person;

9 (5) To make decisions in regard to their own body and the body of
10 their lawful issue whether natural born to or adopted by such person
11 to the full extent allowed to any other adult person including but
12 not limited to consent to surgical operations;

13 (6) To sue and be sued on any action to the full extent as any
14 other adult person in any of the courts of this state, without the
15 necessity for a guardian ad litem.

16 **Sec. 42.** RCW 50.20.050 and 2021 c 251 s 3 and 2021 c 215 s 153
17 are each reenacted to read as follows:

18 (1) With respect to separations that occur on or after September
19 6, 2009, and for separations that occur before April 4, 2021:

20 (a) A claimant shall be disqualified from benefits beginning with
21 the first day of the calendar week in which the claimant left work
22 voluntarily without good cause and thereafter for seven calendar
23 weeks and until the claimant obtains bona fide work in employment
24 covered by this title and earned wages in that employment equal to
25 seven times the claimant's weekly benefit amount. Good cause reasons
26 to leave work are limited to reasons listed in (b) of this
27 subsection.

28 The disqualification shall continue if the work obtained is a
29 mere sham to qualify for benefits and is not bona fide work. In
30 determining whether work is of a bona fide nature, the commissioner
31 shall consider factors including but not limited to the following:

32 (i) The duration of the work;

33 (ii) The extent of direction and control by the employer over the
34 work; and

35 (iii) The level of skill required for the work in light of the
36 claimant's training and experience.

37 (b) A claimant has good cause and is not disqualified from
38 benefits under (a) of this subsection only under the following
39 circumstances:

1 (i) The claimant has left work to accept a bona fide offer of
2 bona fide work as described in (a) of this subsection;

3 (ii) The separation was necessary because of the illness or
4 disability of the claimant or the death, illness, or disability of a
5 member of the claimant's immediate family if:

6 (A) The claimant pursued all reasonable alternatives to preserve
7 the claimant's employment status by requesting a leave of absence, by
8 having promptly notified the employer of the reason for the absence,
9 and by having promptly requested reemployment when again able to
10 assume employment. These alternatives need not be pursued, however,
11 when they would have been a futile act, including those instances
12 when the futility of the act was a result of a recognized labor/
13 management dispatch system; and

14 (B) The claimant terminated the claimant's employment status, and
15 is not entitled to be reinstated to the same position or a comparable
16 or similar position;

17 (iii) The claimant: (A) Left work to relocate for the employment
18 of a spouse or domestic partner that is outside the existing labor
19 market area; and (B) remained employed as long as was reasonable
20 prior to the move;

21 (iv) The separation was necessary to protect the claimant or the
22 claimant's immediate family members from domestic violence, as
23 defined in RCW 7.105.010, or stalking, as defined in RCW 9A.46.110;

24 (v) The claimant's usual compensation was reduced by twenty-five
25 percent or more;

26 (vi) The claimant's usual hours were reduced by twenty-five
27 percent or more;

28 (vii) The claimant's worksite changed, such change caused a
29 material increase in distance or difficulty of travel, and, after the
30 change, the commute was greater than is customary for workers in the
31 claimant's job classification and labor market;

32 (viii) The claimant's worksite safety deteriorated, the claimant
33 reported such safety deterioration to the employer, and the employer
34 failed to correct the hazards within a reasonable period of time;

35 (ix) The claimant left work because of illegal activities in the
36 claimant's worksite, the claimant reported such activities to the
37 employer, and the employer failed to end such activities within a
38 reasonable period of time;

39 (x) The claimant's usual work was changed to work that violates
40 the claimant's religious convictions or sincere moral beliefs; or

1 (xi) The claimant left work to enter an apprenticeship program
2 approved by the Washington state apprenticeship training council.
3 Benefits are payable beginning Sunday of the week prior to the week
4 in which the claimant begins active participation in the
5 apprenticeship program.

6 (2) With respect to separations that occur on or after April 4,
7 2021:

8 (a) A claimant shall be disqualified from benefits beginning with
9 the first day of the calendar week in which the claimant has left
10 work voluntarily without good cause and thereafter for seven calendar
11 weeks and until the claimant has obtained bona fide work in
12 employment covered by this title and earned wages in that employment
13 equal to seven times the claimant's weekly benefit amount. Good cause
14 reasons to leave work are limited to reasons listed in (b) of this
15 subsection.

16 The disqualification shall continue if the work obtained is a
17 mere sham to qualify for benefits and is not bona fide work. In
18 determining whether work is of a bona fide nature, the commissioner
19 shall consider factors including but not limited to the following:

20 (i) The duration of the work;

21 (ii) The extent of direction and control by the employer over the
22 work; and

23 (iii) The level of skill required for the work in light of the
24 claimant's training and experience.

25 (b) A claimant has good cause and is not disqualified from
26 benefits under (a) of this subsection only under the following
27 circumstances:

28 (i) The claimant has left work to accept a bona fide offer of
29 bona fide work as described in (a) of this subsection;

30 (ii) The separation was necessary because of the illness or
31 disability of the claimant or the death, illness, or disability of a
32 member of the claimant's immediate family if:

33 (A) The claimant made reasonable efforts to preserve the
34 claimant's employment status by requesting a leave of absence, by
35 having promptly notified the employer of the reason for the absence,
36 and by having promptly requested reemployment when again able to
37 assume employment. These alternatives need not be pursued, however,
38 when they would have been a futile act, including those instances
39 when the futility of the act was a result of a recognized labor/
40 management dispatch system; and

1 (B) The claimant terminated the claimant's employment status, and
2 is not entitled to be reinstated to the same position or a comparable
3 or similar position;

4 (iii) The claimant: (A) Left work to relocate for the employment
5 of a spouse or domestic partner that is outside the existing labor
6 market area; and (B) remained employed as long as was reasonable
7 prior to the move;

8 (iv) The separation was necessary to protect the claimant or the
9 claimant's immediate family members from domestic violence, as
10 defined in RCW 7.105.010, or stalking, as defined in RCW 9A.46.110;

11 (v) The claimant's usual compensation was reduced by twenty-five
12 percent or more;

13 (vi) The claimant's usual hours were reduced by twenty-five
14 percent or more;

15 (vii) The claimant's worksite changed, such change caused a
16 material increase in distance or difficulty of travel, and, after the
17 change, the commute was greater than is customary for workers in the
18 individual's job classification and labor market;

19 (viii) The claimant's worksite safety deteriorated, the claimant
20 reported such safety deterioration to the employer, and the employer
21 failed to correct the hazards within a reasonable period of time;

22 (ix) The claimant left work because of illegal activities in the
23 claimant's worksite, the claimant reported such activities to the
24 employer, and the employer failed to end such activities within a
25 reasonable period of time;

26 (x) The claimant's usual work was changed to work that violates
27 the claimant's religious convictions or sincere moral beliefs;

28 (xi) The claimant left work to enter an apprenticeship program
29 approved by the Washington state apprenticeship training council.
30 Benefits are payable beginning Sunday of the week prior to the week
31 in which the claimant begins active participation in the
32 apprenticeship program; or

33 (xii) During a public health emergency:

34 (A) The claimant was unable to perform the claimant's work for
35 the employer from the claimant's home;

36 (B) The claimant is able to perform, available to perform, and
37 can actively seek suitable work which can be performed for an
38 employer from the claimant's home; and

39 (C) The claimant or another individual residing with the claimant
40 is at higher risk of severe illness or death from the disease that is

1 the subject of the public health emergency because the higher risk
2 individual:

3 (I) Was in an age category that is defined as high risk for the
4 disease that is the subject of the public health emergency by the
5 federal centers for disease control and prevention, the department of
6 health, or the equivalent agency in the state where the individual
7 resides; or

8 (II) Has an underlying health condition, verified as required by
9 the department by rule, that is identified as a risk factor for the
10 disease that is the subject of the public health emergency by the
11 federal centers for disease control and prevention, the department of
12 health, or the equivalent agency in the state where the individual
13 resides.

14 (3) With respect to claims that occur on or after July 4, 2021, a
15 claimant has good cause and is not disqualified from benefits under
16 subsection (2)(a) of this section under the following circumstances,
17 in addition to those listed under subsection (2)(b) of this section,
18 if, during a public health emergency, the claimant worked at a health
19 care facility as defined in RCW 9A.50.010, was directly involved in
20 the delivery of health services, and left work for the period of
21 quarantine consistent with the recommended guidance from the United
22 States centers for disease control and prevention or subject to the
23 direction of the state or local health jurisdiction because of
24 exposure to or contracting the disease that is the subject of the
25 declaration of the public health emergency.

26 (4) Notwithstanding subsection (1) of this section, a claimant
27 who was simultaneously employed in full-time employment and part-time
28 employment and is otherwise eligible for benefits from the loss of
29 the full-time employment shall not be disqualified from benefits
30 because the claimant:

31 (a) Voluntarily quit the part-time employment before the loss of
32 the full-time employment; and

33 (b) Did not have prior knowledge that the claimant would be
34 separated from full-time employment.

35 **Sec. 43.** RCW 70.02.230 and 2021 c 264 s 17 and 2021 c 263 s 6
36 are each reenacted to read as follows:

37 (1) The fact of admission to a provider for mental health
38 services and all information and records compiled, obtained, or
39 maintained in the course of providing mental health services to

1 either voluntary or involuntary recipients of services at public or
2 private agencies may not be disclosed except as provided in this
3 section, RCW 70.02.050, 71.05.445, 74.09.295, 70.02.210, 70.02.240,
4 70.02.250, 70.02.260, and 70.02.265, or pursuant to a valid
5 authorization under RCW 70.02.030.

6 (2) Information and records related to mental health services,
7 other than those obtained through treatment under chapter 71.34 RCW,
8 may be disclosed:

9 (a) In communications between qualified professional persons to
10 meet the requirements of chapter 71.05 RCW, including Indian health
11 care providers, in the provision of services or appropriate
12 referrals, or in the course of guardianship proceedings if provided
13 to a professional person:

14 (i) Employed by the facility;

15 (ii) Who has medical responsibility for the patient's care;

16 (iii) Who is a designated crisis responder;

17 (iv) Who is providing services under chapter 71.24 RCW;

18 (v) Who is employed by a state or local correctional facility
19 where the person is confined or supervised; or

20 (vi) Who is providing evaluation, treatment, or follow-up
21 services under chapter 10.77 RCW;

22 (b) When the communications regard the special needs of a patient
23 and the necessary circumstances giving rise to such needs and the
24 disclosure is made by a facility providing services to the operator
25 of a facility in which the patient resides or will reside;

26 (c)(i) When the person receiving services, or his or her
27 guardian, designates persons to whom information or records may be
28 released, or if the person is a minor, when his or her parents make
29 such a designation;

30 (ii) A public or private agency shall release to a person's next
31 of kin, attorney, personal representative, guardian, or conservator,
32 if any:

33 (A) The information that the person is presently a patient in the
34 facility or that the person is seriously physically ill;

35 (B) A statement evaluating the mental and physical condition of
36 the patient, and a statement of the probable duration of the
37 patient's confinement, if such information is requested by the next
38 of kin, attorney, personal representative, guardian, or conservator;
39 and

1 (iii) Other information requested by the next of kin or attorney
2 as may be necessary to decide whether or not proceedings should be
3 instituted to appoint a guardian or conservator;

4 (d)(i) To the courts, including tribal courts, as necessary to
5 the administration of chapter 71.05 RCW or to a court ordering an
6 evaluation or treatment under chapter 10.77 RCW solely for the
7 purpose of preventing the entry of any evaluation or treatment order
8 that is inconsistent with any order entered under chapter 71.05 RCW.

9 (ii) To a court or its designee in which a motion under chapter
10 10.77 RCW has been made for involuntary medication of a defendant for
11 the purpose of competency restoration.

12 (iii) Disclosure under this subsection is mandatory for the
13 purpose of the federal health insurance portability and
14 accountability act;

15 (e)(i) When a mental health professional or designated crisis
16 responder is requested by a representative of a law enforcement or
17 corrections agency, including a police officer, sheriff, community
18 corrections officer, a municipal attorney, or prosecuting attorney to
19 undertake an investigation or provide treatment under RCW 71.05.150,
20 10.31.110, or 71.05.153, the mental health professional or designated
21 crisis responder shall, if requested to do so, advise the
22 representative in writing of the results of the investigation
23 including a statement of reasons for the decision to detain or
24 release the person investigated. The written report must be submitted
25 within seventy-two hours of the completion of the investigation or
26 the request from the law enforcement or corrections representative,
27 whichever occurs later.

28 (ii) Disclosure under this subsection is mandatory for the
29 purposes of the federal health insurance portability and
30 accountability act;

31 (f) To the attorney of the detained person;

32 (g) To the prosecuting attorney as necessary to carry out the
33 responsibilities of the office under RCW 71.05.330(2),
34 71.05.340(1)(b), and 71.05.335. The prosecutor must be provided
35 access to records regarding the committed person's treatment and
36 prognosis, medication, behavior problems, and other records relevant
37 to the issue of whether treatment less restrictive than inpatient
38 treatment is in the best interest of the committed person or others.
39 Information must be disclosed only after giving notice to the
40 committed person and the person's counsel;

1 (h)(i) To appropriate law enforcement agencies and to a person,
2 when the identity of the person is known to the public or private
3 agency, whose health and safety has been threatened, or who is known
4 to have been repeatedly harassed, by the patient. The person may
5 designate a representative to receive the disclosure. The disclosure
6 must be made by the professional person in charge of the public or
7 private agency or his or her designee and must include the dates of
8 commitment, admission, discharge, or release, authorized or
9 unauthorized absence from the agency's facility, and only any other
10 information that is pertinent to the threat or harassment. The agency
11 or its employees are not civilly liable for the decision to disclose
12 or not, so long as the decision was reached in good faith and without
13 gross negligence.

14 (ii) Disclosure under this subsection is mandatory for the
15 purposes of the federal health insurance portability and
16 accountability act;

17 (i)(i) To appropriate corrections and law enforcement agencies
18 all necessary and relevant information in the event of a crisis or
19 emergent situation that poses a significant and imminent risk to the
20 public. The mental health service agency or its employees are not
21 civilly liable for the decision to disclose or not so long as the
22 decision was reached in good faith and without gross negligence.

23 (ii) Disclosure under this subsection is mandatory for the
24 purposes of the health insurance portability and accountability act;

25 (j) To the persons designated in RCW 71.05.425 for the purposes
26 described in those sections;

27 (k) By a care coordinator under RCW 71.05.585 or 10.77.175
28 assigned to a person ordered to receive less restrictive alternative
29 treatment for the purpose of sharing information to parties necessary
30 for the implementation of proceedings under chapter 71.05 or 10.77
31 RCW;

32 (l) Upon the death of a person. The person's next of kin,
33 personal representative, guardian, or conservator, if any, must be
34 notified. Next of kin who are of legal age and competent must be
35 notified under this section in the following order: Spouse, parents,
36 children, brothers and sisters, and other relatives according to the
37 degree of relation. Access to all records and information compiled,
38 obtained, or maintained in the course of providing services to a
39 deceased patient are governed by RCW 70.02.140;

1 (m) To mark headstones or otherwise memorialize patients interred
2 at state hospital cemeteries. The department of social and health
3 services shall make available the name, date of birth, and date of
4 death of patients buried in state hospital cemeteries fifty years
5 after the death of a patient;

6 (n) To law enforcement officers and to prosecuting attorneys as
7 are necessary to enforce RCW 9.41.040(2)(a)(~~(iv)~~) (v). The extent
8 of information that may be released is limited as follows:

9 (i) Only the fact, place, and date of involuntary commitment, an
10 official copy of any order or orders of commitment, and an official
11 copy of any written or oral notice of ineligibility to possess a
12 firearm that was provided to the person pursuant to RCW 9.41.047(1),
13 must be disclosed upon request;

14 (ii) The law enforcement and prosecuting attorneys may only
15 release the information obtained to the person's attorney as required
16 by court rule and to a jury or judge, if a jury is waived, that
17 presides over any trial at which the person is charged with violating
18 RCW 9.41.040(2)(a)(~~(iv)~~) (v);

19 (iii) Disclosure under this subsection is mandatory for the
20 purposes of the federal health insurance portability and
21 accountability act;

22 (o) When a patient would otherwise be subject to the provisions
23 of this section and disclosure is necessary for the protection of the
24 patient or others due to his or her unauthorized disappearance from
25 the facility, and his or her whereabouts is unknown, notice of the
26 disappearance, along with relevant information, may be made to
27 relatives, the department of corrections when the person is under the
28 supervision of the department, and governmental law enforcement
29 agencies designated by the physician or psychiatric advanced
30 registered nurse practitioner in charge of the patient or the
31 professional person in charge of the facility, or his or her
32 professional designee;

33 (p) Pursuant to lawful order of a court, including a tribal
34 court;

35 (q) To qualified staff members of the department, to the
36 authority, to behavioral health administrative services
37 organizations, to managed care organizations, to resource management
38 services responsible for serving a patient, or to service providers
39 designated by resource management services as necessary to determine
40 the progress and adequacy of treatment and to determine whether the

1 person should be transferred to a less restrictive or more
2 appropriate treatment modality or facility;

3 (r) Within the mental health service agency or Indian health care
4 provider facility where the patient is receiving treatment,
5 confidential information may be disclosed to persons employed,
6 serving in bona fide training programs, or participating in
7 supervised volunteer programs, at the facility when it is necessary
8 to perform their duties;

9 (s) Within the department and the authority as necessary to
10 coordinate treatment for mental illness, developmental disabilities,
11 or substance use disorder of persons who are under the supervision of
12 the department;

13 (t) Between the department of social and health services, the
14 department of children, youth, and families, and the health care
15 authority as necessary to coordinate treatment for mental illness,
16 developmental disabilities, or substance use disorder of persons who
17 are under the supervision of the department of social and health
18 services or the department of children, youth, and families;

19 (u) To a licensed physician or psychiatric advanced registered
20 nurse practitioner who has determined that the life or health of the
21 person is in danger and that treatment without the information and
22 records related to mental health services could be injurious to the
23 patient's health. Disclosure must be limited to the portions of the
24 records necessary to meet the medical emergency;

25 (v)(i) Consistent with the requirements of the federal health
26 insurance portability and accountability act, to:

27 (A) A health care provider, including an Indian health care
28 provider, who is providing care to a patient, or to whom a patient
29 has been referred for evaluation or treatment; or

30 (B) Any other person who is working in a care coordinator role
31 for a health care facility, health care provider, or Indian health
32 care provider, or is under an agreement pursuant to the federal
33 health insurance portability and accountability act with a health
34 care facility or a health care provider and requires the information
35 and records to assure coordinated care and treatment of that patient.

36 (ii) A person authorized to use or disclose information and
37 records related to mental health services under this subsection
38 (2)(v) must take appropriate steps to protect the information and
39 records relating to mental health services.

1 (iii) Psychotherapy notes may not be released without
2 authorization of the patient who is the subject of the request for
3 release of information;

4 (w) To administrative and office support staff designated to
5 obtain medical records for those licensed professionals listed in (v)
6 of this subsection;

7 (x) To a facility that is to receive a person who is
8 involuntarily committed under chapter 71.05 RCW, or upon transfer of
9 the person from one evaluation and treatment facility to another. The
10 release of records under this subsection is limited to the
11 information and records related to mental health services required by
12 law, a record or summary of all somatic treatments, and a discharge
13 summary. The discharge summary may include a statement of the
14 patient's problem, the treatment goals, the type of treatment which
15 has been provided, and recommendation for future treatment, but may
16 not include the patient's complete treatment record;

17 (y) To the person's counsel or guardian ad litem, without
18 modification, at any time in order to prepare for involuntary
19 commitment or recommitment proceedings, reexaminations, appeals, or
20 other actions relating to detention, admission, commitment, or
21 patient's rights under chapter 71.05 RCW;

22 (z) To staff members of the protection and advocacy agency or to
23 staff members of a private, nonprofit corporation for the purpose of
24 protecting and advocating the rights of persons with mental disorders
25 or developmental disabilities. Resource management services may limit
26 the release of information to the name, birthdate, and county of
27 residence of the patient, information regarding whether the patient
28 was voluntarily admitted, or involuntarily committed, the date and
29 place of admission, placement, or commitment, the name and address of
30 a guardian of the patient, and the date and place of the guardian's
31 appointment. Any staff member who wishes to obtain additional
32 information must notify the patient's resource management services in
33 writing of the request and of the resource management services' right
34 to object. The staff member shall send the notice by mail to the
35 guardian's address. If the guardian does not object in writing within
36 fifteen days after the notice is mailed, the staff member may obtain
37 the additional information. If the guardian objects in writing within
38 fifteen days after the notice is mailed, the staff member may not
39 obtain the additional information;

1 (aa) To all current treating providers, including Indian health
2 care providers, of the patient with prescriptive authority who have
3 written a prescription for the patient within the last twelve months.
4 For purposes of coordinating health care, the department or the
5 authority may release without written authorization of the patient,
6 information acquired for billing and collection purposes as described
7 in RCW 70.02.050(1)(d). The department, or the authority, if
8 applicable, shall notify the patient that billing and collection
9 information has been released to named providers, and provide the
10 substance of the information released and the dates of such release.
11 Neither the department nor the authority may release counseling,
12 inpatient psychiatric hospitalization, or drug and alcohol treatment
13 information without a signed written release from the client;

14 (bb)(i) To the secretary of social and health services and the
15 director of the health care authority for either program evaluation
16 or research, or both so long as the secretary or director, where
17 applicable, adopts rules for the conduct of the evaluation or
18 research, or both. Such rules must include, but need not be limited
19 to, the requirement that all evaluators and researchers sign an oath
20 of confidentiality substantially as follows:

21 "As a condition of conducting evaluation or research concerning
22 persons who have received services from (fill in the facility,
23 agency, or person) I,, agree not to divulge, publish, or
24 otherwise make known to unauthorized persons or the public any
25 information obtained in the course of such evaluation or research
26 regarding persons who have received services such that the person who
27 received such services is identifiable.

28 I recognize that unauthorized release of confidential information
29 may subject me to civil liability under the provisions of state law.

30 /s/"

31 (ii) Nothing in this chapter may be construed to prohibit the
32 compilation and publication of statistical data for use by government
33 or researchers under standards, including standards to assure
34 maintenance of confidentiality, set forth by the secretary, or
35 director, where applicable;

36 (cc) To any person if the conditions in RCW 70.02.205 are met;

37 (dd) To the secretary of health for the purposes of the maternal
38 mortality review panel established in RCW 70.54.450; or

1 (ee) To a tribe or Indian health care provider to carry out the
2 requirements of RCW 71.05.150(6).

3 (3) Whenever federal law or federal regulations restrict the
4 release of information contained in the information and records
5 related to mental health services of any patient who receives
6 treatment for a substance use disorder, the department or the
7 authority may restrict the release of the information as necessary to
8 comply with federal law and regulations.

9 (4) Civil liability and immunity for the release of information
10 about a particular person who is committed to the department of
11 social and health services or the authority under RCW 71.05.280(3)
12 and 71.05.320(4)(c) after dismissal of a sex offense as defined in
13 RCW 9.94A.030, is governed by RCW 4.24.550.

14 (5) The fact of admission to a provider of mental health
15 services, as well as all records, files, evidence, findings, or
16 orders made, prepared, collected, or maintained pursuant to chapter
17 71.05 RCW are not admissible as evidence in any legal proceeding
18 outside that chapter without the written authorization of the person
19 who was the subject of the proceeding except as provided in RCW
20 70.02.260, in a subsequent criminal prosecution of a person committed
21 pursuant to RCW 71.05.280(3) or 71.05.320(4)(c) on charges that were
22 dismissed pursuant to chapter 10.77 RCW due to incompetency to stand
23 trial, in a civil commitment proceeding pursuant to chapter 71.09
24 RCW, or, in the case of a minor, a guardianship or dependency
25 proceeding. The records and files maintained in any court proceeding
26 pursuant to chapter 71.05 RCW must be confidential and available
27 subsequent to such proceedings only to the person who was the subject
28 of the proceeding or his or her attorney. In addition, the court may
29 order the subsequent release or use of such records or files only
30 upon good cause shown if the court finds that appropriate safeguards
31 for strict confidentiality are and will be maintained.

32 (6)(a) Except as provided in RCW 4.24.550, any person may bring
33 an action against an individual who has willfully released
34 confidential information or records concerning him or her in
35 violation of the provisions of this section, for the greater of the
36 following amounts:

37 (i) One thousand dollars; or

38 (ii) Three times the amount of actual damages sustained, if any.

1 (b) It is not a prerequisite to recovery under this subsection
2 that the plaintiff suffered or was threatened with special, as
3 contrasted with general, damages.

4 (c) Any person may bring an action to enjoin the release of
5 confidential information or records concerning him or her or his or
6 her ward, in violation of the provisions of this section, and may in
7 the same action seek damages as provided in this subsection.

8 (d) The court may award to the plaintiff, should he or she
9 prevail in any action authorized by this subsection, reasonable
10 attorney fees in addition to those otherwise provided by law.

11 (e) If an action is brought under this subsection, no action may
12 be brought under RCW 70.02.170.

13 **Sec. 44.** RCW 70.02.240 and 2021 c 264 s 18 and 2021 c 263 s 7
14 are each reenacted and amended to read as follows:

15 The fact of admission and all information and records related to
16 mental health services obtained through inpatient or outpatient
17 treatment of a minor under chapter 71.34 RCW must be kept
18 confidential, except as authorized by this section or under RCW
19 70.02.050, 70.02.210, 70.02.230, 70.02.250, 70.02.260, and 70.02.265.
20 Confidential information under this section may be disclosed only:

21 (1) In communications between mental health professionals to meet
22 the requirements of chapter 71.34 RCW, in the provision of services
23 to the minor, or in making appropriate referrals;

24 (2) In the course of guardianship or dependency proceedings;

25 (3) To the minor, the minor's parent, including those acting as a
26 parent as defined in RCW 71.34.020 for purposes of family-initiated
27 treatment, and the minor's attorney, subject to RCW 13.50.100;

28 (4) To the courts as necessary to administer chapter 71.34 RCW;

29 (5) By a care coordinator under RCW 71.34.755 or 10.77.175
30 assigned to a person ordered to receive less restrictive alternative
31 treatment for the purpose of sharing information to parties necessary
32 for the implementation of proceedings under chapter 71.34 or 10.77
33 RCW;

34 (6) By a care coordinator under RCW 71.34.755 assigned to a
35 person ordered to receive less restrictive alternative treatment for
36 the purpose of sharing information to parties necessary for the
37 implementation of proceedings under chapter 71.34 RCW;

38 (7) To law enforcement officers or public health officers as
39 necessary to carry out the responsibilities of their office. However,

1 only the fact and date of admission, and the date of discharge, the
2 name and address of the treatment provider, if any, and the last
3 known address must be disclosed upon request;

4 (8) To law enforcement officers, public health officers,
5 relatives, and other governmental law enforcement agencies, if a
6 minor has escaped from custody, disappeared from an evaluation and
7 treatment facility, violated conditions of a less restrictive
8 treatment order, or failed to return from an authorized leave, and
9 then only such information as may be necessary to provide for public
10 safety or to assist in the apprehension of the minor. The officers
11 are obligated to keep the information confidential in accordance with
12 this chapter;

13 (9) To the secretary of social and health services and the
14 director of the health care authority for assistance in data
15 collection and program evaluation or research so long as the
16 secretary or director, where applicable, adopts rules for the conduct
17 of such evaluation and research. The rules must include, but need not
18 be limited to, the requirement that all evaluators and researchers
19 sign an oath of confidentiality substantially as follows:

20 "As a condition of conducting evaluation or research concerning
21 persons who have received services from (fill in the facility,
22 agency, or person) I,, agree not to divulge, publish, or
23 otherwise make known to unauthorized persons or the public any
24 information obtained in the course of such evaluation or research
25 regarding minors who have received services in a manner such that the
26 minor is identifiable.

27 I recognize that unauthorized release of confidential information
28 may subject me to civil liability under state law.

29 /s/";

30 (10) To appropriate law enforcement agencies, upon request, all
31 necessary and relevant information in the event of a crisis or
32 emergent situation that poses a significant and imminent risk to the
33 public. The mental health service agency or its employees are not
34 civilly liable for the decision to disclose or not, so long as the
35 decision was reached in good faith and without gross negligence;

36 (11) To appropriate law enforcement agencies and to a person,
37 when the identity of the person is known to the public or private
38 agency, whose health and safety has been threatened, or who is known
39 to have been repeatedly harassed, by the patient. The person may

1 designate a representative to receive the disclosure. The disclosure
2 must be made by the professional person in charge of the public or
3 private agency or his or her designee and must include the dates of
4 admission, discharge, authorized or unauthorized absence from the
5 agency's facility, and only any other information that is pertinent
6 to the threat or harassment. The agency or its employees are not
7 civilly liable for the decision to disclose or not, so long as the
8 decision was reached in good faith and without gross negligence;

9 (12) To a minor's next of kin, attorney, guardian, or
10 conservator, if any, the information that the minor is presently in
11 the facility or that the minor is seriously physically ill and a
12 statement evaluating the mental and physical condition of the minor
13 as well as a statement of the probable duration of the minor's
14 confinement;

15 (13) Upon the death of a minor, to the minor's next of kin;

16 (14) To a facility in which the minor resides or will reside;

17 (15) To law enforcement officers and to prosecuting attorneys as
18 are necessary to enforce RCW 9.41.040(2)(a)(~~(iv)~~) (v). The extent
19 of information that may be released is limited as follows:

20 (a) Only the fact, place, and date of involuntary commitment, an
21 official copy of any order or orders of commitment, and an official
22 copy of any written or oral notice of ineligibility to possess a
23 firearm that was provided to the person pursuant to RCW 9.41.047(1),
24 must be disclosed upon request;

25 (b) The law enforcement and prosecuting attorneys may only
26 release the information obtained to the person's attorney as required
27 by court rule and to a jury or judge, if a jury is waived, that
28 presides over any trial at which the person is charged with violating
29 RCW 9.41.040(2)(a)(~~(iv)~~) (v);

30 (c) Disclosure under this subsection is mandatory for the
31 purposes of the federal health insurance portability and
32 accountability act;

33 (16) This section may not be construed to prohibit the
34 compilation and publication of statistical data for use by government
35 or researchers under standards, including standards to assure
36 maintenance of confidentiality, set forth by the director of the
37 health care authority or the secretary of the department of social
38 and health services, where applicable. The fact of admission and all
39 information obtained pursuant to chapter 71.34 RCW are not admissible
40 as evidence in any legal proceeding outside chapter 71.34 RCW, except

guardianship or dependency, without the written consent of the minor or the minor's parent;

(17) For the purpose of a correctional facility participating in the postinstitutional medical assistance system supporting the expedited medical determinations and medical suspensions as provided in RCW 74.09.555 and 74.09.295;

(18) Pursuant to a lawful order of a court.

NEW SECTION. **Sec. 45.** The following acts or parts of acts are each repealed:

(1) RCW 7.105.055 (Jurisdiction—Stalking protection orders) and 2021 c 215 s 5;

(2) RCW 7.105.060 (Jurisdiction—Antiharassment protection orders) and 2021 c 215 s 6;

(3) RCW 7.105.170 (Vulnerable adult protection orders—Service when vulnerable adult is not the petitioner) and 2021 c 215 s 22; and

(4) RCW 7.105.901 (Recommendations on jurisdiction over protection order proceedings—Report) and 2021 c 215 s 12.

NEW SECTION. **Sec. 46.** If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected.

Sec. 47. 2021 c 215 s 87 (uncodified) is amended to read as follows:

(1) Except for sections 12, 16, 18, 19, 21, 24, 25, 34, and 36 of this act, this act takes effect July 1, 2022.

(2) Sections 19, 21, 24, and 34, chapter 215, Laws of 2021 take effect the effective date of this section.

NEW SECTION. **Sec. 48.** Section 36 of this act expires July 1, 2023.

NEW SECTION. **Sec. 49.** (1) Except for sections 9 through 14, 37, and 47 of this act, this act takes effect July 1, 2022.

(2) Section 37 of this act takes effect July 1, 2023.

(3) Sections 9 through 14 and 47 of this act are necessary for the immediate preservation of the public peace, health, or safety, or

1 support of the state government and its existing public institutions,
2 and take effect immediately.

Passed by the House March 8, 2022.

Passed by the Senate March 3, 2022.

Approved by the Governor March 31, 2022.

Filed in Office of Secretary of State April 1, 2022.

--- END ---

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

3F

SUBJECT: Ordinance No. 5456
adding Sections 9A.44.130 and 9A.44.140 of
the Bremerton Municipal Code entitled
“Interference with a health care facility” and
“Penalty,” respectively.

Study Session Date:	<u>September 14, 2022</u>
COUNCIL MEETING Date:	<u>September 21, 2022</u>
Department:	<u>Legal</u>
Presenter:	<u>Gary Hersey</u>
Phone:	<u>(360) 473-2345</u>

SUMMARY: The City Council desires to add provisions to the Bremerton Municipal Code relating to protecting access to health care facilities in order to allow local prosecution of existing state laws.

ATTACHMENTS: 1) Ordinance No. 5456; 2) Engrossed Substitute House Bill 1338

FISCAL IMPACTS (Include Budgeted Amount): None

STUDY SESSION AGENDA: ☒ Limited Presentation ☐ Full Presentation

STUDY SESSION ACTION: ☒ Consent Agenda ☐ General Business ☐ Public Hearing

RECOMMENDED MOTION:

Move to approve Ordinance No. 5456 amending Sections 9A.44.130 and 9A.44.140 of the Bremerton Municipal Code entitled “Interference with a health care facility” and “Penalty,” respectively, to bring Chapter 9A.44 of the Bremerton Municipal Code into compliance with updated state laws.

COUNCIL ACTION: ☐ Approve ☐ Deny ☐ Table ☐ Continue ☐ No Action

ORDINANCE NO. 5456

AN ORDINANCE of the City Council of the City of Bremerton, Washington, adding Section 9A.44.130 of the Bremerton Municipal Code entitled “Interference with a health care facility” and adding Section 9A.44.140 of the Bremerton Municipal Code entitled “Penalty.”

WHEREAS, the City Council desires to update or revise provisions relating to health care facilities in order to bring Chapter 9A.44 of the Bremerton Municipal Code into compliance with updated state laws; NOW THEREFORE,

THE CITY COUNCIL OF THE CITY OF BREMERTON, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Section 9A.44.130 of the Bremerton Municipal Code entitled “Interference with a health care facility” is hereby added to read as follows:

9A.44.130 INTERFERENCE WITH A HEALTH CARE FACILITY.
RCW 9A.50.010 and 9A.50.020 are adopted by reference as currently enacted and as hereinafter amended from time to time, and shall be given the same force and effect as if set forth herein in full.

SECTION 2. Section 9A.44.140 of the Bremerton Municipal Code entitled “Penalty” is hereby added to read as follows:

9A.44.140 PENALTY.
RCW 9A.50.030 is adopted by reference as currently enacted and as hereinafter amended from time to time, and shall be given the same force and effect as if set forth herein in full.

SECTION 3. Corrections. The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener, clerical, typographical, and spelling errors, references, ordinance numbering, section/subsection numbers and any references thereto.

SECTION 4. Severability. If any one or more sections, subsections, or sentences of this ordinance are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

SECTION 5. Effective Date. This ordinance shall take effect and be in force ten (10) days from and after its passage, approval and publication as provided by law.

PASSED by the City Council the _____ day of _____, 20__.

MICHAEL GOODNOW, Council President

Approved this _____ day of _____, 20__.

GREG WHEELER, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGELA HOOVER, City Clerk

KYLIE J. FINNELL, City Attorney

PUBLISHED the _____ day of _____, 20__.
EFFECTIVE the _____ day of _____, 20__.
ORDINANCE NO. _____.

R:\Legal\Legal\Ordinances\Legal\2022.09.06 Ordinance - BMC 9A.44.130 & BMC 9A.44.140 (Healthcare Facilities).docx

CERTIFICATION OF ENROLLMENT
ENGROSSED SUBSTITUTE HOUSE BILL 1338

Chapter 128, Laws of 1993

53rd Legislature
1993 Regular Session

INTERFERENCE WITH HEALTH CARE FACILITIES, PROVIDERS,
AND DELIVERY PROHIBITED

EFFECTIVE DATE: 4/26/93

Passed by the House April 19, 1993
Yeas 84 Nays 14

BRIAN EBERSOLE
Speaker of the
House of Representatives

Passed by the Senate April 8, 1993
Yeas 33 Nays 13

JOEL PRITCHARD
President of the Senate

Approved April 26, 1993

MIKE LOWRY
Governor of the State of Washington

CERTIFICATE

I, Alan Thompson, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **ENGROSSED SUBSTITUTE HOUSE BILL 1338** as passed by the House of Representatives and the Senate on the dates hereon set forth.

ALAN THOMPSON
Chief Clerk

FILED

April 26, 1993 - 2:15 p.m.

Secretary of State
State of Washington

ENGROSSED SUBSTITUTE HOUSE BILL 1338

AS AMENDED BY THE SENATE

Passed Legislature - 1993 Regular Session

State of Washington

53rd Legislature

1993 Regular Session

By House Committee on Judiciary (originally sponsored by Representatives Thibaudeau, Appelwick, Ballasiotes, H. Myers, Flemming, Dyer, Eide, Cooke, Zellinsky, Johanson, Romero, Forner, Reams, Rust, Schmidt, Riley, Dunshee, Brough, Ogden, J. Kohl, Locke, Anderson, Ludwig, Edmondson, Horn, Heavey, Cothorn, R. Johnson, King, Veloria, Rayburn, Bray, Orr, Pruitt, Karahalios, Lemmon, Carlson, Kessler, Wolfe, R. Fisher, Hansen, Jacobsen, Morris, Quall, Franklin, L. Johnson, Leonard, Jones, Valle, G. Cole, Holm, Wang, Grant, Dorn, Sheldon, Sommers, Miller, Finkbeiner, Brown, Scott, Roland, Shin, R. Meyers, Springer, Basich, Campbell, Wood, Long, Wineberry and Dellwo)

Read first time 02/25/93.

1 AN ACT Relating to prohibiting interference with access to health
2 care, health care providers, and health care service delivery; amending
3 RCW 10.31.100 and 10.97.070; adding a new chapter to Title 9A RCW;
4 creating a new section; prescribing penalties; and declaring an
5 emergency.

6 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

7 NEW SECTION. **Sec. 1.** The legislature finds that seeking or
8 obtaining health care is fundamental to public health and safety.

9 NEW SECTION. **Sec. 2.** Unless the context clearly requires
10 otherwise, the definitions in this section apply throughout this
11 chapter.

12 (1) "Health care facility" means a facility that provides health
13 care services directly to patients, including but not limited to, a
14 hospital, clinic, health care provider's office, health maintenance
15 organization, diagnostic or treatment center, neuropsychiatric or
16 mental health facility, hospice, or nursing home.

17 (2) "Health care provider" has the same meaning as defined in RCW
18 7.70.020 (1) and (2), and also means an officer, director, employee, or

1 agent of a health care facility who sues or testifies regarding matters
2 within the scope of his or her employment.

3 (3) "Aggrieved" means:

4 (a) A person, physically present at the health care facility when
5 the prohibited actions occur, whose access is or is about to be
6 obstructed or impeded;

7 (b) A person, physically present at the health care facility when
8 the prohibited actions occur, whose care is or is about to be
9 disrupted;

10 (c) The health care facility, its employees, or agents;

11 (d) The owner of the health care facility or the building or
12 property upon which the health care facility is located.

13 NEW SECTION. **Sec. 3.** It is unlawful for a person except as
14 otherwise protected by state or federal law, alone or in concert with
15 others, to willfully or recklessly interfere with access to or from a
16 health care facility or willfully or recklessly disrupt the normal
17 functioning of such facility by:

18 (1) Physically obstructing or impeding the free passage of a person
19 seeking to enter or depart from the facility or from the common areas
20 of the real property upon which the facility is located;

21 (2) Making noise that unreasonably disturbs the peace within the
22 facility;

23 (3) Trespassing on the facility or the common areas of the real
24 property upon which the facility is located;

25 (4) Telephoning the facility repeatedly, or knowingly permitting
26 any telephone under his or her control to be used for such purpose; or

27 (5) Threatening to inflict injury on the owners, agents, patients,
28 employees, or property of the facility or knowingly permitting any
29 telephone under his or her control to be used for such purpose.

30 NEW SECTION. **Sec. 4.** A violation of section 3 of this act is a
31 gross misdemeanor. A person convicted of violating section 3 of this
32 act shall be punished as follows:

33 (1) For a first offense, a fine of not less than two hundred fifty
34 dollars and a jail term of not less than twenty-four consecutive hours;

35 (2) For a second offense, a fine of not less than five hundred
36 dollars and a jail term of not less than seven consecutive days; and

1 (3) For a third or subsequent offense, a fine of not less than one
2 thousand dollars and a jail term of not less than thirty consecutive
3 days.

4 **Sec. 5.** RCW 10.31.100 and 1988 c 190 s 1 are each amended to read
5 as follows:

6 A police officer having probable cause to believe that a person has
7 committed or is committing a felony shall have the authority to arrest
8 the person without a warrant. A police officer may arrest a person
9 without a warrant for committing a misdemeanor or gross misdemeanor
10 only when the offense is committed in the presence of the officer,
11 except as provided in subsections (1) through ~~((+8+))~~ (9) of this
12 section.

13 (1) Any police officer having probable cause to believe that a
14 person has committed or is committing a misdemeanor or gross
15 misdemeanor, involving physical harm or threats of harm to any person
16 or property or the unlawful taking of property or involving the use or
17 possession of cannabis, or involving the acquisition, possession, or
18 consumption of alcohol by a person under the age of twenty-one years
19 under RCW 66.44.270 shall have the authority to arrest the person.

20 (2) A police officer shall arrest and take into custody, pending
21 release on bail, personal recognizance, or court order, a person
22 without a warrant when the officer has probable cause to believe that:

23 (a) An order has been issued of which the person has knowledge
24 under RCW 10.99.040(2), 10.99.050, 26.09.060, 26.44.063, chapter 26.26
25 RCW, or chapter 26.50 RCW restraining the person and the person has
26 violated the terms of the order restraining the person from acts or
27 threats of violence or excluding the person from a residence or, in the
28 case of an order issued under RCW 26.44.063, imposing any other
29 restrictions or conditions upon the person; or

30 (b) The person is eighteen years or older and within the preceding
31 four hours has assaulted that person's spouse, former spouse, or a
32 person eighteen years or older with whom the person resides or has
33 formerly resided and the officer believes: (i) A felonious assault
34 has occurred; (ii) an assault has occurred which has resulted in bodily
35 injury to the victim, whether the injury is observable by the
36 responding officer or not; or (iii) that any physical action has
37 occurred which was intended to cause another person reasonably to fear
38 imminent serious bodily injury or death. Bodily injury means physical

1 pain, illness, or an impairment of physical condition. When the
2 officer has probable cause to believe that spouses, former spouses, or
3 other persons who reside together or formerly resided together have
4 assaulted each other, the officer is not required to arrest both
5 persons. The officer shall arrest the person whom the officer believes
6 to be the primary physical aggressor. In making this determination,
7 the officer shall make every reasonable effort to consider: (i) The
8 intent to protect victims of domestic violence under RCW 10.99.010;
9 (ii) the comparative extent of injuries inflicted or serious threats
10 creating fear of physical injury; and (iii) the history of domestic
11 violence between the persons involved.

12 (3) Any police officer having probable cause to believe that a
13 person has committed or is committing a violation of any of the
14 following traffic laws shall have the authority to arrest the person:

15 (a) RCW 46.52.010, relating to duty on striking an unattended car
16 or other property;

17 (b) RCW 46.52.020, relating to duty in case of injury to or death
18 of a person or damage to an attended vehicle;

19 (c) RCW 46.61.500 or 46.61.530, relating to reckless driving or
20 racing of vehicles;

21 (d) RCW 46.61.502 or 46.61.504, relating to persons under the
22 influence of intoxicating liquor or drugs;

23 (e) RCW 46.20.342, relating to driving a motor vehicle while
24 operator's license is suspended or revoked;

25 (f) RCW 46.61.525, relating to operating a motor vehicle in a
26 negligent manner.

27 (4) A law enforcement officer investigating at the scene of a motor
28 vehicle accident may arrest the driver of a motor vehicle involved in
29 the accident if the officer has probable cause to believe that the
30 driver has committed in connection with the accident a violation of any
31 traffic law or regulation.

32 (5) Any police officer having probable cause to believe that a
33 person has committed or is committing a violation of RCW 88.12.100
34 shall have the authority to arrest the person.

35 (6) An officer may act upon the request of a law enforcement
36 officer in whose presence a traffic infraction was committed, to stop,
37 detain, arrest, or issue a notice of traffic infraction to the driver
38 who is believed to have committed the infraction. The request by the

1 witnessing officer shall give an officer the authority to take
2 appropriate action under the laws of the state of Washington.

3 (7) Any police officer having probable cause to believe that a
4 person has committed or is committing any act of indecent exposure, as
5 defined in RCW 9A.88.010, may arrest the person.

6 (8) A police officer may arrest and take into custody, pending
7 release on bail, personal recognizance, or court order, a person
8 without a warrant when the officer has probable cause to believe that
9 an order has been issued of which the person has knowledge under
10 chapter 10.14 RCW and the person has violated the terms of that order.

11 (9) Any police officer having probable cause to believe that a
12 person has, within twenty-four hours of the alleged violation,
13 committed a violation of section 3 of this act may arrest such person.

14 (10) Except as specifically provided in subsections (2), (3), (4),
15 and (6) of this section, nothing in this section extends or otherwise
16 affects the powers of arrest prescribed in Title 46 RCW.

17 (~~((10))~~) (11) No police officer may be held criminally or civilly
18 liable for making an arrest pursuant to RCW 10.31.100(2) or (8) if the
19 police officer acts in good faith and without malice.

20 NEW SECTION. **Sec. 6.** (1) A person or health care facility
21 aggrieved by the actions prohibited by section 3 of this act may seek
22 civil damages from those who committed the prohibited acts and those
23 acting in concert with them. A plaintiff in an action brought under
24 this chapter shall not recover more than his or her actual damages and
25 additional sums authorized in section 7 of this act. Once a plaintiff
26 recovers his or her actual damages and any additional sums authorized
27 under this chapter, additional damages shall not be recovered. A
28 person does not have to be criminally convicted of violating section 3
29 of this act to be held civilly liable under this section. It is not
30 necessary to prove actual damages to recover the additional sums
31 authorized under section 7 of this act, costs, and attorneys' fees.
32 The prevailing party is entitled to recover costs and attorneys' fees.

33 (2) The superior courts of this state shall have authority to grant
34 temporary, preliminary, and permanent injunctive relief to enjoin
35 violations of this chapter.

36 In appropriate circumstances, any superior court having personal
37 jurisdiction over one or more defendants may issue injunctive relief
38 that shall have binding effect on the original defendants and persons

1 acting in concert with the original defendants, in any county in the
2 state.

3 Due to the nature of the harm involved, injunctive relief may be
4 issued without bond in the discretion of the court, notwithstanding any
5 other requirement imposed by statute.

6 The state and its political subdivisions shall cooperate in the
7 enforcement of court injunctions that seek to protect against acts
8 prohibited by this chapter.

9 NEW SECTION. **Sec. 7.** In a civil action brought under this
10 chapter, an individual plaintiff aggrieved by the actions prohibited by
11 section 3 of this act may be entitled to recover up to five hundred
12 dollars for each day that the actions occurred, or up to five thousand
13 dollars for each day that the actions occurred if the plaintiff
14 aggrieved by the actions prohibited under section 3 of this act is a
15 health care facility.

16 NEW SECTION. **Sec. 8.** Nothing in section 3 of this act shall
17 prohibit either lawful picketing or other publicity for the purpose of
18 providing the public with information.

19 NEW SECTION. **Sec. 9.** A court having jurisdiction over a criminal
20 or civil proceeding under this chapter shall take all steps reasonably
21 necessary to safeguard the individual privacy and prevent harassment of
22 a health care patient or health care provider who is a party or witness
23 in a proceeding, including granting protective orders and orders in
24 limine.

25 **Sec. 10.** RCW 10.97.070 and 1977 ex.s. c 314 s 7 are each amended
26 to read as follows:

27 (1) Criminal justice agencies may, in their discretion, disclose to
28 persons who have suffered physical loss, property damage, or injury
29 compensable through civil action, the identity of persons suspected as
30 being responsible for such loss, damage, or injury together with such
31 information as the agency reasonably believes may be of assistance to
32 the victim in obtaining civil redress. Such disclosure may be made
33 without regard to whether the suspected offender is an adult or a
34 juvenile, whether charges have or have not been filed, or a prosecuting
35 authority has declined to file a charge or a charge has been dismissed.

1 (2) Unless the agency determines release would interfere with an
2 ongoing criminal investigation, in any action brought pursuant to this
3 chapter, criminal justice agencies shall disclose identifying
4 information, including photographs of suspects, if the acts are alleged
5 by the plaintiff or victim to be a violation of section 3 of this act.

6 (3) The disclosure by a criminal justice agency of investigative
7 information pursuant to subsection (1) of this section shall not
8 establish a duty to disclose any additional information concerning the
9 same incident or make any subsequent disclosure of investigative
10 information, except to the extent an additional disclosure is compelled
11 by legal process.

12 NEW SECTION. Sec. 11. Nothing in this chapter shall be construed
13 to limit the right to seek other available criminal or civil remedies.
14 The remedies provided in this chapter are cumulative, not exclusive.

15 NEW SECTION. Sec. 12. If any provision of this act or its
16 application to any person or circumstance is held invalid, the
17 remainder of the act or the application of the provision to other
18 persons or circumstances is not affected.

19 NEW SECTION. Sec. 13. Sections 2 through 4, 6 through 9, and 11
20 of this act shall constitute a new chapter in Title 9A RCW.

21 NEW SECTION. Sec. 14. This act is necessary for the immediate
22 preservation of the public peace, health, or safety, or support of the
23 state government and its existing public institutions, and shall take
24 effect immediately.

Passed the House April 19, 1993.

Passed the Senate April 8, 1993.

Approved by the Governor April 26, 1993.

Filed in Office of Secretary of State April 26, 1993.

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

3G

SUBJECT:

Contract Modification Agreement No. 3 with
Rice Fergus Miller, Inc. for the Quincy
Square Project

Study Session Date: September 14, 2022

COUNCIL MEETING Date: September 21, 2022

Department: PW&U

Presenter: K. Ketterer

Phone: (360) 473-5334

SUMMARY:

In September 2018, the City executed a contract with Rice Fergus Miller Inc. for the design of the Quincy Square Project in the amount of \$495,000. The project term was extended through Contract Modification No. 1 in August 2020. In January 2021, Contract Modification No. 2 added \$36,149.60 for design and public outreach that was outside of the original scope of work.

Proposed Modification No. 3 increases the contract value by \$127,513.00 to a new total of \$658,662.60. The added work will incorporate federal requirements into the construction documents, add NEPA permitting tasks, expand the stormwater design, and provide engineering and architectural support during construction. Additionally, the modification includes a management reserve that may be used if additional federal funding or permitting issues arise.

ATTACHMENTS:

- 1) Contract Modification No. 3; 2) Site Plan

FISCAL IMPACTS (Include Budgeted Amount): The project is included in the Transportation Capital Projects budget, and this contract modification is within the budget for the Quincy Square Project. The overall budget for the Quincy Square project is \$5,500,000.

STUDY SESSION AGENDA:

☒ Limited Presentation

☐ Full Presentation

STUDY SESSION ACTION:

☒ Consent Agenda

☐ General Business

☐ Public Hearing

RECOMMENDED MOTION:

Move to approve Contract Modification Agreement No. 3 with Rice Fergus Miller, Inc. in an amount not to exceed \$127,513.00 for a total amended contract amount of \$658,662.60 for the design of the Quincy Square Project; and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.

COUNCIL ACTION:

☐ Approve

☐ Deny

☐ Table

☐ Continue

☐ No Action

**CONTRACT MODIFICATION AGREEMENT NO. 3
BETWEEN THE CITY OF BREMERTON AND RICE FERGUS MILLER,
Inc.**

PROJECT Quincy Square on 4th Street; Project # 315012_____

CONSULTANT Rice Fergus Miller, Inc.

DATE 08/29/2022

THIS CONTRACT MODIFICATION AGREEMENT SPECIFICALLY AMENDS THE Professional Services AGREEMENT (the "Contract") entered into between the City of Bremerton and Rice Fergus Miller, Inc. on September 28, 2018 and as amended on August 11, 2020 and on January 17, 2022.

All provisions in the Contract shall remain in full force and effect except as expressly modified by this document.

For valuable consideration and by mutual consent of the parties, the modifications to the Contract are as follows:

I.

Section **I. Scope**, is modified as follows:
See amended scope of work attached as Exhibit A.

Section **II. Term**, is modified as follows:
The Consultant shall complete the work described in this Contract Modification Agreement by December 31, 2023.

Section **III. Compensation**, is modified as follows:
The original contract amount was **four hundred ninety-five thousand dollars (\$ 495,000.00).**
The current contract amount, including all previous amendments is **five hundred thirty-one thousand one hundred forty-nine dollars and sixty cents (\$ 531,149.60).** The City shall pay the Consultant for the additional work described above, based on time and materials, an amount not to exceed **one hundred twenty seven thousand five hundred thirteen dollars (\$ 127,513.00)** for a total amended contract amount of **six hundred fifty eight thousand six hundred sixty two dollars and sixty cents (\$658,662.60)**, including this Contract Modification.

II.

Consultant accepts all requirements of this Contract Modification by endorsing below. Consultant further agrees that this Contract Modification constitutes full and final settlement of all of the Consultant's claims for contract time and for all costs of any kind,

including without limitation, costs of delays related to any work either covered or affected by this Contract Modification, claims related to on-site or home office overhead, or lost profits. This Contract Modification does not limit the City's right to bring a claim for past performance.

The undersigned consultant approves the foregoing Contract Modification as to the changes, if any, in the contract price specified for each item, including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work due to said Contract Modification.

This document will become a supplement of the contract and all provisions will apply hereto. It is understood that this Contract Modification shall be effective when approved by the City of Bremerton.

The parties whose names appear below warrant that they are authorized to enter into a contract modification that is binding on the parties of this contract. In addition, Consultant warrants that it has or will inform the surety of this change and shall take appropriate action to modify any bonds required under the contract to address this change.

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

Public Works Director approved to process _____ (Initials and Date)

CONSULTANT

By: _____
Print Name: _____
Its: _____
Date: _____

THE CITY OF BREMERTON

By: _____
Print Name: Greg Wheeler
Its: Mayor, City of Bremerton
Date: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
KYLIE J. FINNELL, Bremerton City Attorney

By: _____
ANGELA HOOVER, City Clerk

NOTICES TO BE SENT TO:

NOTICES TO BE SENT TO:

City Clerk
City of Bremerton
345 6th Street, Suite 100
Bremerton, WA 98337



ARCHITECTURE INTERIORS PLANNING VIZLAB
275 Fifth Street, Suite 100
Bremerton, WA 98337
Phone: (360) 377-8773
rfmarch.com

Supplemental Services Agreement

Project: Quincy Square on 4th Street

Owner: City of Bremerton – #315012

Date of Original Agreement: September 28, 2018 SSA No.: 03 August 26, 2022
Project No.: 2017087.01

In accordance with the Agreement referenced above, authorization is hereby given to:

- ☒ proceed with Additional Services
☐ proceed with revised scope of Basic Services
☐ incur Reimbursable Expenses

As follows:

1. Add budget to perform additional services during final design at the request of the City of Bremerton – Scope of Work attached as Exhibit A.

2. Rice Fergus Miller additional fee for Project Management

Compensation shall be adjusted as follows:

RFM:	\$35,960.00
RFM: Project Management Reserve:	\$20,000.00
Paramatrix (Civil Engineering):	\$46,748 x 1.10 markup = \$51,423.00
Emily Russell (Landscape Architecture):	\$15,500 x 1.10 markup = \$17,050.00
WSW Engineering (Structural):	\$2,800 x 1.10 markup = \$3,080.00
	Total: \$127,513.00

Time for performance shall be adjusted as follows:

To be determined.

Upon execution, this Supplemental Services Agreement shall become a part of the original Agreement referenced above, and supplemental services described above shall commence.

Submitted by:

Authorized by Owner:

By: 

Printed Name: Dean Kelly
Title: Principal
Date: August 26, 2022

By:
Printed Name:
Title:
Date:

END OF SUPPLEMENTAL SERVICES AGREEMENT

Supplemental Services Agreement 03
Scope of Work – Exhibit A
August 26, 2022

I. Project Description

This document describes Rice Fergus Miller's proposed scope of work (SOW) for Supplemental Services Agreement (SSA) 03. The purpose of SSA-03 is to add budget for Rice Fergus Miller to perform additional architectural and project management services during final design at the request of the City of Bremerton.

II. Scope of Services

Design and engineering scope of services are as follows:

Note: descriptions listed below are limited to architectural scope. For transportation and civil work, see the attached complementary proposal from Parametrix. For landscape work, see the attached complementary proposal from Emily Russell.

Task 1 – Project Administration and Meetings

Objectives: obtain project data, monitor and manage scope, schedule, and budget; periodically meet with the City of Bremerton and other members of design team to review project status.

Activities: the following activities will be performed:

- Manage and direct the project team and subconsultants.
- Provide routine project management and communication regarding scope, schedule, budget, and invoicing.

Deliverables: the following deliverables are associated with this task:

- Routine correspondence including monthly progress reports.
- Provide monthly invoice describing number of hours spent on each task.

Assumptions: the following assumptions apply to this task:

- The project duration will be 8 months (May 2022 through December 2022, not inclusive of Construction Administration services.)

Task 3 – Environmental Documentation

Objective: assist the City in obtaining project National Environmental Policy Act (NEPA)/ Washington State Environmental Policy Act (SEPA) approval. See attached consultant proposals for list of activities, deliverables and assumptions associated with this task.

Task 5 – Final Design

Objective: prepare Bid Set plans, specifications by responding to City comments to draft 100% permit set submitted in January of 2022.

Activities: the following activities will be performed:

- Prepare engineering and design plans for Fourth Street improvement.
- Coordinate consultants' bid drawings.
- Assist City of Bremerton with building permit submittal to Department of Community Development for above-ground elements.
- Assist City of Bremerton with bid support including producing bid alternates.

Deliverables: the following deliverables are associated with this task:

- Provide coordinated bid drawing set and specifications containing architectural and subconsultants with revisions based on City comments.

Assumptions: the following assumptions apply to this task:

- Comments on the final bid set will not require significant design changes. Examples of significant design changes include modification that require reevaluation by structural engineer. Any significant design changes would require additional scope and budget and would be addressed in a separate amendment.
- Review meeting with City Council to discuss results of analysis will be attended by RFM.

Task 6 – Hourly Limited Construction Administrative (CA) Services

Objective: provide limited assistance for the City during the construction phase. See attached consultant proposals for list of activities, deliverables and assumptions associated with this task.

Activities: the following activities will be performed:

- Attend preconstruction meeting.
- Attend 8 construction meetings (1 per month of construction)
- Make site visits to observe progress and provide direction, minimum 1 per month.
- Review submittals per specifications
- Review substitution requests
- Review and answer RFI's

Deliverables: the following deliverables are associated with this task:

- Documentation required for submittals, RFI's.

Assumptions: the following assumptions apply to this task:

- Construction duration will be 8 months.
- Does not cover redesign originating from either owner or unforeseen conditions.

Project Name
Project Number

BUDGET WORKSHEET

RFM TEAM MATRIX													
Responsibilities:	PIC	PM	ID 1	ID 2	Other	Design 1	MED PLN 1	SA	SA	Program	QA	SPEC	ADMIN
Hourly Rates	DK	MW	Initials	Initials	Initials	Initials	Initials	Initials	Initials	Initials	Initials	Initials	HZ
Billing Rate	\$190.00	\$150.00											\$140.00
Task 1 Project Adminstration and Meetings													
L. Code	Item	Hours											Total
100	General												0.00
101	Project Administration	4.00	30.00										42.00
	<i>BD time to be transferred</i>												0.00
	<i>Correspondence</i>												0.00
	<i>Agreements</i>												0.00
	<i>Fee Management</i>												0.00
	<i>Schedule</i>												0.00
	<i>Coord. Owner-Supplied Doc.</i>												0.00
	<i>File Management</i>												0.00
102	Consultant Coordination												0.00
103	Agency Coord / Code Review / Permitting												0.00
104	In-House Review / QC / Charrette												0.00
121	Design / Documentation												0.00
	<i>Programming</i>												0.00
	<i>Feasibility Studies</i>												0.00
132	Construction Cost review												0.00
152	Record Documentation												0.00
187	Travel												0.00
188	Meetings												0.00
	Phase Subtotal - Hours	4.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	42.00
	Phase Subtotal - Billing \$	\$760	\$4,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,120
Task 3 Environmental Documentation													
L. Code	Item	Hours											Total
200	General												0.00
201	Project Administration	4.00	10.00										16.00
	<i>Correspondence</i>												0.00
	<i>Fee Management</i>												0.00
	<i>Schedule Updates</i>												0.00
	<i>File Management</i>												0.00
202	Consultant Coordination												0.00
203	Agency Coord / Code Review / Permitting												0.00
204	In-House Review / QC / Charrette												0.00
220	CAD/Revit Model												0.00
221	Design / Documentation		10.00										10.00
232	Probable Construction Cost												0.00
252	Record Drawings												0.00
262	Renderings												0.00
263	Models												0.00
287	Travel												0.00
288	Meetings												0.00
	Phase Subtotal - Hours	4.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	26.00
	Phase Subtotal - Billing \$	\$760	\$3,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$280
Task 5 Final Design													
L. Code	Item	Hours											Total
300	General												0.00
301	Project Administration												0.00
	<i>Correspondence</i>												0.00
	<i>Fee Management</i>												0.00
	<i>Schedule Updates</i>												0.00
302	Consultant Coordination												0.00
303	Agency Coord / Code Review / Permitting												0.00
304	In-House Review / QC / Charrette												0.00
320	CAD/Revit Model												0.00
321	Design / Documentation	12.00	80.00										92.00
	<i>(from DrwgList sheet)</i>												0.00
327	Interior Design / Doc.												0.00
328	Materials / Specifications												0.00
332	Probable Construction Cost												0.00
352	Record Drawings												0.00
362	Renderings												0.00
363	Models												0.00
370	Tenant Coordination												0.00
387	Travel												0.00
388	Meetings												0.00
	Phase Subtotal - Hours	12.00	80.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	92.00
	Phase Subtotal - Billing \$	\$2,280	\$12,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,280
Task 6 Limited Construction Services													
L. Code	Item	Hours											Total
300	General												0.00
301	Project Administration												0.00
	<i>Correspondence</i>												0.00
	<i>Fee Management</i>												0.00
	<i>Schedule Updates</i>												0.00
302	Consultant Coordination												0.00
303	Agency Coord / Code Review / Permitting												0.00
304	In-House Review / QC / Charrette												0.00
320	CAD/Revit Model												0.00
321	Design / Documentation	4.00	70.00										74.00
	<i>(from DrwgList sheet)</i>												0.00
327	Interior Design / Doc.												0.00
328	Materials / Specifications												0.00
332	Probable Construction Cost												0.00
352	Record Drawings												0.00
362	Renderings												0.00
363	Models												0.00
370	Tenant Coordination												0.00
387	Travel												0.00
388	Meetings												0.00
	Phase Subtotal - Hours	4.00	70.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	74.00
	Phase Subtotal - Billing \$	\$760	\$10,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,260
	PROJECT TOTAL - Hours	20	130	0	0	0	0	0	0	0	0	0	160
	PROJECT TOTAL - Billing \$	\$3,800	\$19,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$35,960

EXHIBIT A – SCOPE OF WORK

Rice Fergus Miller
Quincy Square

Modification 03 Request

INTRODUCTION

This document describes Parametrix's proposed scope of work (SOW) for Modification 03 under our existing contract for the Quincy Square project. The purpose for Modification 03 is to add budget for Parametrix to perform additional engineering services during final design and during construction as requested by the City of Bremerton.

A proposed schedule is included in this scope as Exhibit B and our proposed budget is attached as Exhibit C.

The following tasks are associated with this SOW.

Task 1 – Project Management and Meetings

Objective

Continue project management through final design.

Activities

The following activities will be performed as part of this task:

- Manage and direct the project technical team.
- Provide routine project management and communications (scope, schedule, budget, and invoicing).
- Prepare monthly progress reports and progress billings and submit to the City for approval and payment.

Deliverables

The following deliverables will be prepared:

- Routine correspondence and monthly progress reports
- Meeting agendas and notes

Assumptions

The following assumptions apply to this task:

- Project duration will be 8 months for design (May through December 2022) and an additional 11 months for construction (January through November 2023). The Parametrix project manager will require an

average of 1 hour per month for project management and internal staff coordination during the design period and ½ hour per month during the construction period.

Task 03 – Environmental Documentation

Objective

Complete National Environmental Policy Act (NEPA) documentation as required by the granting agency, the Department of Housing and Urban Development (HUD).

Activities

The following activities will be performed:

- Modify draft HUD NEPA forms previously developed by Parametrix to address changes to the forms since the draft forms were completed in 2019.

Deliverables

The following deliverables are associated with this task:

- Draft and final updated NEPA forms.

Assumptions

The following assumptions apply to this task:

- The form revisions will require 16 hours of Engineer III time.

Task 5 – Final Design

Objective

Complete bid set plans, specifications, and estimate (PS&E) by responding to City comments to the draft 100% PS&E submitted in January of 2022. Review comments were received on June 15, 2022.

Activities

The following activities are associated with this task:

- Respond to City comments.
- Update contract special provisions to meet requirements of federal grant funds.
- Replace two existing luminaires on the segment from Washington Ave to the alley with new Lumec luminaires.
- Install new light fixtures for the relocated mural (mural relocated from the alley intersecting 4th Street to the 4th Street frontage. The mural illumination fixture will consist of a flood light affixed to the new replacement light pole located on the south side of 4th Street.

Deliverables

The following deliverables are associated with this task:

- Bid set PS&E including revised plans, engineer's opinion of probable cost, special provisions, and contract documents.

Assumptions

The following assumptions apply to this task:

- The flood light fixture will have a shield to minimize obtrusive stray light and the mural illumination will be minimal to be considerate of the surrounding residency.
- The mural flood light will be controlled by the same street lighting electrical circuit as the new replacement light pole (street light).
- Comments on the final bid set PS&E in addition to the comments received on July 15, 2022 will address omissions and cleanup and will not require significant design changes. Examples of significant design changes include the addition of drainage structures, pavements, sidewalk, curb and gutter, or lighting. Any significant design changes would require additional scope and budget and would be addressed in a separate contract modification.

TASK 6 – ENGINEERING SERVICES DURING CONSTRUCTION (NEW TASK)

Objective

Provide engineering support during the construction phase of the project.

Activities

The following activities are associated with this task:

- Review Contractor's submittals for compliance with the specifications.
- Respond to applicable Contractor's requests for information (RFIs).
- Attend site walks at the request of the City.

Deliverables

The following deliverables are associated with this task:

- Hard copies and electronic copies of responses to material submittals, cut sheets, and shop drawing review.

Assumptions

The following assumptions apply to this task:

- The construction schedule will be approximately May 2023 to November 2023.
- Parametrix will attend up to eight site visits at an estimated 2 hours each.

- Parametrix will review and respond to a total of ten civil submittals at an estimated 2 hours each, ten electrical submittals at an estimated 2 hours each, and eight RFIs at an estimated 2 hours each.

Exhibit B- Schedule

Work Element	Completed By
Notice to Proceed (verbal)	May 15, 2022
Final 100% PS&E	October 31, 2022
Draft Bid Set PS&E	November 30, 2022
Bid Set PS&E	December 31, 2022
Construction Contract Executed	April 1, 2023
Construction	November 30, 2023

Note: Schedule assumes one week City review period.

Project: Quincy Square - FINAL DESIGN (Modification 03)

Client: RFM

PMX #	BILLING MULT.:	STAFF	PM D. Dinkuhn	Eng III J. Johnson	Sr. Eng. M. Wilde	Sr. Elec. Eng. R. Rohler	Sr Elec. Eng. C. Wittman	Elec. Designer III D. Petersen	Pub Supr A. Lucas	Proj Controls S. Harris	Sr. Proj. Acct. L. Gilbertson	Contracts J.N. Johnson	TOTAL HOURS	TOTAL COST
233-2519-010	3.0	Burdened Labor Rate	\$250.44	\$133.68	\$198.75	\$219.03	\$229.53	\$140.73	\$121.68	\$127.14	\$133.08	\$158.64		
1	1	Project Management and Meetings												
		Additional PM - 19 months (May 2022 through November 2023)	14							14	14	1	43	\$7,308
		Subtotal	14							14	14	1	43	\$7,308
1	3	Environmental Documentation												
		NEPA Update for Federal Requirements	2	16									18	\$2,640
		Subtotal	2	16									18	\$2,640
1	5	Final Design - 100% and Bid Set PS&E												
		Delineate 4th Drainage Basin and Revise Drainage TM	2	8					4				14	\$2,057
		Coordination with Biopod to Select Appropriate Treatment Vaults	1	4									5	\$785
		Add Treatment Vault to Sheet C08 and Update Specifications and EOPC	2	8									10	\$1,570
		Respond to Additional Round of City Comments (Draft Final Bid Set)	2	40		12	1	4					59	\$9,269
		Replace 2 Additional Luminaires	1			4	0.5	2					8	\$1,523
		Add Spotlight on Luminaire to Illuminate Mural	1			4	0.5	2					8	\$1,523
		Draft Final Bid Set Comment Review Meeting	2	2									4	\$768
		Update Special Provisions to Meet Federal Requirements	2	12		2			6				22	\$3,273
		QC			2								2	\$398
		Subtotal	8	54	2	22	2	8	6				102	\$21,166
1	5	Engineering Services During Construction												
		Site Visits (up to 8 at 2 hours each)	12			4							16	\$3,881
		Civil Submittal Review (up to 10 at 2 hours each)	10	10									20	\$3,841
		Electrical Submittal Review (up to 10 at 2 hours each)				20							20	\$4,381
		RFIs (up to 8 at 2 hours each)	2	8		6							16	\$2,885
		Mileage (Puyallup to Bremerton, 2 trips)												\$100
		Subtotal	24	18		26							72	\$15,088
1	ESC	Salary Escalation												
		Salary Escalation (assumes 3% salary increase effective 10/1/22)												\$547
		Subtotal												\$547
TOTAL			48	88	2	48	2	8	6	14	14	1	235	\$46,748

Prepared By: David Dinkuhn, PE
(Project Manager)Reviewed By: Jenifer Young
(Division Manager)



Emily Russell Landscape Architecture
245 4th St. #501
Bremerton, WA 98337
360.990.1720
emily@russelldesignsource.com
www.erlandarch.russelldesignsource.com

08.02.2022

Mike Wright
Rice Fergus Miller, Inc.
275 Fifth St., Suite 100
Bremerton, WA 98337

Re: Addendum to Proposal for Landscape Architectural Services for Quincy Square

Dear Mike,

Thank you for the continued opportunity to provide landscape architectural services for Quincy Square in Bremerton, WA. Below please find the addendum to our original contract for the anticipated additional revisions from 8/10-9/15 based on City comments on the final bid documents, as well as during the NEPA process.

Revisions for Final Plan: Estimated Hours: 80

Estimated Cost: \$12,400

Construction Administration: Estimated Hours: 20

Estimated Cost: \$3,100

Hourly Rate: \$155

Sincerely,

Emily Russell, PLA, ASLA
Registered Landscape Architect and Owner of Emily Russell Landscape Architecture

Approved by:

For Client: _____

Date: _____



July 26, 2022

Michael Wright
Rice Fergus Miller
275 Fifth Street, Suite 100
Bremerton, WA 98337

Quincy Square
Raised Performance Stage
Additional Services / Construction Administration
Bremerton, WA

Dear Michael,

We are pleased to submit this proposal for structural engineering consultation for Construction Administration for the Quincy Square project.

Additional Scope of Services

The additional services included in this proposal is as follows:

1. Provide Construction Administration services for an estimated eight-week duration of structural engineering engagement.

Proposed Fee

Effort for the Additional Scope of Services above will be billed on an hourly basis at *\$150 per hour*. We estimate the billing for the remaining duration of the project at **Two Thousand Eight Hundred Dollars (\$2,800)**. Should we anticipate that our effort will exceed this estimate, we will contact your office for approval before proceeding. Effort will be billed on a monthly basis.

Assumptions and Additional Services

Structural services not included in the Basic or Additional Scope of Services may be available on request under a separate agreement. Any revisions or additions of project scope to the scope outlined above will be considered as an Additional Service.

The Client allows the following time periods for the return of submittals:

1. Requests for Information (RFIs)2 days
2. Shop Drawings, Product Data, other submittals10 days

Periods are business days beginning on the first full day after receipt by WSW. In the event that a submittal cannot be returned in this time frame, WSW will notify the Client in a reasonable timeframe prior to the due date.

Limitations

Consultant's services shall be provided consistent with and limited to the professional standard of care which is the skill and care ordinarily provided by similarly situated professionals practicing in the same or similar locality under the same or similar circumstances. Such standard of care is not a warranty or guarantee and consultant shall have no such obligation. Accordingly, client shall provide appropriate contingencies in both schedule and cost.

This Agreement and the deliverables, obligations, and rights herein are intended for the sole use and benefit of the Parties and are not intended to create any third party rights or benefits. This Agreement and the design may not be transferred or assigned by either Party without written consent. Consultant shall not be responsible for the statements, performance, acts, errors, or omissions of any person or entity not under its direct control.

Consultant shall be deemed the owner of its Instruments of Service, including the Plans, Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Consultant grants to the Client a nonexclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, provided that the Client substantially performs its obligations under this Agreement, including prompt payment of all sums due hereunder.

Client expressly agrees that any liability arising out of this project shall be limited to the Consultant and its applicable insurance and shall not be the basis of personal liability as to Consultant's owners, officers, directors, or employees.

The terms of the Proposal shall be effective for 90 days after presentation to Client. In the event this Agreement is not executed by Client within the time identified, the Proposal, together with any related terms and conditions and deliverables, may be subject to amendment, change or substitution. Once accepted by the Client, this proposal shall become the effective agreement between the Client and WSW Engineering PLLC.

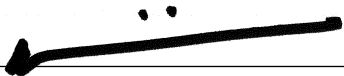
Please call if you have any questions.

Sincerely,

Bill Williams, P.E., S.E.
Consultant

Rice Fergus Miller
Client

Signed: _____



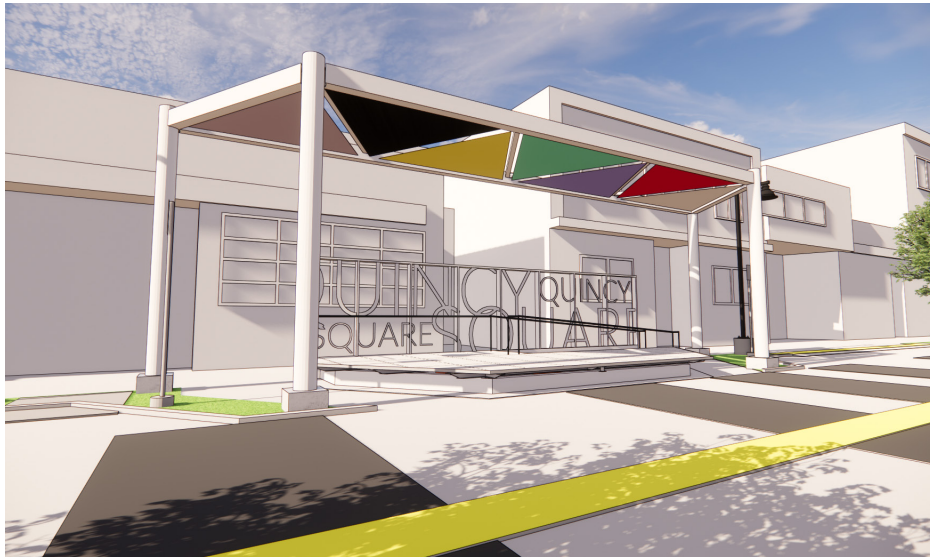
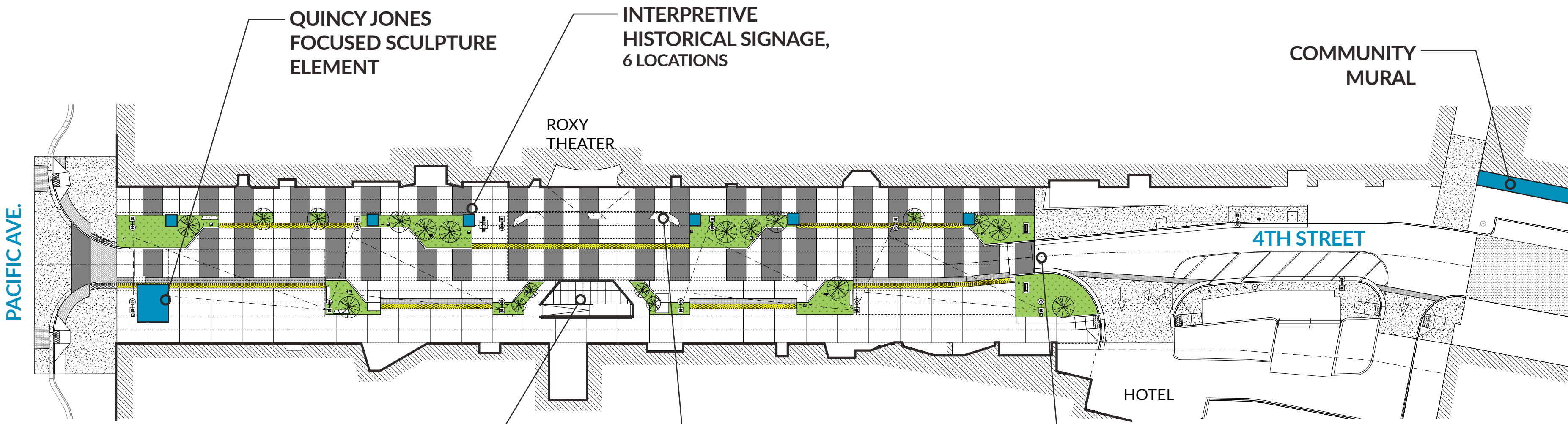
Signed: _____

Date: _____

07-26-2022

Date: _____

QUINCY SQUARE SITE PLAN



OUTDOOR STAGE



INTERACTIVE ELEMENTS
AND FURNITURE



STREET CLOSURE SIGNS

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

3H

SUBJECT:

Contract Modification No. 4 with Parametrix, Inc. for the Kitsap Lake Park Renovation Project and related Budget Adjustment

Study Session Date: September 14, 2022

COUNCIL MEETING Date: September 21, 2022

Department: Parks & Recreation

Presenter: Jeff Elevado

Phone: (360) 473-5428

SUMMARY: In October of 2020, Council approved the Professional Services Agreement with Parametrix, Inc. for A&E Services for the Kitsap Lake Park Renovation Project. There have been three contract modification executed to date. Modification No. 1 in the amount of \$17,045 for additional survey and engineering services related to the addition of the children's playground that was not part of the original scope, but later added to the project following award of a \$252,000 Department of Commerce grant. Modification No. 2 in the amount of \$2,306 for additional survey scope relative to a required Department of Natural Resources Aquatic Lease. Modification No. 3 in the amount of \$2,534 for added scope to identify and monitor potential heron nesting near the project site.

The proposed Contract Modification No. 4 is in the amount of \$59,575, which brings the total contract amount to \$195,349. The added scope of work includes the following:

- 1) Engineering services during construction, submittal review and on-site engineering support.
- 2) Permitting support services related to coordination with WDFW and the Suquamish Tribe.
- 3) Preparation of the required Biological Assessment to meet the Army Corps of Engineers requirement for a formal Endangered Species Act (ESA) Consultation with the National Marine Fisheries Services (NMFS).

ATTACHMENTS: 1) Exhibit A, B & C – Parametrix, Inc. Change Order No. 4 (Scope of Work, Schedule and Budget); 2) Contract Change Order No. 4

FISCAL IMPACTS (Include Budgeted Amount): Project estimate: \$1.6M. Funding is comprised of the following: \$556,200 RCO-Boating Facilities Program Grant; \$438,200 RCO-Aquatic Land Enhancement Account Grant; \$252,800 Department of Commerce-Local & Community Projects Grant; \$89,400 COB Stormwater Utility; 48,023 CDBG; \$10,000 Bremerton Park Foundation Grant. The remaining balance of approximately \$204,300 will be funded through Parks Capital Construction Fund Balance, Force Account Labor, REET and donations.

STUDY SESSION AGENDA:

☒ Limited Presentation

☐ Full Presentation

STUDY SESSION ACTION:

☒ Consent Agenda

☐ General Business

☐ Public Hearing

RECOMMENDED MOTION:

Move to approve Contract Modification No. 4 with Parametrix, Inc. in the amount of \$59,575 for a total contract amount of \$195,349, for the Kitsap Lake Park Renovation and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.

COUNCIL ACTION:

☐ Approve

☐ Deny

☐ Table

☐ Continue

☐ No Action

CITY OF BREMERTON

CHANGE ORDER

CONTRACT CHANGE ORDER NO: 04

PROJECT NAME: KITSAP LAKE PARK RENOVATION PROJECT

PROJECT NO: 59163

CONTRACTOR: PARAMETRIX, INC.

ORIGINAL CONTRACT AMOUNT: 113,889.00 DAYS: March 2021

PREVIOUSLY APPROVED CHANGES: 21,885.42 DAYS: 0

THIS CHANGE: 59,575.00 DAYS: October 2025

REVISED CONTRACT AMOUNT: 195,349.42 DAYS: October 2025

This Change Order covers changes to the subject contract as described herein. The Contractor shall construct, furnish equipment and materials, and perform all work as necessary or required to complete the Change Order Items. The increase or decrease in contract price shown below includes any applicable taxes.

Rule 170 Rule 171	DESCRIPTION OF CHANGES	INCREASE IN CONTRACT AMOUNT (\$)	(DECREASE) IN CONTRACT AMOUNT (\$)	CONTRACT TIME EXTENSION (DAYS:)
X	Contract Modification No. 4 Added SOW to include: <ol style="list-style-type: none"> 1. Engineering Service during construction. 2. Permitting Services relative to coordination with Washington Department of Fish and Wildlife and The Suquamish Tribe. 3. Preparation of a Biological Assessment meeting US Army Corps of Engineers requirements for a formal consultation with the National Marine Fisheries Service. 	59,575.00	0.00	Oct. 2025
NET CHANGE IN CONTRACT AMOUNT INCREASE OR (DECREASE)		59,575.00	0.00	0
ESTIMATED SALES TAX AT 9.0%		0.00	0.00	
TOTAL INCLUDING SALES TAX		59,575.00	0.00	0

CONTRACT CHANGE ORDER NO: 04

PROJECT NAME: KITSAP LAKE PARK RENOVATION PROJECT

Contractor acknowledges and accepts that this Change Order constitutes final settlement of all claims of any kind or nature arising from or connected with any work either covered or affected by this Change Order, including, without limitation, claims related to contract time, on-site or home office overhead, or lost profits. Nothing in this Change Order shall limit the City's right to bring a claim for past performance.

The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the contract price specified for each item, including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work due to said Change Order.

This document will become a supplement of the contract and all provisions will apply hereto. It is understood that this Change Order shall be effective when approved by the City of Bremerton.

The parties whose names appear below warrant that they are authorized to enter into a change order that is binding on the parties of this contract. In addition, Contractor warrants that it has or will inform the surety of this change, and shall take appropriate action to modify any bonds required under the contract to address this change.

CONTRACTOR	
Approved:	DATE:
PROJECT MANAGER	
Recommended:	DATE:
CITY ENGINEER	
Council action is required as project cost will exceed approved budget. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Council action is required as change exceeds Mayors authority per BMC 2.76.110. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Recommended:	DATE:
DIRECTOR OF PARKS AND RECREATION	
Recommended:	DATE:
MAYOR	
Approved:	DATE:

APPROVED AS TO FORM:

ATTEST:

KYLIE J. FINNELL, Bremerton City Attorney

ANGELA HOOVER, City Clerk

EXHIBIT A SCOPE OF WORK

City of Bremerton Kitsap Lake Park Renovation Project Change Order 4 - Engineering Services During Construction and Additional Permitting Services

INTRODUCTION

This document describes Parametrix's proposed scope of work (SOW) for Change Order 4 under our existing contract. The purpose for Change Order 4 is to request budget for completion of the following additional services:

1. Engineering services during construction.
2. Preparation of a Biological Assessment meeting United States Army Corps of Engineers (USACE) requirements for a formal consultation with the National Marine Fisheries Service (NMFS).

In addition to the items listed above, a budget supplement of \$7,763.00 is requested for additional permitting services performed for the project to date. This additional permitting work was necessary to address unanticipated project complexities and delays, including 1) extra staff time for coordination with the assigned Washington Department of Fish and Wildlife (WDFW) representative, who is new to freshwater projects; 2) extra coordination with the USACE due to extended delays in permitting; and 3) additional coordination with WDFW over Tribal concerns regarding the presence of an active heron's nest that could be potentially impacted by the project.

A proposed schedule is included in this scope as Exhibit B and our proposed budget is attached as Exhibit C.

SCOPE OF WORK

Task 1 – Project Management and Meetings

Objective

Continue project management through the construction phase of the project.

Activities

The following activities will be performed as part of this task:

- Manage and direct the project technical team.
- Provide routine project management and communications (scope, schedule, budget, and invoicing).
- Prepare monthly progress reports and progress billings and submit to the City for approval and payment.

Deliverables

The following deliverables are associated with this task:

- Routine correspondence and monthly progress reports
- Meeting agendas and notes

Assumptions

The following assumptions apply to this task:

- The permitting process may take up to 24 months and construction will occur during the fish window of 2025. Thus, project duration will be 37 months through construction (September 2022 through October 2025). The original project schedule assumed the project would be completed in September 2021.
- Project management will require 1 hour per month for the Parametrix project manager (PM) through submittal of the Final biological assessment (BA) (2 months). There will likely be periods without significant project activity during the permitting process and after the project is bid but before construction starts. For this reason, it is assumed the Parametrix PM will require an average of 3/4 hour per month following the BA submittal (35 months).

Task 02 – Permitting

Objective

Provide additional permitting services to assist the City in obtaining the USACE Nationwide permit.

Activities

The following activities will be performed as part of this task:

- Prepare a BA using the previously-prepared Biological Evaluation (BE) for the project. Relevant data from the BE will be copied and pasted into the BA document. New work for the BA is summarized below.

BA Section	Additional effort (beyond copy-and-paste)	Est. Level of Effort (hours)
I. Background/History	Update project history, correspondence	8
II. Action, Action Area	Update and expand, including description of ongoing boat use. Identify Interrelated and Interdependent Actions. Expand description of extent of action area.	16
III. Species and Critical Habitat	Expand discussions of biological requirements, factors in population declines, and population trends.	24
IV. Environmental Baseline	Include state, Tribal, local, and private actions already affecting the species or that will occur contemporaneously with the consultation in progress.	16

SCOPE OF WORK (continued)

BA Section	Additional effort (beyond copy-and-paste)	Est. Level of Effort (hours)
V. Effects of the Action	Expand stormwater analysis, new analysis of boating impacts.	24
VI. Cumulative Effects	Detail all non-federal actions reasonably certain to occur in the action area in the foreseeable future.	12
VII. Other	Communicate and coordinate with City, USACE, and NMFS	16
VIII. QC		6
TOTAL		122

Deliverables

The following deliverables are associated with this task:

- Draft and final BA in electronic format
- Documentation for files and email correspondence with USACE and NMFS.

Assumptions

The following assumptions apply to this task:

- The stormwater analysis will continue to be qualitative with no additional modelling required.
- The duration of the permitting process for the USACE permit will be 24 months from submittal of the BA.
- Additional effort for coordination and preparation of a mitigation plan (if required by NMFS) will be performed under a future contract amendment.
- The heron nesting issue has been resolved and will not require additional Parametrix effort for permitting.

Task 4 – 60%,90%, 100%, and Final Plans, Specifications, and Estimates (PS&E)

Objective

Update current project PS&E documents for bidding in 2024.

Activities

The following activities will be performed as part of this task:

- Update cost estimate using bid tabulations from recent projects and as published by the Washington State Department of Transportation (WSDOT).

- Compare general special provisions (GSPs) with 2025 WSDOT and American Public Works Association (APWA) GSPs and update as needed.

Deliverables

The following deliverables are associated with this task:

- Final stamped PS&E for bidding

Assumptions

The following assumptions apply to this task:

- The only required changes to the current PS&E documents will be updated GSPs and EOPC.
- Additional design effort for project mitigation (if required by NMFS) will be performed under a future contract amendment.

Task 4 – Engineering Services During Construction

Objective

Provide engineering support during the construction phase of the project.

Activities

The following activities are associated with this task:

- Attend construction meetings as requested.
- Review Contractor's submittals for compliance with the specifications.
- Respond to applicable Contractor's Requests for Information (RFIs) and requests for change orders and make recommendations to the City.
- Attend site walks at the request of the City.
- Revise design documents in response to changes encountered during construction.
- Respond to unanticipated issues related to heron nesting or other unanticipated issues affecting project permits.

Deliverables

The following deliverables are associated with this task:

- Hard copies and electronic copies of responses to material submittals, cut sheets, shop drawing review, RFI responses, and revised design documents

Assumptions

The following assumptions apply to this task:

- Parametrix will review and respond to shop drawing submittals and engineering calculations at an estimated 4 hours each, material submittals at an estimated 1 hour each, and RFIs at an estimated 1 hour each. It is assumed that a total of 4 shop drawings/engineering calculations submittals, 16 materials submittals, and 4 RFIs will be reviewed (36 hours).
- The Parametrix PM and/or one lead staff will attend up to 4 site meetings at 2 hours each (16 hours).
- The Parametrix permitting lead will respond to issues related to heron nests or other unanticipated issues affecting project permits (8 hours).
- Hours for support are 12 hours for the Parametrix PM, 24 hours for the project landscape architect, 8 hours for the project planner, and 16 hours for the project structural engineer for a total of 60 technical staff hours.

EXHIBIT B - SCHEDULE

Work Element	Completed By
Notice to Proceed	September 1, 2022
Draft BA (6 weeks)	October 14, 2022
Final BA (2 weeks)	October 28, 2022
Permits Received (24 months)	October 28, 2024
Construction	October 31, 2025

Project: Kitsap Lake Park Renovation - Change Order 04

Client: City of Bremerton Public Works

PMX #		BILLING MULT.:	STAFF	PM D. Dinkuhn	Sr Sci. M. Hall	Sr. Sci. T. Schwager	LA J.Ceralde	Str. Eng. S. Wagner	WP A. Lucas	PC S. Harris	PA K. Hale	TOTAL	TOTAL
233-1896-174													
Task	Subtask	3.00	Billing Rate	\$250.44	\$178.47	\$173.07	\$126.27	\$226.59	\$121.68	\$127.14	\$97.50	HOURS	COST
1		Project Management and Meetings											
		PM (September 2022 through October 2025 = 37 months)		28						28	28	84	\$13,302
		Subtotal		28						28	28	84	\$13,302
2		Permitting											
		Additional Permitting Services to Date (lump sum)											\$7,763
		Prepare Biological Assessment for Formal Consultation			116				4			120	\$21,189
		Coordination and QC		2		6						8	\$1,539
		Subtotal		2	116	6			4			128	\$30,492
3		60%, 90%, 100%, and Final PS&E											
		Update Contract Provisions per 2025 WSDOT Std Specifications		1					4			5	\$737
		Update Eng. Opinion of Prob. Costs (EOPC)		2			8					10	\$1,511
		Subtotal		3			8		4			15	\$2,248
4		Engineering Services During Construction											
		Engineering Services During Construction		12	8		24	16				60	\$11,089
		Subtotal		12	8		24	16				60	\$11,089
Salary Escalation				3% average annual salary increases effective on 10/1/22, 10/1/23, and 10/1/24									\$2,444
CHANGE ORDER 04 TOTAL				45	124	6	32	16	8	28	28	287	\$59,575

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

3I

SUBJECT:

Interagency Agreement with WA State
Department of Enterprise Services for
Energy Savings Performance Contracting
Program

Study Session Date:	<u>September 14, 2022</u>
COUNCIL MEETING Date:	<u>September 21, 2022</u>
Department:	<u>PW&U</u>
Presenter:	<u>Eric Burris</u>
Phone:	<u>(360) 473-5448</u>

SUMMARY: The State of Washington has a contracting program for public agencies that provides contract and project management oversight of capital projects with a focus on energy conservation. This program, known as the Energy Savings Performance Contracting (ESPC) program, is authorized under RCW 39.35 and managed by Washington State Department of Enterprise Services (DES). The City has used this program in the past for feasibility evaluation, design, procurement, and construction of energy-saving capital improvements. The client agencies benefit through energy savings and management of the capital process by DES and a third-party Energy Service Company (ESCO) pre-qualified by DES. The City used this program in 2018 for substantial upgrades at Sewage Pump Station CE-1. This Interagency Agreement establishes the partnership between DES and the City to allow the City to participate in the ESPC program.

ATTACHMENTS: Interagency Agreement between the City of Bremerton and the Washington State Department of Enterprise Services

FISCAL IMPACTS (Include Budgeted Amount): None for executing the Interagency Agreement. Costs will be associated with projects that will be delivered under the DES ESPC program, and a separate fee is paid to DES per their fee schedule.

STUDY SESSION AGENDA: ☒ Limited Presentation ☐ Full Presentation

STUDY SESSION ACTION: ☒ Consent Agenda ☐ General Business ☐ Public Hearing

RECOMMENDED MOTION: Move to approve the Interagency Agreement between the Washington State Department of Enterprise Services and the City of Bremerton, and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.

COUNCIL ACTION: ☐ Approve ☐ Deny ☐ Table ☐ Continue ☐ No Action

State of Washington ENERGY PROGRAM Department of Enterprise Services P.O. Box 41476 Olympia, WA 98504-1476	INTERAGENCY AGREEMENT	
	IAA No.:	K7699
CITY OF BREMERTON 345 Sixth Street, Suite 100 Bremerton, WA 98337	Date:	June 23, 2022

INTERAGENCY AGREEMENT
BETWEEN
CITY OF BREMERTON
AND
WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES

Pursuant to RCW chapter 39.34 and RCW chapter 39.35C, this *Interagency Agreement (Agreement)* is made and entered into by and between the State of Washington acting by and through the Energy Program of the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and City of Bremerton, a Washington State governmental agency ("Client Agency") and is dated and effective as of the date of the last signature.

R E C I T A L S

- A. Enterprise Services, through its Energy Program ("Energy Program"), helps owners of public facilities reduce energy and operational costs. The Energy Program is a national leader in developing and managing energy savings performance contracts that help reduce energy and operational costs in publicly-owned facilities.
- B. Upgrading to energy efficient infrastructure helps reduce long-term operations and maintenance costs. This allows owners to be better financial stewards while achieving their mission, so that Washington is a better place to live, learn, and work.
- C. Acting as the owner's advocate, the Energy Program delivers professional expertise and contract management services. By leveraging capital investments, owners can achieve efficiencies, improve facilities, and reduce carbon emissions in their publicly-owned facilities. Energy Program also creates value to owners by managing risk through guaranteed total project costs, equipment performance, and energy savings.
- D. Client Agency, an owner of a public facility, desires to contract with Energy Program to access and obtain certain Energy Program Services.
- E. The purpose of this Agreement is to establish a vehicle for Energy Program to provide future energy/utility conservation project management services to Client Agency and to authorize the development of the energy services proposal in a cost-effective, efficient manner.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **TERM.** The term of this *Agreement* commences on the date of the last signature and ends **December 31, 2026**.

2. **STATEMENT OF WORK.**

A. **ENERGY PROGRAM.** Energy Program agrees to provide the following Services:

- i. Upon request by Client Agency for energy services for a specific Energy/Utility Conservation Project(s), the Parties shall execute an amendment to this *Agreement* to specify the project and associated project management fees as set forth by Attachment B. Enterprise Services shall furnish necessary personnel and services as specified and set forth in Attachment A, *Project Management Services Scope of Work*.
- ii. Assist in Dispute Resolution. Dispute resolution is an ongoing process throughout the project. However, this assistance does not include formal dispute resolution, arbitration or legal advice or representation in any legal action, and does not include legal fees and costs related to any dispute. Formal dispute resolution begins when a written claim is received demanding arbitration or other legal process is received. All formal dispute fees and costs will be borne separately by Client Agency. The Attorney General cannot and will not represent or advise a non-state agency.

B. **CLIENT AGENCY.** Client Agency agrees to the following:

- i. Will conform to the protocols of this *Agreement*, including Enterprise Services' *General Conditions for Washington State Energy Savings Performance Contracting ("General Conditions")*, and as supplemented.
- ii. Will conform to the requirements of the *General Conditions* for timely processing and approval of agreed upon changes to construction contracts involving cost, and for payment.
- iii. Will conform to the following guidelines for communications between Client Agency, Enterprise Services and ESCOs (Energy Services Company) through the design, construction and post-construction phases as outlined below:
 - a) Communications between Client Agency, Energy Program Project Manager ("PM") and ESCO shall go through the PM. The PM may authorize exceptions for specific projects or situations. The PM may authorize the ESCO to communicate directly with Client Agency personnel to expedite the design and to avoid communication delays. This action does not authorize additional work, change in scope, or exclude copying all communications between ESCO and Client Agency to the PM.
 - b) All drawings, specifications, reports, and project correspondence must contain the State Project Number and suffix.
 - The State Project Number consists of the fiscal year and a numerical sequence number, for example 2018-024, followed by an alphabetical suffix.

- Professional services agreements have suffixes A through F, for example 2018-024 A.
 - Construction contracts have suffixes G through Z, for example 2018-024 G.
- iv. All identification and monitoring of documentation required by the funding source shall remain the responsibility of Client Agency.

3. COMPENSATION AND REQUIREMENTS.

- A. **COMPENSATION.** Compensation under this *Agreement* shall be by amendment to this *Agreement* for each authorized project. Each amendment shall include a payment schedule for the specific project.
- i. **Project Management Services Scope of Work (Attachment A):** For project management services provided by Energy Program, Client Agency shall pay Enterprise Services a Project Management Fee for services based on the total project value (including Washington state sales tax) per the Project Management Fee Schedule set forth in Attachment B.
 - ii. **Termination Fee:** If Client Agency, after authorizing an investment grade audit and energy services proposal, decides not to proceed with an energy/utility conservation project that meets Client Agency's cost effective criteria, then the Client Agency will be charged a termination fee as set forth in Project Management Fee Schedule. The termination fee shall be based on the estimated total project value outlined in the energy services proposal prepared by the ESCO as set forth in Attachment B.
 - iii. **Measurement & Verification Services ("M&V") Scope of Work (Attachment C):** If M&V are requested by Client Agency beyond the first three years following the notice of commencement of energy cost savings, Client Agency shall pay Enterprise Services \$2,000.00 annually for each year that such M&V are provided.
- B. **PAYMENT FOR ESCO SERVICES.** In the event that Client Agency enters into a contract with an Energy Program pre-qualified ESCO, pursuant to an *Enterprise Services Master Energy Services Agreement for ESCO Services*, Client Agency shall make payment for such contracted services directly to the ESCO, after Energy Program has reviewed and sent such invoices to Client Agency for payment.
- C. **FURTHER ASSURANCES.** Client Agency shall provide the ESCO with any additional necessary or desired contract language to comply with Client Agency's obligations pertaining to its use of federal, state, or other grants, funding restrictions, or unique contract/entity requirements. The ESCO and their subcontractors are required to comply with all applicable federal regulations and reporting procedures.
- D. **MANAGING COMPLIANCE WITH STATE AND FEDERAL LAW.** In all ESCO project agreements and contracts pertaining to this *Agreement*, Energy Program will require ESCO's compliance with applicable federal and state laws and state policies including, but not limited to, the following:
- 1. RCW Title 39 and 43
 - 2. ADA Requirements
 - 3. Buy America
 - 4. Davis-Bacon
 - 5. Prevailing Wage
 - 6. DBE Participation
 - 7. Apprentice Participation

Upon request by Client Agency, Energy Program will collect and provide the weekly-certified payroll to Client Agency. Client Agency, however, shall remain responsible for any documentation required by Client Agency's funding source. All federal verification, investigation, survey, reporting and enforcement requirements when there is a possible violation shall remain the responsibility of the federal grant recipient (Client Agency) unless negotiated by Energy Program and added by amendment to this *Agreement*. In the event that Energy Program becomes aware of a possible violation, it will notify Client Agency.

4. INVOICES AND BILLING.

- A. **BILLING PROCEDURE.** Enterprise Services shall submit invoices to Client Agency upon substantial completion and notice of commencement of energy cost savings of each authorized project, unless an amendment specifies special billing conditions and timeline. Substantial completion of the project will include the delivery and acceptance of the notice of commencement of energy cost savings issued by the energy services company. Each invoice will clearly indicate that it is for the services rendered in performance under this *Agreement* and shall reflect this *Agreement* and Amendment number. Energy Program will invoice for any provided services within sixty (60) days of the expiration or termination of this *Agreement*.
- B. **PAYMENT PROCEDURE.** Client Agency shall pay all invoices received from Enterprise Services within thirty (30) days of receipt of properly executed invoice vouchers.
- C. **BILLING DETAIL.** Each invoice submitted to Client Agency by Enterprise Services shall include information as is necessary for Client Agency to determine the exact nature of all expenditures. At a minimum, the invoice shall reference this *Agreement* and include the following:
- The date(s) such services were provided
 - Brief description of the services provided
 - Total invoice amount
- D. **BILLING ADDRESS.** Invoices shall be delivered to Client Agency electronically to:

Email: greg.wheeler@ci.bremerton.wa.us

5. **AGREEMENT MANAGEMENT.** The parties hereby designate the following *Agreement* administrators as the respective single points of contact for purposes of this *Agreement*, each of whom shall be the principal contact for business activities under this *Agreement*. The parties may change administrators by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Steve Bolinger, PE
Energy Project Manager
Energy Program
Washington Dept. of Enterprise Services
PO Box 41476
Olympia, WA 98504-1476
Tel: (360) 407-8167
Email: steve.bolinger@des.wa.gov

Client Agency

Attn: Greg Wheeler
Mayor
City of Bremerton
345 Sixth Street, Suite 100
Bremerton, WA 98337
Tel: (360) 473-5266
Email: greg.wheeler@ci.bremerton.wa.us

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

The Client Agency representative shall be responsible for working with Energy Program, approving billings and expenses submitted by Energy Program, and accepting any reports from Energy Program or ESCO.

The Energy Program representative shall be the contact person for all communications regarding the conduct of work under this *Agreement*.

6. RECORDS.

- A. **AGREEMENT AVAILABILITY.** Prior to its entry into force, this *Agreement* shall be posted on the parties' websites or other electronically retrievable public source as required by RCW 39.34.040.
- B. **RECORDS RETENTION.** Each party shall maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the services. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this *Agreement* or final payment for any service placed against this *Agreement*, whichever is later; Provided, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- C. **OWNERSHIP.** Records and other information, in any medium, furnished by one party to this *Agreement* to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third party without first providing notice to the other party and allowing ten (10) business days in which to file, at its sole expense, a motion seeking a protective order, or other legal action. Each party will utilize reasonable security procedures and protections to assure that records and information provided by the other party are not erroneously disclosed to third parties.
- D. **PUBLIC RECORDS.** This *Agreement* and all related records are subject to public disclosure as required by RCW 42.56, the Public Records Act (PRA). Neither party shall release any record that would, in the judgment of the party, be subject to an exemption from disclosure under the PRA, without first providing notice to the other party and allowing ten (10) business days in which to file, at its sole expense, a motion seeking a protective order, or other legal action.

- 7. **RESPONSIBILITY OF THE PARTIES.** Each party to this *Agreement* assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third party claims.
- 8. **DISPUTE RESOLUTION.** The parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this *Agreement* as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this *Agreement* while attempting to resolve any such dispute. If, however, a dispute persists regarding this *Agreement* and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall produce its description of the dispute in writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot

then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall abide by the Governor's dispute resolution process (RCW 43.17.330), if applicable, or collectively shall appoint a third party to evaluate and resolve the dispute and such dispute resolution shall be final and binding on the parties.

9. **TERMINATION FOR CONVENIENCE.** Except as otherwise provided in this *Agreement*, either party may terminate this *Agreement* upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this *Agreement* prior to the effective date of such termination.

10. **GENERAL PROVISIONS.**

- A. **COMPLIANCE WITH LAW.** The Parties shall comply with all applicable law.
- B. **INTEGRATED AGREEMENT.** This *Agreement* constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- C. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this *Agreement* may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- D. **AUTHORITY.** Each party to this *Agreement*, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this *Agreement* and that its execution, delivery, and performance of this *Agreement* has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- E. **NO AGENCY.** The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this *Agreement*. Neither party is an agent of the other party nor authorized to obligate it.
- F. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this *Agreement* shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- G. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this *Agreement*, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- H. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this *Agreement* in their entirety.
- I. **CAPTIONS & HEADINGS.** The captions and headings in this *Agreement* are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this *Agreement* nor the meaning of any provisions hereof.
- J. **ELECTRONIC SIGNATURES.** A signed copy of this *Agreement* or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this *Agreement* or such other ancillary agreement for all purposes.

K. COUNTERPARTS. This *Agreement* may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this *Agreement* at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this *Agreement*.

EXECUTED AND EFFECTIVE as of the date of the last signature.

CITY OF BREMERTON

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

By: _____

By: _____

Name: _____

Name: Kirsten G. Wilson, PE

Title: _____

Title: Energy Program Manager

Date: _____

Date: _____

ATTACHMENT A
PROJECT MANAGEMENT SERVICES SCOPE OF WORK
Energy/Utility Conservation Projects
Statewide Energy Performance Contracting Program

Energy Program will provide the following project management services for each specific project for the Client Agency. Each individual project shall be authorized by an amendment to this *Agreement*.

1. Assist the Client Agency in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
3. Assist in negotiating scope of work and fee for an ESCO audit of the facility(s).
4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.
5. Assist in negotiating the technical, financial and legal issues associated with ESCO's Energy Services Proposal.
6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.
7. Provide assistance during the design, construction and commissioning processes.
8. Review ESCO invoice voucher(s) received for reasonableness and forward to Client Agency for review and payment.
9. Assist with final project acceptance.
10. Assist in resolution of disputes with the ESCO that arise during this *Agreement*, not to include formal disputes.
11. Review up to the first three years of the ESCO's annual Measurement and Verification (M&V) reports for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and forward ESCO invoice vouchers for payment by the Client Agency.

ATTACHMENT B

PROJECT MANAGEMENT FEE SCHEDULE

2021-23 Interagency Reimbursement Costs for Project Management Fees to Administer Energy/Utility Conservation Projects

<u>TOTAL PROJECT VALUE</u>	<u>PROJECT MANAGEMENT FEE</u>	<u>TERMINATION FEE</u>
5,000,001..... 6,000,000.....	\$68,800.....	25,700
4,000,001... .. 5,000,000.....	67,700.....	25,400
3,000,001..... 4,000,000.....	66,700.....	25,000
2,000,001..... 3,000,000.....	62,500.....	23,400
1,500,001..... 2,000,000.....	58,300.....	21,800
1,000,001..... 1,500,000.....	51,600.....	19,300
900,001. 1,000,000.....	43,800.....	16,400
800,001..... .. 900,000.....	41,300.....	15,400
700,001..... .. 800,000.....	38,300.....	14,400
600,001..... .. 700,000.....	36,500.....	13,700
500,001..... .. 600,000.....	33,800.....	12,600
400,001..... .. 500,000.....	30,200.....	11,300
300,001..... .. 400,000.....	25,800.....	9,700
200,001..... .. 300,000.....	20,700.....	7,700
100,001..... .. 200,000.....	14,400.....	5,400
50,001..... .. 100,000.....	7,800.....	3,500
20,001..... .. 50,000.....	4,200.....	2,000

The project management fee on projects over \$6,000,000 is 1.15% of the project cost. The maximum Energy Program termination fee is \$25,700.

1. These fees cover project management services for energy/utility conservation projects managed by Enterprise Services' Energy Program.
2. Termination fees cover the selection and project management costs associated with managing an ESCO's investment grade audit and energy services proposal. No termination fee will be charged unless Client Agency decided not to proceed to construction based on an energy services proposal that identifies projects that met Client Agency's cost effectiveness criteria.
3. If the project meets Client Agency's cost effectiveness criteria and Client Agency decides not to move forward with a project, then Client Agency will be invoiced per the above listed Termination Fee or \$25,700 whichever is less. If Client Agency decides to proceed with the project then the *Agreement* will be amended to include the Project Management Fee listed above.
4. If the audit fails to produce a project that meets Client Agency's established cost effectiveness criteria, then there is no cost to Client Agency and no further obligation by Client Agency.

ATTACHMENT C
MEASUREMENT & VERIFICATION SERVICES SCOPE OF WORK
Energy/Utility Conservation Projects
Statewide Energy Performance Contracting Program

If requested, Energy Program will provide the following measurement and verification services for each year beyond the first three years following the Notice of Commencement of Energy Cost Savings by the ESCO for the specific Client Agency project:

1. Review the ESCO's annual Measurement and Verification report for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and forward any ESCO invoice vouchers for payment by the Client Agency.
2. Where necessary, review Client Agency facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use with the ESCO and Client Agency that may impact achieved energy savings.
3. Attend a meeting or meetings with Client Agency and ESCO to review and discuss the annual Measurement and Verification report.

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

3J

SUBJECT:

Agreement with WA State Department of
Enterprise Services for Investment Grade
Audit of the Eastside Treatment Plant

Study Session Date:	September 14, 2022
COUNCIL MEETING Date:	September 21, 2022
Department:	PW&U
Presenter:	Eric Burris
Phone:	(360) 473-5448

SUMMARY: The State of Washington has a contracting program for public agencies that provides contract and project management oversight of capital projects with a focus on energy conservation. This program, known as the Energy Savings Performance Contracting (ESPC) program, is authorized under RCW 39.35 and managed by Washington State Department of Enterprise Services (DES). The City is participating in this program to perform an investment grade audit (IGA) of the Eastside Treatment Plant, with a particular focus on the ultraviolet disinfection system. The expectation is that an equipment upgrade of this system would qualify for replacement under the ESPC. The City has selected Trane, Inc., to perform the audit. Trane is one of 14 companies that have been pre-qualified by DES to perform this type of work. The City used this program in 2018, working with Trane and DES, for substantial upgrades at Sewage Pump Station CE-1.

Upon execution of this agreement with DES, DES will execute the Energy Services Authorization with Trane on the City's behalf to proceed with the IGA; the fee for the audit is \$373,562. It is expected this work would form the basis of a follow-on design build to upgrade the equipment.

ATTACHMENTS: 1) Agreement No. 2023-019 A(1) between DES and Bremerton; 2) Energy Services Authorization No. 2023-019 A(1); 3) Trane scope and fee proposal for IGA at Eastside Treatment Plant.

FISCAL IMPACTS (Include Budgeted Amount): This project is budgeted for \$500,000 in 2023 and \$4,000,000 in 2024.

STUDY SESSION AGENDA:

☒ Limited Presentation

☐ Full Presentation

STUDY SESSION ACTION:

☒ Consent Agenda

☐ General Business

☐ Public Hearing

RECOMMENDED MOTION: Move to approve Agreement No. 2023-019 A(1) between the Washington State Department of Enterprise Services and the City of Bremerton, and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.

COUNCIL ACTION:

☐ Approve

☐ Deny

☐ Table

☐ Continue

☐ No Action



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501
PO Box 41476, Olympia, WA 98504-1476

July 21, 2022

TO: Greg Wheeler, City of Bremerton

FROM: Kim Obi, Contracts Specialist, (360) 407-8273

RE Agreement No. 2023-019 A (1)
Investment Grade Audit – City of Bremerton Eastside Treatment Plan Upgrade

IAA No. K7699

Trane U.S., Inc.

SUBJECT: Funding Approval

The Dept. of Enterprise Services (DES), Energy Program, requires funding approval for the above referenced contract documents. The amount required is as follows:

ESCO Audit	<u>\$373,562.00</u>
Total Funding	\$373,562.00

In accordance with the provisions of RCW 43.88, the signature affixed below certifies to the DES Energy Program that the above identified funds are appropriated, allotted or that funding will be obtained from other sources available to the using client/agency. The using/client agency bears the liability for any issues related to the funding for this project

By _____
Name / Title Date

Please sign and return this form to E&AS. If you have any questions, please call me.

2023019Aagrfundko

ENERGY SERVICES AUTHORIZATION NO. 2023-019 A (1)
Detailed Investment Grade Energy Audit & Energy Services Proposal Agreement
City of Bremerton
City of Bremerton Eastside Treatment Plant Upgrades
July 21, 2022
MASTER ENERGY SERVICES AGREEMENT NO. 2021-121 L (12)

The Owner and the Energy Services Company (ESCO) named below do hereby enter into this Authorization under terms described in the following sections:

Authorization to Proceed
Compensation for Energy Services

Project Conditions

I. AUTHORIZATION TO PROCEED:

Energy Services Company:

Owner:

Trane U.S., Inc.
2333 158th Court NE
Bellevue, WA 98008
Telephone No. (425) 503-9958
Fax No. (425) 643-4314
E-Mail jon.donahue@trane.com

City of Bremerton
acting through the
Department of Enterprise Services
Energy Program
PO Box 41476
Olympia, WA 98504

By _____
Name _____
Title _____
Date _____

By _____
Name Kirsten G. Wilson, PE
Title Energy Program Manager
Date _____

State of Washington Contractor's License No. TRANE**934RE
State of Washington Revenue Registration No. 409 002 086
MWBE Certification No. _____

II. COMPENSATION FOR ENERGY SERVICES:

Basic Services	COMPENSATION
Energy Audit and Energy Services Proposal	\$ 373,562.00
Grand Total (plus WSST as applicable)	\$ 373,562.00

III. PROJECT CONDITIONS:

The Project Conditions contained in the Master Energy Services Agreement will be used unless specifically changed herein. The cost effectiveness criteria for this project are per the Trane U.S., Inc. proposal dated July 12, 2022.

IV. SCOPE OF WORK:

Per the ESCO proposal dated July 12, 2022, conduct a Detailed Investment Grade Energy Audit of City of Bremerton, Eastside Treatment Plant, to identify cost effective energy conservation measures and present a written Energy Services Proposal, including all energy audit documentation. The ESCO shall prepare the final Energy Services Proposal, detailing the actual energy services and ESCO equipment to be provided, energy savings and cost guarantees, measurement and verification plans, and commissioning plans for the proposed measures. Measures will include items that save energy, water and other resources. The Cost Effectiveness Criteria for this project shall be as established in the Master Energy Services Agreement or as modified in Section III above.

V. SCHEDULE FOR COMPLETION

Final completion of the Energy Audit and Energy Services Proposal within 210 calendar days after Authorization to Proceed.

2023019Aagrko



City of Bremerton, Phase 4
Investment Grade Audit Proposal, Eastside Treatment Plant

July 12, 2022
Mr. Steve Bolinger
Department of Enterprise Services
1500 Jefferson Street SE
PO Box 41476
Olympia, WA 98504-1476

SUBJECT: Detailed Investment Grade Audit Fee Proposal
City of Bremerton ETP – Phase 4 Eastside Treatment Plant Upgrades

Dear Steve:

We are pleased to submit this Investment Grade Audit (IGA) Proposal for energy improvements at City of Bremerton's Eastside Treatment Plant (ETP). This project will replace existing equipment for UV Disinfection Operations. Trane will provide IGA level engineering services, project development, cost estimating, energy/operational savings calculations, pre-retrofit measurement and verification, support with grant applications if applicable, and coordination with the utility provider if applicable for the subject project in accordance with the following:

Trane will undertake a detailed Investment Grade Audit (IGA) of specific systems within the ETP. The primary focus of the IGA includes the elements listed below to assemble a project that meets the defined cost effectiveness criteria, achieves the operational goals of the City, and may be submitted for applicable utility incentives and grants.

Primary IGA Focus/Scope of Work

The Energy Conservation Measures (ECMs) to be studied as part of this IGA are summarized below.

ECM-1. Upgrade Eastside Treatment Plant UV System:

The intent of this measure is to replace the existing aging UV system and control panels with new energy efficient equipment. The ETP has experienced operational challenges including sand carryover from the clarification basin, significant foaming in the upstream channel of the UV system, issues with the turbidity monitoring based control system, and communication problems within the UV control system. The measure will replace the Trojan UV System, main control panel (UVCP), Actiflo control panel (HRCCP), and EPCP Panel. The IGA assumes the UV system will be located in the existing disinfection facility. Trane will select a new UV system with adequate capacity for the plant and that optimizes future energy use and maintenance costs.

1. Scope of Work Development

- a. Procure and manage sub-consultants
- b. Trane will prepare a preliminary scope narrative to include catalog information, technical specifications for selected equipment, and a description of the suggested construction phasing plan.
- c. Trane will conduct site visits as necessary to review current conditions and identify potential conflicts.
- d. Trane will prepare a work scope narrative to be used, in place of specifications, with the preliminary design drawings for bidding the ETP upgrades. The work scope narrative will consist of an overall description, a list and description of major work items and equipment, a general control narrative description, an overall description of suggested construction phasing, and an overview of electrical and control requirements and instruments.
- e. Trane will work with Puget Sound Energy (PSE) to evaluate energy savings and identify any applicable utility incentives. Trane will work with the City to quantify any material and labor savings, as applicable, and provide input on the anticipated enhancements of improved performance and efficiency.
- f. The final preliminary design documents are estimated to be approximately 30% and will include the following drawings, however the actual drawing index may vary during the course of the IGA. The preliminary design effort will include the following elements;



Sheet No.	Drawing No.	Drawing Name
1	G-1	Cover Sheet
2	G-2	Sheet Index and General Notes
3	G-3	Existing Site Plan
4	C-1	Hydraulic Profile and Design Criteria
5	C-1	Civil Notes
6	C-2	Proposed Civil Plan
7	M-1	Mechanical Notes
8	M-2	Mechanical Demo Plan
9	M-3	Mechanical Plan
10	M-4	Mechanical Sections
11	S-1	Structural Notes
12	S-2	Structural Demo Plan
13	S-3	Structural Plan
14	S-4	Structural Sections
15	P- 1	P&ID – 1
16	E-1	Electrical – Legends, Symbols, and Abbreviations 1
17	E-2	Electrical – Legends, Symbols, and Abbreviations 2
18	E-3	Electrical – Area Plan
19	E-4	Electrical – Site Plan
20	E-5	Electrical Plan – One Line Diagram Existing and New
21	E-6	Electrical Plan – UV Area Demo 1
22	E-7	Electrical Plan – UV Area Demo 2
23	E-8	Electrical Plan – Electrical Room Demo
24	E-9	Electrical Plan – Electrical Room Proposed
25	E-10	Electrical Plan – UV Area Sheet 1
26	E-11	Electrical Plan – UV Area Sheet 2
27	E-12	Electrical Plan – Mixer VFD Install
28	E-15	Electrical – Circuit Schedule Sheet 1
29	E-16	Electrical – Circuit Schedule Sheet 2
30	E-23	Electrical – Standard Details Sheet 1
31	E-24	Electrical – Standard Details Sheet 2
32	I-1	Instrumentation and Control Legends, Symbols, and reviations
33	I-2	SCADA Network Diagram
34	I-3	HRCCP – Demo Sheet 1
35	I-4	HRCCP – Demo Sheet 2
36	I-5	HRCCP – New Panel Arrangement
37	I-6	HRCCP – New BOM
38	I-7	HRCCP – New Power and Fusing
39	I-14	EPCD Demo Sheet 1



40	I-15	EPCD Demo Sheet 2
41	I-16	EPCD New Panel Arrangement
42	I-17	EPCD New BOM
43	I-18	EPCD New Power and Fusing

- g. Conduct a design workshop with the City and DES to review design features, equipment options, and operational requirements
- h. Conduct meetings and site visits throughout the IGA as needed to provide information to the City and DES at key points: a preliminary design workshop (described under item b), site visits to create the preliminary scope documents, preliminary design review meeting with the City and DES, a formal pre-bid meeting and contractor site walk, and presentation of guaranteed cost and savings.

2. Energy/Operational Savings Calculations

- a. Calculate energy and operational savings for the ECM listed above
- b. Create pre- and post-retrofit measurement and verification plan
- c. Coordinate with City regarding historical operational costs
- d. Implement pre-retrofit M&V activities
- e. Coordinate with local utility provider regarding applicable incentives

3. Cost Estimating

- a. Create RFP documents, receive and review proposals, determine costing per trade
- b. Coordinate subcontractor site visits, respond to bidder questions, evaluate proposals, prepare GMAX costing and financial analysis
- c. Prepare project financial analysis, review project scope, financing options, and pricing with City and DES, and develop final guaranteed maximum project pricing and project financial pro forma

4. Pre-Construction

- a. Coordinate with subcontractors and vendors post-Energy Services Proposal and in advance of the Notice to Proceed.
- b. Develop construction schedule with City
- c. Review and route contract documents
- d. Review construction logistics with City
- e. Develop preliminary safety plan and identify safety requirements for the RFP

5. IGA progress meetings with the DES and City as required.

Assumptions:

- a. City staff will provide requested information in a timely manner to the extent that the information is available.
- b. Trane will design around one equipment make and model for all improvements associated with the ETP.
- c. Preliminary design drawings will be developed under this initial scope of work to convey the design concepts and construction requirements to the extent necessary for experienced construction contractors to provide firm fixed-price bids.

Trane will present to City and Department of Enterprise Services (DES) a written Energy Services Proposal (ESP), including the IGA documentation. The ESP will set forth at least the following:

- 1. A description of the Facility and a description of those buildings and systems which shall receive Trane Equipment and Trane Services;
- 2. The Cost Effective EEMs to be installed or caused to be installed by Trane and a description of the EEMs analyzed but disqualified under the cost effectiveness criteria.



3. The services that Trane will perform or cause to be performed on or in the Facility, including but not limited to engineering, construction management, the operations and maintenance procedures for use on Trane Equipment, training for Facility personnel, providing warranty service, and equipment maintenance;
4. The Guaranteed Maximum Project Cost, itemized in detail (including but not limited to: labor, material and equipment, Construction Contingency, performance bond, design, construction management, and overhead and profit), which may be amended to represent actual costs;
5. Recommendations for replacement of Existing Equipment, along with recommendations for improvements to Existing Equipment and Operating Conditions;
6. The standards of comfort and service appropriate for the Facility;
7. The Baseline Energy Consumption for the Facility, including the data, methodology and variables used to compute the Baseline, and the Baseline calendar period which shall not be less than twelve (12) months, and must be multiples of (12) months if longer than (12) months;
8. The Guaranteed Energy Savings and estimated Energy Cost Savings that are expected to result from the installation of Trane Equipment and from Trane Service. Include an explanation of the method(s) used to determine energy savings and utility rate assumptions used to calculate the cost savings;
9. The method by which Energy Savings and Energy Cost Savings will be calculated during the term of the Energy Services Authorization;
10. A description of how Trane will finance its acquisition of Trane Equipment and when title to Trane Equipment will pass to the Owner;
11. A description of how Energy Savings will be guaranteed by Trane;
12. A description of how Trane proposes to be compensated;
13. The term of the Energy Services Authorization;
14. The Termination Value for each year during the term of the Energy Services Authorization;
15. The schedule for project completion;
16. The nature and extent of the Work and equipment that Trane anticipates it will receive from other firms under subcontract;
17. A project-specific Diverse Business Inclusion Plan (Inclusion Plan), when applicable and where constraints or other factors prevent Trane from applying its pre-submitted Diverse Business Inclusion Plan to the Work.
18. Trane's Measurement and Verification (M&V) Plan for documenting energy savings, including specifying utility rates to be used, methodology, post-construction equipment adjustment and any recommendation to continue or discontinue M&V reporting beyond the first twelve months post-installation, consistent with the International Performance Measurement and Verification Protocol (IPMVP), specifying how the cost of M&V was determined;
19. A list of applicable building, mechanical, energy or other pertinent state and local codes that may impact the project costs.

City Responsibilities:

1. Provide access to record drawings, O&M data, submittals, startup reports, etc. as required to allow Trane to fully develop the baseline operation of the existing systems to be studied.
2. Provide access to 24 - 36 months of historical utility data (electricity, natural gas, water, and sewer).
3. Provide access to staff and occupants with knowledge of history and operation of the systems to be studied as part of this IGA.
4. Provide access to the sites, buildings and systems to be studied as required.
5. Provide access to City stakeholders during the IGA phase.



Fixed Fee for IGA (all fees subject to WSST):

Murray Smith Design Fee:.....	\$332,182
Trane Technologies Project Development:.....	<u>\$41,380</u>
Total Fixed IGA Fee:	\$373,562

Cost Effectiveness Criteria:

The cost of the Investment Grade Audit will be rolled into the final cost of the project should the City proceed with implementation of the subject project. Should Trane complete the scope outlined in this IGA Proposal and identify a project that meets the identified Cost Effectiveness Criteria, and the City chooses not to implement subject project with Trane, the City will reimburse Trane the entire IGA fee within 60 days after the submission of the ESP. If Trane is unable to identify a project that meets the identified Cost Effectiveness Criteria, the City will not be financially obligated to Trane for the Investment Grade Audit.

The cost effectiveness criteria for this IGA is divided into two categories, Technical and Financial. Trane will provide the following to the City as part of the IGA and future construction of selected ECM's.

- Technical: Use equipment specified during the IGA, risk transfer to Trane, guaranteed maximum price and minimum energy savings identified prior to construction start, replace aging infrastructure, improve operation and reduce maintenance burden.
- Financial: The ESP will demonstrate that the project is lifecycle cost effective (LCCA) over the expected life of the installed equipment and infrastructure. Since energy savings for this project is small compared to total project cost the typical LCCA formula does not apply. Lifecycle cost effectiveness will be defined by the following formula, where deferred capital cost is equal to the replacement cost of the existing UV system and control panels. $LLCA = (\text{total project cost} - \text{utility incentives} - \text{grants} - \text{deferred capital cost}) / (\text{annual energy} + \text{maintenance savings})$. In addition, Trane will complete energy and maintenance savings calculations assuming an elevated baseline for future projected flows and plant loadings.

Schedule for IGA Services:

Substantial completion of this IGA will be within 210 days, and full completion within 270 days, of Notice to Proceed.

We at Trane appreciate the opportunity to provide these services. If this IGA proposal is satisfactory, please forward contract documents.

Sincerely,

Angie Estey
Senior Account Executive
Trane Technologies



Date: 7/12/2022
Created by: G. Stinson

City of Bremerton Ph 4 Eastside Treatment Plant - Hours by Task

Attachment B: IGA Matrix - Phase 1

Investment Grade Audit Task	Sales Exec	Account Mgr	Development Leader	Development Engineer	Energy Eng./ M&V Tech.	Estimator/ Proj. Manager	Murray Smith			Total Hours
Investment Grade Audit										
Internal IGA Kickoff/Resource Planning			1	1			9			11
IGA Phase Kickoff Meeting W/ Owner & DES			3	3						6
Invoices/Status Reports							23			23
Procure and Manage Subconsultant				10		2	14			26
MS Coordination with Trane							14			14
Development of PM Plan for IGA							15			15
Decision Log							14			14
Preliminary Design Plans							190			190
Preliminary Scope Narrative							58			58
Preliminary Design Review Workshop							16			16
Final Preliminary Design Submittal							73			73
Design Review/RFP Development/Site Walks				20		8				28
Design QA/QC			5.5	6			30			41.5
Contractor Selection Support							33			33
Final Design Scoping and Fee Development						5	22			27
Energy Savings Calculations/Utility Coord.				10						10
Bid Acceptance and Review				4		32				36
Develop M&V Plan, DES Review				4						4
Pre-Retrofit M&V Measurement				2						2
Construction Schedule/Project Logistics				4		8				12
Internal LOA Review			1	1		4				6
GMAX Workshop With Owner and DES			1	4						5
Develop/Submit Energy Services Proposal			2	8		8				18
ESP Review Session, Revise ESP as Required			2	4		2				8
Murray Smith Sub Consultants							456			456
	Sales Exec	Account Exec	Development Leader	Development Engineer	Energy Eng./ M&V Tech.	Estimator/ Proj. Manager	Murray Smith	Admin.		Total Hours
Subtotal Hours	0	0	15.5	81	0	69	967	0		1132.5

Trane	\$	41,380
Murray Smith & SubHours	\$	277,379
Travel & Expenses	\$	4,132
OH&P (18%)	\$	50,672
Total IGA Fee	\$	373,563

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

3K

SUBJECT:

Public Works Agreement with Air Management Solutions, LLC for Installation of Upgraded HVAC systems at the Wastewater Treatment Plant Administration Building

Study Session Date: September 14, 2022
COUNCIL MEETING Date: September 21, 2022
Department: Public Works & Utilities
Presenter: Eric Burris
Phone: (360) 473-5448

SUMMARY:

The City has requested bids for the upgrade of the Waste Water Treatment Plant Admin building HVAC systems. Five (5) contractors were invited to bid. Only one contractor responded. The City requests contract approval with Air Management Solutions, LLC in the amount of \$107,590.00; \$117,488.28 including sales tax.

ATTACHMENTS:

- 1) Contract with AMS for the installation of the upgraded HVAC systems

FISCAL IMPACTS (Include Budgeted Amount): This project is included in the Wastewater Capital budget.

STUDY SESSION AGENDA:

☒ Limited Presentation

☐ Full Presentation

STUDY SESSION ACTION:

☒ Consent Agenda

☐ General Business

☐ Public Hearing

RECOMMENDED MOTION:

Move to approve the contract between Air Management Solutions, LLC and the City of Bremerton in the amount not to exceed \$117,488.28, including sales tax; and authorize the Mayor to finalize and execute the contracts with substantially the same terms and conditions presented.

COUNCIL ACTION:

☐ Approve

☐ Deny

☐ Table

☐ Continue

☐ No Action

PUBLIC WORKS AGREEMENT

Per the result of the THIS AGREEMENT is entered into between the City of Bremerton, a Washington Municipal Corporation ("City"), and Air Management Solutions, LLC License no. AIRMAMS954Q2 ("Contractor"), whose mailing address is 5822 W Werner Road, Bremerton, WA 98312.

The parties agree as follows:

1. CONTRACTOR SERVICES. The Contractor shall perform the following services for the City: HVAC upgrade to WWTP Admin Building #900 as outlined in Exhibit A: Quote no. Q21.2345PW revised

2. TIME OF COMPLETION. Contractor shall complete the work within 180 calendar days from the date of issuance of the City's Notice to Proceed.

3. COMPENSATION. The City shall pay the Contractor the total amount of \$107,590.00, plus any applicable Washington State Sales Tax, for the work and services contemplated in this agreement. The Contractor shall invoice the City monthly. The City will pay for the portion of the work described in the invoice that has been completed by the Contractor and approved by the City. The City payment shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

- A. Retainage. In lieu of bonds, the City shall hold back a retainage in the amount of ten percent (10%) of any and all payments made to contractor for a period of thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor & Industries and until settlement of any liens filed under Chapter 60.28 RCW, whichever is later.
- C. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this agreement; and extra work and materials furnished without the City's written approval. If Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct the cost to complete the Contract work, including any Additional Costs, from any and all amounts due or to become due the Contractor.

- D. Final Payment: Waiver of Claims. THE MAKING OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL PRECLUDE ALL CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

4. INDEPENDENT CONTRACTOR. Contractor is and shall be at all times acting as an independent contractor and not as an employee of the City. The Contractor shall secure at its expense, and shall be responsible for all payments of income tax, social security, state disability insurance compensation, unemployment compensation, and all other payroll deductions for the Contractor, officer, agents, employees and sub-contractors. The Contractor shall also secure all applicable business licenses, if required, in connection with the contract services, including all required licenses for Contractor's officers, agents, employees and sub-contractors.

5. TERMINATION. The City may terminate this agreement for good cause. "Good cause" shall include, without limitation, any one or more of the following events:

- A. The Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the Contract work.
- B. The Contractor's failure to complete the work within the time specified in this agreement.
- C. The Contractor's failure to make full and prompt payment to sub-contractors or for material or labor.
- D. The Contractor's persistent disregard of federal, state or local laws, rules or regulations.
- E. The Contractor's filing for bankruptcy or becoming adjudged bankrupt.

If the City terminates this agreement for good cause, the Contractor shall not receive any further monies due under this agreement until the Contract work is completed.

6. PREVAILING WAGES. Contractor shall file a "Statement of Intent to Pay Prevailing Wages" with the State of Washington Department of Labor & Industries prior to commencing the Contract work. Contractor shall pay prevailing wages and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. Contractor will be required to pay Kitsap County Prevailing Wage Rates current on the bid opening date. The Kitsap County rates are available at the Department of Labor and Industries website.

7. CHANGES. The City may issue a written work change directive for any change in the Contract work during the performance of this agreement. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the City's project manager within two (2) business days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving a written work change directive or change order from the City. If the Contractor fails to require a change order within the time allowed, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided below:

A. Procedure and Protest by the Contractor. If the Contractor disagrees with anything required by a work change directive or change order, including any direction, instruction, interpretation, or determination by the City, the Contractor shall:

1. Immediately give a signed written notice of protest to the City;
2. Supplement the written protest within fourteen (14) calendar days with a written statement that provides the following information:
 - a. The date of the Contract's protest.
 - b. The nature and circumstances that caused the protest.
 - c. The provisions in this agreement that support the protest.
 - d. The estimated dollar cost, if any, of the protested work and how that estimate was determined.
 - e. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

The Contractor shall keep complete records of extra costs and time incurred as a result of the protested work. The City shall have access to any of the Contractor's records needed for evaluating the protest.

3. The City will evaluate all protests, provided the procedures in this section are followed. If the City determines that a protest is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

- B. Contractor's Duty to Complete Protested Work. In spite of any protest, the Contractor shall proceed promptly with the work as the City has ordered.
- C. Contractor's Acceptance of Changes. The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.
- D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written order (including directions, instructions, interpretations, and determination).
- E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written order (including directions, instructions, interpretations, and determination).
- F. Liens. In the event that there are any liens on file against the City of Bremerton, the City of Bremerton shall be entitled to withhold final or progress payments to the extent deemed necessary by the City of Bremerton to properly protect the outstanding lien claimants until proper releases have been filed with the City Clerk

8. CLAIMS. The Contractor shall give written notice to the City of all claims other than change orders within fourteen (14) calendar days of the occurrence of the events giving rise to the claims. Any claim for damages, additional payment for any reason, or extension of time, whether under this agreement or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this agreement; or, if (and only if) no such provision is applicable, unless that claim is set forth in detail in writing and received by the City within seven (7) calendar days from the date Contractor knew, or should have known, of the facts giving rise to the claim. At a minimum, a Contractor's written claim must include the information set forth regarding protests in Section 7.A.2.a.-e.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

Contractor must, in any event, file any claim or bring any suit arising from or connected with this agreement within 120 calendar days from the date the contract work is complete.

9. WARRANTY. The Contractor shall correct all defects in workmanship and materials within one year from the date of the City's acceptance of the Contract work. When defects are corrected, the warranty for that portion of the work shall extend for one year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

10. INDEMNIFICATION. Contractor shall defend, indemnify and hold the City, its officer, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including all legal costs and attorney fees, arising out of or in connection with the performance of this agreement, except for injuries and damages caused by the City's sole negligence.

The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this 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 Contractor and the City, its officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THIS INDEMNIFICATION CONSTITUTES THE CONTRACTOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSE OF THIS INDEMNIFICATION. THE PARTIES ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The provisions of this section shall survive the expiration or termination of this agreement.

11. INSURANCE. The Contractor shall procure and maintain for the duration of this agreement insurance of the types and in the amounts described below against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the Contractor, its agents, representative, employees, sub-consultants or sub-contractors.

Before beginning work on the project described in this agreement, the Contractor shall provide a Certificate of Insurance evidencing:

- A. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and

- B. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 general aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; explosion, collapse and underground (XCU); and
- C. Excess Liability insurance with limits not less than \$1,000,000 per occurrence and aggregate; and
- B. Workers Compensation insurance as statutorily required by the Industrial Insurance Act of the State of Washington, Title 51, Revised Code of Washington and employer's liability with limits not less than \$1,000,000.

Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

The City, its officials, employees, agents and volunteers shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Contractor and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance.

The Contractor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

The Consultant's insurance shall be primary and non-contributory insurance as respects the City and shall contain a waiver of subrogation against the City for claims arising out of any operations, liabilities and obligations to which coverage applies. It shall be an affirmative obligation upon Consultant to advise the City's Risk Manager by fax at (360) 473-5161, or by certified mail, return receipt requested to City of Bremerton, attn: Risk Management, 345 6th Street, Suite 100, Bremerton, WA 98337 within two days of the cancellation, suspension or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.

The City reserves the right to receive a certified copy of all the required insurance policies. In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this Agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above. The Contractor shall, upon demand of the City, deliver to the City copies of such policy or policies of insurance and the receipts for payment of premiums thereon.

12. MISCELLANEOUS.

A. Equal Employment Opportunity Statement. In the hiring of employees for the performance of work under this Agreement, the Contractor, its subcontractors, or any person

acting on behalf of Contractor shall not discriminate in any employment practice on the basis of age (40+), sex, race, creed, color, national origin, sexual orientation/gender identity, marital status, military status, or the presence of any physical, mental or sensory disability.

B. ADA Statement. The City of Bremerton does not discriminate on the basis of disability in programs and activities, which it operates pursuant to the requirements of the Americans with Disabilities Act of 1990, and ADA Amendments Act. This policy extends to both employment and admission to participation in the programs, services and activities of the City of Bremerton. Reasonable accommodation for employees or applicants for employment will be provided.

C. Compliance with Laws. Contractor shall comply with all federal, state and local laws, rules and regulations throughout every aspect in the performance of this agreement.

D. Work Performed at Contractor's Risk. Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of this agreement. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

E. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the terms and rights contained herein, or to exercise any option herein conferred in one or more instances, shall not be constructed to be a waiver or relinquishment of those terms and rights and they shall remain in full force and effect

F. Governing Law. This agreement shall be governed and construed in accordance with the laws of the State of Washington. If any dispute arises between the City and Contractor under any of the provisions of this agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the Kitsap County Superior Court, Kitsap County, Washington.

G. Attorney's Fees. To the extent not inconsistent with RCW 39.04.240, in any claim or lawsuit for damages arising from the parties' performance of this agreement, each party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit the City's right to indemnification under Section 10 of this agreement.

H. Written Notice. All communications regarding this agreement shall be sent to the parties at the addresses listed on the signature page of this agreement, unless otherwise notified. Any written notice shall become effective upon delivery, but in any event three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated on this agreement.

I. Assignment. Any assignment of this agreement by the Contractor without the written consent of the City shall be void.

J. 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 Contractor.

K. Severability. If any one or more sections, sub-sections, or sentences of this agreement are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this agreement and the remainder shall remain in full force and effect.

L. Entire Agreement. The written provisions and terms of this agreement, together with any attached Exhibits, supersede all prior verbal statements by any representative of the City, and those statements shall not be construed as forming a part of or altering in any manner this agreement. This agreement and any attached Exhibits contain the entire agreement between the parties. Should any language in any Exhibit to this agreement conflict with any language contained in this agreement, the terms of this agreement shall prevail.

M. Mutually Bound. Contractor and Subcontractor are mutually bound by the terms of this agreement. Terms of this agreement will apply to the work of any subcontractor. The Contractor shall assume toward the subcontractor all obligations and responsibilities the Owner, under this agreement, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities which the Contractor, under this agreement, assumes towards the Owner.

IN WITNESS WHEREOF, the parties below have executed this agreement.

AIR MANAGEMENT SOLUTIONS, LLC

THE CITY OF BREMERTON

Print Name: _____
Title: _____

Print Name: _____
Title: _____

DATE _____

DATE _____

Notices to be sent to:

Notices to be sent to:

CONTRACTOR:

CITY OF BREMERTON:

CONTRACTOR:

CITY OF BREMERTON:

Scott Ablitt
AMS, LLC
5822 W. Werner Road
Bremerton, WA 98312 _____

Contracts Administrator
City of Bremerton
345 6th Street, Suite 100
Bremerton, WA 98337
(360) 473-5306

APPROVED AS TO FORM:

Kylie J. Finnell
Bremerton City Attorney

ATTEST:

Angela Hoover, City Clerk



Q21.2345PW

Date: July 27, 2022

To: Bremerton Wastewater
1600 Oyster Bay S.
Bremerton, WA 98312

Attn: Travis Olson

Re: HVAC installation @ Wastewater treatment plant Bremerton.

Air Management Solutions LLC proposes to provide the equipment, labor, and materials to fulfill the below scope of work.

NOTE: This quote includes electrical subcontractor Mathews Electric

Scope of work:

Provide labor and material for the installation of three Mitsubishi MXZ heat pump systems as outlined below. NOTE THIS SYSTEM WILL NOT PROVIDE SIMULTANEOUS CONTROL OF THE COOLING OR HEATING. THIS WILL BE A HEAT PUMP SYSTEM THAT PROVIDES EITHER HEATING OR COOLING.

- **System one third floor east.**
- One 4-ton condensing unit to be set on roof and piped through vent on roof to distribution box location will be in hallway above ceiling.
- One 1.5-ton ceiling cassette to be installed in the break room.
- One 1.5-ton wall unit to be installed in the control room.
- One .5-ton wall mount to be installed in east office.
- **System two third floor west.**
- One 4-ton condensing unit to be set on roof and piped through vent on roof to distribution box location will be in hallway above ceiling.
- One 2-ton ceiling cassette to be installed in the lobby.
- One 3/4-ton wall unit to be installed in the west office.
- two .5-ton wall mount to be installed in west offices.
- **System three second floor restrooms and hallway.**
- One 3 ton condensing unit to be set ground level west side next to the other condensing unit.
- distribution box location will be in room behind condensing unit. Location will be set at ceiling height or below.
- Three 1-ton wall mount units one in hallway the other two one in each restroom.

AMS Quote Price (equipment and labor): \$76,850.00

Mathews Electric (material and labor): \$30,740.00

Total Project: \$107,590.00 (Plus Sales Tax)

ADDRESS	PHONE
5822 West Werner Road	360-479-6500
Bremerton, WA 98312	FAX
WEBSITE	360-479-6506
www.AirManagementSolutionsLLC.com	

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

3L

SUBJECT: Ordinance No. 5457 amending
Chapter 2.50 of the Bremerton Municipal
Code entitled "Management and
Professional Staff Compensation Program"

Study Session Date:	<u>September 14, 2022</u>
COUNCIL MEETING Date:	<u>September 21, 2022</u>
Department:	<u>Finance</u>
Presenter:	<u>Mike Riley</u>
Phone:	<u>(360) 473-5303</u>

SUMMARY: The proposed ordinance amends the following Sections of Chapter 2.50 of the Bremerton Municipal Code entitled "Management and Professional Staff Compensation Program":

- Section 2.50.010(c) relating to the City's non-discrimination statement (*Amendment was requested following the Council's Study Session review*)
- Section 2.50.032 (a) to allow Department Heads to hire employees above Rate 1 with the approval of the Mayor.
- Section 2.50.070 (a) to allow for a medical stipend in lieu of medical coverage at the same amount that is made available to represented employees included in the same retirement system in which they belong.

ATTACHMENTS:
Ordinance No. 5457

FISCAL IMPACTS (Include Budgeted Amount):

STUDY SESSION AGENDA: ☒ Limited Presentation ☐ Full Presentation

STUDY SESSION ACTION: ☒ Consent Agenda ☐ General Business ☐ Public Hearing

RECOMMENDED MOTION:

Move to pass Ordinance No. 5457 amending Chapter 2.50 of the Bremerton Municipal Code entitled "Management and Professional Staff Compensation Program".

COUNCIL ACTION: ☐ Approve ☐ Deny ☐ Table ☐ Continue ☐ No Action

ORDINANCE NO. 5457

AN ORDINANCE of the City Council of the City of Bremerton, Washington, amending Chapter 2.50 of the Bremerton Municipal Code entitled "Management and Professional Staff Compensation Program."

WHEREAS, the City Council desires to amend provisions of Section 2.50.010 relating to the City's non-discrimination statement; and

WHEREAS, the City Council desires to amend provisions of Section 2.50.032 relating to setting the salary rate for management and professional employees at hire; and

WHEREAS, the City Council desires to amend provisions of Section 2.50.070 relating to the amount of the medical stipend in lieu of enrolling in a medical plan; NOW THEREFORE,

THE CITY COUNCIL OF THE CITY OF BREMERTON, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Chapter 2.50 of the Bremerton Municipal Code entitled "Management and Professional Staff Compensation Program" is hereby amended to read as follows:

Chapter 2.50 MANAGEMENT AND PROFESSIONAL STAFF COMPENSATION PROGRAM

2.50.010 POLICY STATEMENT.

(a) It is the policy of the City of Bremerton to provide a management and professional compensation program which enables the City to employ staff who possess the necessary skills and abilities to effectively:

- (1) Manage the delivery of existing City services and the provision of essential municipal government support functions;
- (2) Evaluate and plan future service needs;
- (3) Advise and support the policy-making activities of the City's elected officials; and
- (4) Implement policy changes enacted by the elected representatives of the citizens of Bremerton.

(b) It is also the policy of the City of Bremerton to structure the classification and compensation program for management and professional staff in a manner which assures that:

- (1) The actual duties assigned to a classification are appropriate to the assigned level of responsibility;
- (2) Compensation levels are consistent with the level of responsibilities assumed by staff and appropriate to the City's financial circumstances;

(3) Individual salary rates appropriately reflect each person's performance and experience at the responsibility level assumed with the City of Bremerton.

(c) The provisions of this program shall be applied equally to all persons included in the program without discrimination as to age, sex, marital status, race, color, creed, religion, national origin, sexual orientation, gender identity, political affiliation military status, pregnancy/maternity, obesity; or mental, physical or sensory handicap, unless based upon a bona fide occupational qualification.

2.50.020 APPLICABILITY, EXCLUSIONS AND EXEMPTIONS.

(a) Applicability. The provisions of the program adopted by this chapter shall only apply to salaried management and professional appointive positions designated as such and authorized in the City's annual budget; provided, however, for the City Auditor, the responsibilities of the Mayor shall be exercised by the Audit Committee, and for the City Attorney, Mayoral approvals shall be forwarded to the City Council and may be modified by the Council President.

(b) Exclusion from Representation. All classifications and all positions within classifications covered by this program along with other City officials represent "the employer" for purposes of labor relations. As such, no classification and no position within a classification which is included in a representation unit for the purpose of collective bargaining under the State of Washington's public employee collective bargaining statutes contained in Chapter 41.56 RCW shall be included in this program.

(c) Noncoverage and Exemption under Fair Labor Standards Act. No classification, no position within a classification and no incumbent of a position which does not qualify for noncoverage or exemption from the Fair Labor Standards Act shall be included in this program.

2.50.030 SALARY PLAN.

A salary plan for management and professional staff shall be established and salaries set for covered employees as follows:

(a) Each position included in BMC 2.50.020 shall be assigned to a salary band. Assignment of positions to bands shall be based upon general salary levels paid by municipal governments of similar size, demography and financial resources for similar responsibilities. Assigned salary bands shall not be changed or established without conducting a salary survey for the position being changed. All changes must be approved by the Mayor and City Council.

(b) The salary bands shall be structured as follows:

(1) Band Differential. The percentage differential between the maximum rates of salary bands shall be approximately five (5) percent.

(2) Band Range. Salary rates of a band range shall have eight (8) rates. Rate 1 is approximately five (5) percent below Rate 2. Rate 2 through Rate 8 in the band shall be spread approximately two and one-half (2.5) percent. The spread between the minimum and maximum rates shall be approximately twenty-two (22) percent.

2.50.031 ADJUSTMENT OF SALARY BAND LEVELS.

The City Council shall provide for adjustments to salary band levels as are consistent with the Council's CPI salary adjustment policy each year.

2.50.032 ACTUAL SALARY RATE.

(a) Initial Rate. The salary rate of a person upon appointment to a management or professional position shall be set no lower than Rate 1 of the salary band to which an employee's position is assigned. When it is in the best interest of the City, the ~~City Council~~Department Heads (with the Mayor's approval) may authorize an initial salary of a newly hired person at a rate which exceeds Rate 1. Newly hired persons who report directly to the Mayor require the approval of City Council when being hired at a rate which exceeds Rate 1.

(b) Salaries may be increased as follows:

(1) Salary Rate Advancement. Each person shall be eligible for a salary rate advancement upon completion of twelve (12) full months of regular (as opposed to interim) service at each rate in the salary band. To receive a salary rate advancement, the employee must be evaluated as "meets expectations" (or equivalent) on his or her work performance evaluation. Salary rate advancements shall be an increase of one rate in the same salary band, if available.

(2) Additional Advancement. Those employees who receive a rating that exceeds the rating "meets expectations" (or equivalent) may be eligible to receive an additional salary rate advancement for an increase of one additional rate in the same salary band, if available, above the initial rate advancement provided in subsection (b)(1) of this section. This additional advancement shall require the recommendation of the department head, or equivalent, and approval of the Mayor and City Council.

(3) A rate advancement that was denied may be granted following a minimum sixty (60) day review period of the employee's performance.

(4) Notwithstanding the above, when it is in the best interest of the City, the City Council upon the recommendation of the Mayor may authorize an in-range adjustment to provide additional salary in instances of promotion, to provide for internal equity corrections, or for another reason deemed appropriate by the City Council.

(c) Changes to Employee Classifications.

(1) Downgrading an Employee's Classification. Upon the City Council's approval of downgrading a person's classification to a lower salary band, the person's initial salary rate will be set at the same rate in the new band that was in effect in the former salary band. In the event a person's salary rate exceeds the maximum rate of the salary band to which his or her position is assigned on the date of downgrading, his or her actual salary rate shall be frozen until such time as the maximum rate of the new band is equal to or greater than his or her actual salary and, at such time, the employee's salary rate shall be set at the maximum rate of the salary band to which his or her position is assigned.

(2) Upgrading an Employee's Classification. If an employee's classification is moved from one salary band to a higher band (excluding promotions), the employee's salary rate at the higher band shall be set at the next rate which is higher than the salary he or she was receiving at the former band. Any additional rate advancements shall require City Council approval. The employee's salary rate advancement date does not change.

(3) Promotions. In the event an employee is promoted from one classification to a higher classification (one salary band to a higher salary band), the employee's salary rate at the higher band shall be set at the next rate which is higher than the salary he or she was receiving at the former band. Promoted employees shall be eligible for a salary rate advancement upon completion of twelve (12) full months of regular (as opposed to interim) service at each rate in the new salary band, which shall be the employee's new salary rate advancement date. In the

event an employee is promoted to a management/professional classification outside of IAFF Local 437, said employee will maintain their current and future benefits covered in the collective bargaining agreement in lieu of the benefits covered in BMC 2.50.032 through 2.50.070. Any additional rate advancements shall require City Council approval.

2.50.034 INITIAL BENEFITS FOR DEPARTMENT HEADS.

When it is in the best interest of the City, the City Council may authorize increased or additional benefits in hiring a department head beyond those specified in this chapter. Any extraordinary benefits must be included in the department head's employment contract approved by the City Council.

2.50.040 WORK SCHEDULES AND LEAVE BENEFITS.

(a) Work Schedules. Full-time managers and professional staff shall arrange such work schedules as are needed for the effective accomplishment of work and which shall be the equivalent of forty (40) hours per week, including paid holiday, vacation and sick leave time. The work schedules of part-time managers and professional staff shall be apportioned accordingly. Alternative work schedules to the forty (40) hour week may be authorized by the department director and Human Resources Manager. Managers and professional staff may be called back to their work place at any time to respond to emergencies. Managers and professional staff covered by this program are noncovered or exempt from the Fair Labor Standards Act's overtime provisions.

(b) Holiday Time. Managers and professional staff shall receive a full day of time off without loss of compensation for each holiday observed by the City on the day the City observes the holiday and one additional floating holiday. Holidays observed by the City are:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas

In addition, similar time off without loss of compensation is granted for any other holiday which the City Council takes specific official action to observe.

(c) Vacation.

(1) Vacation Leave. Managers and professional staff shall be granted vacation time off without loss of compensation based upon years of employment in management or professional position(s) as follows:

through 2 full years	15 days (120 hours)
through 5 full years	20 days (160 hours)
after 5 full years and thereafter	25 days (200 hours)

Upon hire and with the approval of the Mayor, the vacation leave time granted a new staff member may be set at twenty (20) days or if a current City employee at twenty-five (25) days unless otherwise approved by City Council.

(2) Vacation Availability - Adjustment at Hire or Separation. Annual vacation leave is granted in full on January 1 of each calendar year; however, a pro rata increase shall accrue on the employee's anniversary date in the year the employee qualifies for a larger vacation benefit. Managers and professional staff who are hired or who separate from employment with the City within a budget year receive vacation days on a pro-rated basis which covers the time of employment.

(3) Vacation Eligibility. Vacation time is taken in segments of one (1) whole day or more. Vacation leave available to a manager or professional staff member at the beginning of a vacation leave is to be sufficient to cover any vacation time to be taken.

(4) Maximum Unused Vacation. The maximum vacation time that shall be allowed to carry forward from one calendar year to the next is as follows:

<u>Years of Continuous Employment</u>	<u>Maximum Balance</u>
0 through 5 years	20 days (160 hours)
more than 5 years	30 days (240 hours)

In the event a manager or professional staff member has not reduced his or her vacation balance to the maximum allowable carryover at the end of a calendar year, excessive days are forfeited unless the Mayor grants an extension of time beyond the end of the calendar year during which all vacation days which exceed the maximum allowable carryover are to be taken.

(5) Vacation Pay-Out. Upon separation from City employment, unused vacation time will be paid to the manager or professional staff member in a cash payment as follows:

- i. Prorated Adjustment. Vacation time balance accrued during the year of separation and adjusted pursuant to subsection (c)(2) of this section; plus
- ii. Allowable Carryover Balance. The maximum allowable vacation time carryover established in subsection (c)(4) of this section. Any unused vacation leave exceeding

the maximum allowable carryover that has been approved by the Mayor for carryover pursuant to subsection (c)(4) of this section is not eligible for cash out.

(d) Sick Leave.

(1) Accrual. Sick leave is accrued at the rate of twelve (12) full days per year and is proportionately credited to sick leave balances each pay period.

(2) Maximum Sick Leave Balance. Sick leave may be accrued to a maximum of one hundred twenty-five (125) days. Upon reaching a maximum of one hundred twenty-five (125) days, no further accrual is added until such time as sick leave time is taken. Accrued sick leave time is provided as a form of self-insured short-term disability coverage and no cash payment for unused sick leave time is made under any circumstances except as set forth in subsections (d)(9) and (10) of this section.

(3) Banked Sick Leave for Certain Managers and Professional Staff. Any person covered by this program who was employed by the City on January 20, 1985, and who had accrued, unused sick leave time set aside in a sick leave bank at that time shall have the banked time remain on record and made available for his or her use. Upon service retirement from City service, the person shall receive payment of thirty-five (35) percent of banked sick leave time to a maximum of one hundred twenty (120) banked days (a maximum of forty-two (42) paid days). In the event the person dies while employed with the City, the person's estate shall be paid for all days of banked time.

(4) Sick Leave Incentive. Anyone who takes two (2) days or less of sick leave in a full calendar year shall have one (1) day added to his or her vacation leave balance at the beginning of the following calendar year.

(5) Sick Leave Use. Sick leave is charged in one (1) day segments and must be accrued prior to use in order to qualify for paid sick leave time off. Shorter periods of absence due to any of the reasons provided below are administered by the Mayor under subsection (a) of this section and are not charged to sick leave balances for salaried employees. Sick leave is available up to the amount of accrued sick leave balance days and may be used for:

- i. Temporary disability resulting from personal illness or injury.
- ii. Providing care for children under the age of eighteen (18) when they have a health condition that requires parental supervision or treatment.
- iii. Attending medical, dental and/or oculist appointments as needed for preventive or rehabilitative health personal care or a child's care, when such care requires parental presence to supervise or authorize treatment.
- iv. Pursuant to the Family Leave Act, to care for a sick child or other family member (spouse, parent, parent-in-law or grandparent).

(6) Notification of Sick Leave Use. A person who is absent or expects to be absent from work due to causes specified in subsection (d)(5) of this section is to promptly notify the City by telephone or otherwise by 9:00 a.m., if possible, of the day of his or her scheduled work day.

(7) Sick Leave During Authorized Paid Leave. A person who becomes ill or is injured during paid vacation may request the conversion of the vacation leave to sick leave with pay by promptly notifying the City of the illness or injury and providing such information as is required by the City to verify the appropriateness of such a conversion.

(8) Sick Leave Documentation and Approval. Within three (3) days after returning to work, a person who has been absent on sick leave is to submit such forms and

provide such information as is required by the City to approve the payment of sick leave. The Mayor may require a person to demonstrate that he or she has sought treatment or require other verification needed to assure that the person is fit for duty or as needed to approve paid sick leave for the absence.

(9) Sick Leave Retirement Payment. An employee who retires from City service on a PERS or LEOFF service or disability retirement shall be provided a sick leave retirement payment at thirty-five (35) percent of the employee's accrued and unused sick leave hours to a maximum of thirty-five (35) percent of nine hundred sixty (960) hours (a maximum total of three hundred thirty-six (336) hours). The payment will be made to the employee at the employee's regular hourly wage rate in effect at the time of retirement.

(10) Payment of Sick Leave Upon Death. In the event of the death of an employee, the employee's estate shall be paid for the total accrued and unused sick leave hours at the employee's regular hourly wage rate in effect at the time of death.

(e) Bereavement Leave. Three (3) days of bereavement leave are allowed for attending funerals in the State of Washington and five (5) days for attending out of State funerals upon the death of a member of the immediate family. The first three (3) days of time off for bereavement leave will be compensated at the employee's current salary. The additional two (2) days of time off for bereavement leave shall be charged against the employee's vacation, floating holiday, sick leave or compensatory time leave balance at the option of the employee. Immediate family is defined as spouse, State registered domestic partner, child, stepchild, mother, father, step-parents, mother/father in-law, brother, sister, brother/sister in-law, grandparents and grandchildren of both an employee and his or her spouse.

(f) Jury Duty, Witness Leave. Leave of absence with pay for the purpose of reporting to jury duty or if subpoenaed as a witness for the City is provided. Any juror or witness fees received by a person for the performance of such duties shall be assigned to the City.

(g) Military Leave. A leave of absence with pay for a period not to exceed twenty-one (21) working days is granted for the purpose of responding to training orders as a member of the organized military reserves of the United States or of the State of Washington.

(h) Administrative Leave. The Mayor may place any manager or professional staff member on paid administrative leave for up to thirty (30) working days under circumstances which make it appropriate that the person be absent from the work place during the investigation, resolution or pendency of procedures appropriate to the circumstances involving the manager or professional staff member. The Mayor may place other lawful conditions upon the person on administrative leave as are deemed appropriate by the Mayor.

(i) Leave of Absence. A leave of absence without compensation may be granted by the Mayor for a period of up to thirty (30) working days and may be subsequently extended with the approval of the City Council. Any leave of absence greater than thirty (30) days will be without compensation and benefits unless required by law.

2.50.050 SUPPLEMENTAL RETIREMENT PROGRAM PLAN.

The City will contribute a total of four percent (4%) of gross salary to options selected by each person from City deferred compensation and/or tax exempt benefits made available through approved City policies.

2.50.060 RETIREMENT BENEFITS.

Each manager or professional staff member covered by this program will be enrolled in the Federal OASDI and/or State of Washington LEOFF I or II, or PERS I, II or III, or PSERS retirement system for which he or she qualifies. Contributions to the respective retirement systems by the City and by each employee will be made in conformance with Federal FICA Laws and State Retirement Laws.

2.50.070 MEDICAL AND DENTAL INSURANCE BENEFITS.

(a) A manager or professional staff member covered by this program and who qualifies for and is a member of the LEOFF I or II, and PERS I, II or III State Retirement Systems has the same medical and dental insurance plans, coverages and premium payments made available to him or her as are granted to the represented employees employed in his or her department who are included in that particular system. A manager or professional staff member who can provide documentation of alternative medical insurance coverage may elect to receive ~~two hundred fifty dollars (\$250.00) per month in lieu of enrolling in a medical plan offered by the City~~ a medical stipend in lieu of medical coverage in the same amount that is made available to represented employees included in the same retirement system in which they belong. The City will pay one hundred (100) percent of the cost of coverage for employees and dependents for vision coverage provided through the Association of Washington Cities.

(b) The City will offer short-term disability insurance coverage to management and professional employees on a voluntary basis, which will be paid by the employee through payroll deduction.

2.50.080 WORKERS' COMPENSATION.

Each manager and staff member shall receive such workers' compensation benefits as are provided by the City pursuant to State laws. A manager or staff member who incurs a work-related illness or injury and who qualifies to receive workers' compensation benefits shall be allowed to use accrued sick leave to supplement the workers' compensation benefits so as to provide the same salary he or she would have received for full-time active service, taking into account that workers' compensation payments are not subject to federal or social security taxes. In no event shall the combination of workers' compensation and sick leave exceed the amount of an employee's regular salary at any time of the disability period.

2.50.090 SEVERANCE PAY.

Unless otherwise provided pursuant to the City Charter, ordinance, or civil service rule or regulation as applicable, a manager or professional staff member may be separated from employment without cause ("at will") from a position included in this program upon receiving thirty (30) calendar days' written notice of separation or pay in lieu of all or part of said notice. A person so separated shall not have the right to displace any other person employed by the City by virtue of employment in a management or professional position. The person so separated shall receive severance pay upon separation based upon years of employment with the City as follows:

- (a) Through two (2) full years of employment: two (2) months' severance pay.
- (b) Through five (5) full years of employment: two and one-half (2.5) months' severance pay.
- (c) Over five (5) years of employment: three (3) months' severance pay.

SECTION 2. Corrections. The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener, clerical, typographical, and spelling errors, references, ordinance numbering, section/subsection numbers and any references thereto.

SECTION 3. Severability. If any one or more sections, subsections, or sentences of this ordinance are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

SECTION 4. Effective Date. This ordinance shall take effect and be in force ten (10) days from and after its passage, approval and publication as provided by law.

PASSED by the City Council the _____ day of _____, 20__.

MICHAEL GOODNOW, Council President

Approved this _____ day of _____, 20__.

GREG WHEELER, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGELA HOOVER, City Clerk

KYLIE J. FINNELL, City Attorney

PUBLISHED the _____ day of _____, 20__.
EFFECTIVE the _____ day of _____, 20__.
ORDINANCE NO. _____.

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Compensation.docx

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

5A

SUBJECT:

Public Hearing on Ordinance No. 5458
amending Title 20 of the Bremerton
Municipal Code regarding "Cottage Housing
Development, Duplex & Townhomes, Bonus
Density for Affordable Housing
Development, and Definition Updates"

Study Session Date: September 24, 2022

COUNCIL MEETING Date: September 21, 2022

Department: DCD

Presenter: Garrett Jackson, Pln Mgr.

Phone: (360) 473-5289

SUMMARY: The action before Council is to conduct a Public Hearing and adopt an Ordinance amending BMC Title 20.42 Definitions to add a definition for Cottage Housing Development and revise the definition of Maximum Density; BMC 20.58 Land Use Permits to add a State required density bonus for religious organizations providing affordable housing, and extend this entitlement to the Bremerton Housing Authority; 20.60 Low Density Residential (R-10) to revise Duplex & Townhome use standards and add provisions for Cottage Housing, and 20.78 Medium Density Residential (R-18) by adding provisions for Cottage Housing.

ATTACHMENTS:

Ordinance No. 5458

Exhibit A: Planning Commission Findings and Conclusions

Staff Memo & Planning Commission Meeting Minutes: 7/18/22

FISCAL IMPACTS (Include Budgeted Amount): None

STUDY SESSION AGENDA:

☐ Limited Presentation

☒ Full Presentation

STUDY SESSION ACTION:

☐ Consent Agenda

☐ General Business

☒ Public Hearing

RECOMMENDED MOTION: Move to pass Ordinance No. 5458 as recommended by the Planning Commission to amend Bremerton Municipal Code Section Title 20 related to Duplex, Townhomes, Cottage Housing, Bonus Density, and Definitions.

COUNCIL ACTION:

☐ Approve

☐ Deny

☐ Table

☐ Continue

☐ No Action

ORDINANCE NO. 5458

AN ORDINANCE of the City Council of the City of Bremerton, Washington, amending the Bremerton Municipal Code Title 20 related to Cottage Housing Development, Duplex & Townhomes, Bonus Density for Affordable Housing Development, and Definition updates.

WHEREAS, through practical use and application of the Zoning Code the need for modification has been identified; and

WHEREAS, the City of Bremerton (“City”) has established a procedure for amending the Zoning Code in Title 20.18.020(d) of the Bremerton Municipal Code (“BMC”), which requires amendments to the Zoning Code to be both consistent with the goals and policies of the Comprehensive Plan and to be consistent with other applicable rules and regulations; and

WHEREAS, RCW 36.70A.545 requires jurisdictions to provide a density bonus to religious organizations that provide affordable housing; and

WHEREAS, these amendments are consistent with the City’s Comprehensive Plan, County Wide Planning Policies, the State Growth Management Act, and other applicable regulations and ordinances; and

WHEREAS, on April 18, 2022 and June 27, 2022, the Planning Commission conducted a workshop on the proposed Zoning Code amendments; and

WHEREAS, July 7, 2022 proposed Zoning Code amendments were circulated to Department of Commerce and the State Agencies for the requisite review and comment period; and

WHEREAS, on July 8, 2022 for Zoning Code amendments, a State Environmental Policy Act (“SEPA”) Determination of Nonsignificance (“DNS”) was issued for the proposed action with a comment period, and no appeals were filed; and

WHEREAS, on July 8, 2022, the public was notified by a legal advertisement in the Kitsap Sun of the opportunity to make comment and participate in the public hearing held by the Planning Commission; and

WHEREAS, on July 18, 2022, the Planning Commission conducted a public hearing on the Zoning Code amendments and formulated a recommendation to forward the amendments for City Council consideration; and

WHEREAS, on September 7, 2022, the public was notified by a legal advertisement in the Kitsap Sun of the opportunity to make comment and participate in the public hearing on September 21, 2022 by the City Council; and

WHEREAS, on September 21, 2022, the City Council conducted a public hearing and considered all testimony prior to their decision; NOW THEREFORE,

THE CITY COUNCIL OF THE CITY OF BREMERTON, WASHINGTON,
DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. *Findings and Recitals Incorporated.* The findings and recitals set forth above are hereby adopted and incorporated herein by this reference.

SECTION 2. *Planning Commission Findings.* The findings and conclusions adopted by the Planning Commission attached hereto as **Exhibit A** are adopted and incorporated as if set forth herein in full.

SECTION 3. Subsection 20.42.040(c) of the Bremerton Municipal Code entitled “Definitions ‘C’” is hereby amended to read as follows:

(c) Definitions “C”:

"Car wash" means a business engaged in washing, waxing, polishing, and general cleaning of automobiles, small trucks, light utility vehicles and small recreational vehicles, but that is not designed to handle larger commercial trucks and buses. It includes self-service, full-service, and automated car washes and auto detailing services.

"Caretaker" means a person who maintains or watches over someone else's land or property on a part-time or full-time schedule. The caretaker may live on the property or elsewhere.

"Caretaker's residence" means an accessory dwelling unit provided by the owner of a property to be used exclusively as living quarters for the caretaker(s) of that property.

"Carport" means an attached or detached partially enclosed accessory structure intended primarily for the storage of private vehicles such as automobiles, light trucks, or recreational vehicles which is open to the weather on at least two (2) sides.

"Change of use" means a change in the utilization or occupancy of a property or building from one use to another.

"Changeable copy/readerboard sign" means a sign structure that may be internally or externally illuminated and intended to accommodate changeable lettering, numbering, graphic displays, or other short-term messages. Generally used for commercial advertising or for public service announcements of current or coming events. (Also see "Public information/identification sign.")

"City" means the City of Bremerton, Washington.

"Collective garden" means gardens established and/or maintained for the growing, production, transportation, and delivery of cannabis, by qualifying patients, for medical use, as defined in RCW 69.51A.085, as currently enacted and hereinafter amended.

"Community facility" means a facility operated by a public agency or nonprofit organization for social gatherings, meetings, learning, recreation, programs to promote economic independence, or similar functions.

"Construction sign" means a sign that relates directly to a construction project taking place on the premises and may include such information as the name of the project and contractors, phone numbers, completion dates, and similar information about the project.

“Cottage Housing Development” means a lot containing more than one principal conventional dwelling unit. Units shall not be greater than 1,200 gross square feet, and shall not share any common walls, ceilings, or floors with other principal conventional dwelling units.

SECTION 4. Chapter 20.42.040(d) of the Bremerton Municipal Code entitled “Definitions ‘D’” is hereby amended to read as follows:

(d) Definitions "D":

"Day care facility" means a facility licensed by the state of Washington and approved by the City to provide regular care for adults or children for periods of less than twenty-four (24) hours.

"Deck" means an open platform wider than eighteen (18) inches. A deck may be freestanding, cantilevered from a building, or connected to the ground with steps or ramps. A deck that is higher than thirty (30) inches above finish grade may be referred to as a raised deck, a rooftop deck, a balcony, or other suitable term.

"Density" means a measure of residential concentration, usually expressed as the number of dwellings per acre of land. For the purposes of calculating allowable densities within this code, density shall be measured on a "net" basis, whereby unusable areas such as rights-of-way and lands in public or shared ownership shall be deducted from the overall area in the calculation. For example, a one hundred and twenty (120) acre area containing twenty (20) acres of rights-of-way and public lands and three hundred (300) dwellings has a (net) density of three (3) dwellings per acre (three hundred (300) dwellings/one hundred (100) usable acres). (See also "Acre, net" and "Acre, gross.")

"Density, maximum" means the maximum number of dwellings allowed per the ~~net~~ gross buildable acreage as stated for each zone. Where not specified in a zone chapter, no maximum density shall apply.

"Density, minimum" means the minimum number of required dwellings per net buildable acre as stated for each zone. Where not specified in a zone chapter, the associated Comprehensive Plan land use density applies.

"Detached" means any residential structures on the same lot that are not connected and have a fire separation of no less than six (6) feet as defined in Section R302 of the IRC. For commercial structures see the International Building Code.

"Detoxification center" means a facility providing for the care and treatment of an intoxicated person during the period in which the person recovers from the transitory effects of acute intoxication.

"Development coverage" means that portion of a lot covered by the impervious surface areas of all structures, and impervious paved areas, such as driveways and walkways.

"Directional sign" means a permanent sign which is designed solely for the purpose of directing motor vehicle, pedestrian, bicycle, or other traffic, or individuals toward a specific destination or route.

"Director" means Bremerton's Director of Community Development and his/her designee.

"Drinking place" means an establishment selling intoxicating beverages for consumption on the premises.

"Drive-through facility" means an automobile-oriented component of a permitted use that includes both service window(s) and a stacking lane designed primarily for drive-through trade,

and which provides service and caters to patrons while in their motor vehicles. (See BMC 20.44.120.)

"Driveway" means a private roadway providing access for vehicles to a parking space, garage, dwelling, or other structure.

"Duplex" means a structure containing two (2) dwelling units on a single lot.

"Dwelling, conventional" means any building or structure that is built or assembled (in the case of a modular structure) on the site and in conformance with the provisions of the International Building Code (IBC).

"Dwelling, duplex" means a building designed and arranged exclusively for occupancy by two (2) families living independently of each other in separate dwelling units.

"Dwelling, modular or factory-built" means buildings or structures that are constructed primarily in a factory and transported to the site for assembly or installation. All temporary wheels, axles, and other appliances used in the transport are removed at the destination and the structure is permanently placed, unless approved as a temporary placement by the City. Such structures are constructed to the standards of either the International Building Code (IBC) or the HUD Code. (See also "Manufactured home.")

"Dwelling, multi-unit structure" means a structure containing three (3) or more dwelling units. (Also referred to as a "multifamily structure.") Multi-unit structures also include:

(1) "Dormitories" means a structure intended principally for sleeping accommodations, where no individual kitchen facilities are provided, and which is related to an educational institution or maintained by a nonprofit welfare organization.

"Dwelling, single-unit attached" means two (2) single-unit dwellings (houses) that are attached at a common side lot line with each dwelling located entirely on its own lot. This does not include row houses or other housing types having more than two (2) attached units. (See also "Zero lot line.")

"Dwelling, single-unit structure" means a structure containing one (1) dwelling unit. (Also referred to as a "single-family dwelling," or a "house.")

"Dwelling, townhouse," for purposes of this code, means a single-unit structure in a row of at least three (3) or more such units in which each unit has its own access to the outside, no unit is located over another, and each is separated from any other unit by one (1) or more common fire-resistant walls.

"Dwelling unit" means a living space or combination of rooms designed to provide independent year-round living facilities for one (1) family or household, constructed to the minimum standards of the IBC or HUD Code, and with provisions for sleeping, eating and sanitation.

SECTION 5. Section 20.58.100 of the Bremerton Municipal Code entitled "Affordable Housing Bonus" is hereby added to read as follows:

20.58.100 **AFFORDABLE HOUSING BONUS.**

(a) Authority. This section provides an optional incentive to develop and manage affordable residential projects, while ensuring reasonable compatibility with neighborhood scale, character, and limiting negative impacts to the neighborhood. In zones with a maximum density, developments meeting the requirements of this section may increase the underlying maximum density by fifty (50) percent.

(b) Applicant. The following organizations may initiate a request for an affordable housing bonus:

- (1) Religious organizations as defined by RCW 26.04.007; and
- (2) The Bremerton Housing Authority.

(c) Procedure. Approval of an administrative Type II Conditional Use Permit (CUP) pursuant to BMC 20.58.020 is required. The Director may require a Type III nonadministrative CUP whenever the use has a significant impact beyond the immediate site, is of a neighborhood or community-wide interest, or is of a controversial nature. The proposed development shall meet the following criteria in order to be granted approval:

(d) Criteria of Approval. In addition to criteria of approval per BMC 20.58.020(d), the following shall apply:

(1) All units within the proposed development shall be affordable, as defined per RCW 84.14.010. Income levels of households occupying any residential unit within the proposed development shall not exceed the definition of low-income household as defined by RCW 84.14.010;

(2) The property owner agrees to a binding obligation that requires the development to be used exclusively for affordable housing purposes for a period of no less than fifty (50) years. A notice to title recognizing this obligation shall be approved by the City and recorded with the Kitsap County Auditor;

(3) This section applies exclusively to single-family, duplex, and multifamily housing proposals and does not include group residential, boarding house, or other similar congregate living facilities;

(4) The affordable housing development does not discriminate against any person who qualifies as a member of a low-income household based on race, creed, religion, lack of creed or religion, color, national origin, sex, gender identity, gender expression, veteran or military status, sexual orientation, or mental or physical disability; or otherwise act in violation of the federal fair housing amendments act of 1988;

(5) Applicants shall consult with Kitsap Transit to ensure appropriate transit services are provided to the affordable housing development.

SECTION 6. Subsection 20.60.020(j) of the Bremerton Municipal Code entitled “Residential Uses” is hereby amended to read as follows:

(j) Residential Uses.

- (1) Single-unit dwelling unit, detached;
- (2) Single-unit dwelling unit, attached (zero (0) lot lines) per BMC 20.60.060(b);
- (3) Duplex ~~that meets BMC 20.60.060(f);~~
- (4) Townhouse ~~that meets BMC 20.60.060(f);~~
- (5) Cottage Housing Development of three (3) or less dwelling units (meeting the provisions of BMC 20.60.040(n), except that no conditional use permit is required);

SECTION 7. Section 20.60.040 of the Bremerton Municipal Code entitled “Conditional Uses” is hereby amended to read as follows:

20.60.040 CONDITIONAL USES.

The following uses may be permitted, provided a conditional use permit is approved pursuant to BMC 20.58.020 subject to the corresponding conditions:

(a) Bed and breakfast, provided:

- (1) The operators of the business shall occupy the house as their primary residence;
- (2) No more than one (1) full-time equivalent (FTE) employee who is not a resident of the dwelling may be employed;
- (3) No more than six (6) bedrooms are made available for rent to guests and all guest rooms are contained within the principal structure;
- (4) Two (2) off-street parking spaces, plus one (1) off-street parking space per each guest bedroom, are required;
- (5) Off-street parking spaces may be reduced, provided the applicant can demonstrate parking will not spill over into nearby residential properties and any streets;
- (6) Rooms shall not be made available to guests for more than fourteen (14) days during any thirty (30) day period;
- (7) No commercial receptions, parties, or other public gatherings, or serving of meals to nonresident guests for compensation, are allowed; and
- (8) Any remodeling of the residential structure shall maintain the residential nature of the structure and not alter the structure in such a manner that would prevent it from being used as a residence in the future.

(b) Group residential facilities - Class I, provided:

- (1) All state licensing requirements are satisfied;
- (2) Minimum setbacks, height and lot coverage of the underlying zone shall apply;
- (3) Off-street parking shall be at a minimum of one (1) space per each employee during the peak shift, plus one (1) space per two (2) residents the facility will provide service to;
- (4) If counseling services are provided to nonresidents, additional parking spaces are required at one (1) per three hundred (300) square feet of gross floor area used for counseling services;
- (5) The number of required off-street parking spaces may be reduced, provided the applicant can demonstrate that parking will not spill over into nearby residential properties and any streets; and
- (6) Landscaping is provided meeting the minimum requirements for nonresidential uses prescribed in Chapter 20.50 BMC. Additional landscaping for screening purposes may be required if it is found necessary to mitigate any impacts to adjoining residential properties.

(c) Senior housing complex, provided the following conditions are satisfied:

- (1) Minimum site area shall be no less than two (2) acres;
- (2) Minimum setbacks, density, height and lot coverage of the underlying zone shall apply;
- (3) Off-street parking shall be a minimum one (1) space per dwelling;
- (4) Except for a community building/clubhouse for the exclusive use of complex residents, all accessory uses shall be located within a structure containing residential units;
- (5) Attached or detached structure types are permitted and dwelling units may be owned by individuals or occupied as rentals;

(6) Access to alternative transportation such as public transit or on-site shuttle services to access daily goods or services shall be provided; and

(7) A management agreement or covenants on individual properties to maintain the complex as a senior citizen complex shall be recorded with the Kitsap County Auditor's office.

(d) Nursing/convalescent homes, provided:

(1) All state licensing requirements are satisfied;

(2) Minimum site area shall be no less than one (1) acre;

(3) Minimum setbacks, height and lot coverage of the underlying zone shall apply;

(4) Off-street parking shall be a minimum of one (1) space per six hundred (600) square feet of gross floor area;

(5) The number of required off-street parking spaces may be reduced, provided the applicant can demonstrate that parking will not spill over into nearby residential properties and any streets; and

(6) Landscaping is provided meeting the minimum requirements for nonresidential uses prescribed in Chapter 20.50 BMC. Additional landscaping for screening purposes may be required if it is found necessary to mitigate any impacts to adjoining residential properties.

(e) Day care facilities (thirteen (13) or more persons receiving care), provided:

(1) All state licensing requirements are satisfied;

(2) Off-street parking shall be a minimum one (1) space per each five (5) children based on the state license maximum occupancy load;

(3) One (1) loading/unloading space without backup is required for the first twenty (20) children and one (1) additional space for up to each additional twenty (20) children;

(4) The number of required off-street parking spaces may be reduced, provided the applicant can demonstrate that parking will not spill over into nearby residential properties and any streets;

(5) Landscaping is provided meeting the minimum requirements for nonresidential uses prescribed in Chapter 20.50 BMC. Additional landscaping for screening purposes may be required if it is found necessary to mitigate any impacts to adjoining residential properties; and

(6) The maximum height of a fence or wall within a front yard setback may be increased up to six (6) feet, provided it enhances safety and security of an outdoor play area.

(f) Adaptive reuse of commercial buildings, provided the conditions set forth in BMC 20.46.070 are satisfied.

(g) Manufactured home park or expansion of existing parks, provided:

(1) It is exempt pursuant to RCW 58.17.040 from requirements for property segregation;

(2) The minimum site size shall be five (5) acres;

(3) Density shall meet the underlying zone;

(4) Adequate water, sewer, and utility services are available to all building sites;

(5) A fire protection system meeting the requirements of the City Fire Marshal is provided;

(6) Interior circulation shall meet the City Engineer road standards plus the following standards:

- (i) All interior circulation routes shall be constructed within a tract or easement;
 - (ii) Roads and driveways shall be paved;
 - (iii) The City Fire Marshal and City Engineer shall approve all fire turnarounds;
- (7) The following setbacks shall apply to manufactured homes or mobile homes, together with their additions and appurtenant structures, accessory structures, and other structures on the site (excluding fences), excluding any hitch or towing fixture:
- (i) From interior roads, at least fifteen (15) feet from centerline of the tract or easement, but in no case shall the setback be less than five (5) feet from the paved surfaced edge;
 - (ii) Structures near the perimeter lot lines of the property shall comply with the setbacks of the underlying zone;
 - (iii) A minimum of ten (10) foot separation between all manufactured homes;
- (8) Off-street parking spaces shall be provided in the following manner:
- (i) One (1) parking space per home site; plus
 - (ii) One (1) parking space for each five (5) home sites for guest parking; plus
 - (iii) Additional parking spaces to provide for the parking needs of offices, community buildings, recreational facilities, or other uses within the park that may be used by park residents or others;
- (9) Outside storage of vessels (boats), household items and equipment is prohibited, except a common central storage area may be provided for residents of the park. The storage area shall be screened by a minimum five (5) foot high by five (5) foot wide sight-obscuring barrier consisting of landscaping and fencing or wall, and shall meet minimum setbacks of the underlying zone;
- (10) Ten (10) percent of the site shall be maintained as common recreational open space for the use of residents and:
- (i) May include community areas and facilities such as playgrounds, swimming pools, and hobby and craft shops;
 - (ii) However, it shall not include required landscaping areas, perimeter setback areas, parking areas, storage areas, building separation areas or other areas deemed impractical by the Director for the recreational enjoyment of the residents;
- (11) Trees meeting the standards set forth in Chapter 20.50 BMC shall be provided along all property lines abutting a residential zone and public streets. Exceptions for trees may be allowed when a property line abuts an alley or is obstructed by a building or other structure;
- (12) Adequate lighting to illuminate streets, driveways, and walkways for the safe movement of pedestrians and vehicles is required; and
- (13) All water, sewer, electrical, and communication service lines shall be underground.
- (h) Worship, religious, and community facilities greater than twenty thousand (20,000) square feet, provided:
- (1) The site area shall be one (1) acre or more; and

(2) Landscaping is provided meeting the minimum requirements for nonresidential uses prescribed in Chapter 20.50 BMC. Additional landscaping for screening purposes may be required if it is found necessary to mitigate any impacts to adjoining residential properties.

(i) Golf course, provided:

(1) A site plan review and a site development permit are approved pursuant to Chapter 20.58 BMC;

(2) Through the conditional use permit, modifications to parking and landscaping may be allowed in order to facilitate good design;

(3) Other conditions are applied as deemed necessary to mitigate impacts to nearby residential properties and ensure compatibility with the neighborhood.

(j) Schools, parks and associated uses may be approved in accordance with the following:

(1) The following uses are permitted through approval of a conditional use permit:

(i) All public schools and associated gymnasiums and auditoriums;

(ii) Private schools (K-12) with thirteen (13) or more students;

(iii) Parks and playgrounds greater than one-half (1/2) acre;

(iv) Outdoor athletic fields;

(v) Boat launching and related facilities;

(vi) Maintenance and service yards;

(vii) Bus and other vehicle and equipment maintenance and storage facilities;

(viii) Administrative office related to the facilities greater than two thousand (2,000) square feet gross floor area;

(ix) Buildings and structures for nonprofit groups on public lands;

(2) Uses permitted pursuant to subsection (j)(1) of this section shall be subject to complying with the following conditions:

(i) Front, side and rear yard setbacks of structures and outdoor storage areas shall be at least thirty (30) feet;

(ii) Setbacks may be reduced for those portions of a structure fronting interior streets;

(iii) The maximum height for any new construction may be increased to match the architecture of existing buildings; provided, that it is set back an additional foot from any property line for each additional foot of allowed height, and in no case shall the new construction exceed forty-five (45) feet;

(iv) Landscaping is provided meeting the minimum requirements for nonresidential uses prescribed in Chapter 20.50 BMC. Additional landscaping for screening purposes may be required if it is found necessary to mitigate any impacts to adjoining residential properties;

(v) Additional measures may be required if deemed necessary to mitigate any noise impacts to adjacent residential uses; and

(vi) The maximum height of a fence or wall within a front yard setback may be increased to six (6) feet, provided it enhances safety and security around an outdoor play area.

(k) Public utility facilities located above ground, provided:

(1) Landscaping is provided meeting the minimum requirements for nonresidential uses prescribed in Chapter 20.50 BMC. Additional landscaping for screening purposes may be required if it is found necessary to mitigate any impacts to adjoining residential properties;

(2) The maximum height of a fence or wall may be increased within a front yard setback that will provide screening from adjacent uses and enhance safety and security around the facility; and

(3) Exceptions to setbacks may be allowed if the applicant can demonstrate that the public interest is better served by allowing the modification.

(l) Law enforcement and fire facilities, provided:

(1) Landscaping is provided meeting the minimum requirements for nonresidential uses prescribed in Chapter 20.50 BMC. Additional landscaping for screening purposes may be required if it is found necessary to mitigate any impacts to adjoining residential properties.

(2) The maximum height of a fence or wall may be increased within a front yard setback that will provide screening from adjacent uses and enhance safety and security around the facility.

(m) Mineral resource extraction per BMC 20.46.080, provided:

(1) The site is located within a mineral resource overlay.

(n) Cottage Housing Development consisting of four (4) or more dwellings may be approved in accordance with the following:

(1) Orientation. Lot orientation shall be in accordance with the following standards:

(i) All units with primary street frontage shall first be oriented towards the street, otherwise the common open space shall act as the street front and all units shall be oriented towards the common open space.

(ii) Dwellings within a cottage housing development should be broken up into groups of no more than twelve (12) dwellings arranged around a common open space. The applicant shall demonstrate all efforts have been made to link housing clusters by ADA accessible paths and shared parking.

(2) Open Space. The following open space requirements apply to all proposals regardless of number of units:

(i) A minimum of four hundred (400) square feet of common open space is required per dwelling unit.

(ii) Parking areas, setbacks, spaces between buildings of ten (10) feet or less in width and driveways shall not count as common open space.

(3) Parking. Off-street parking shall be provided in accordance with the requirements set forth in Chapter 20.48 BMC, and the following criteria:

(i) One-and-a-half (1.5) parking spaces are required for each dwelling unit.

(ii) All parking areas and vehicle circulation shall be consolidated to the degree feasible.

(iii) Parking areas serving more than one dwelling unit shall not be located on a primary street frontage and should be located off an alley or a secondary street.

(iv) Garages and carports shall be oriented so that vehicle entrances are located off an alley or private parking area. All efforts shall be made to not orient vehicle entrances toward a primary frontage.

(4) Design Standards.

(i) Nonresidential Structures. Accessory structures and attached garages shall meet design standards per BMC 20.60.060(d), and the combined gross square feet of all accessory structures shall not exceed eighty (80) percent of the combined footprint of all onsite residential structures.

(ii) All dwellings shall include a covered front porch that is integrated with the structure's architecture. The minimum porch depth shall be six (6) feet, with a minimum width of ten (10) feet. This area shall not be included in dwelling gross square feet, but may be included in required open space area.

(5) Nonconformities. An existing detached single-family residential structure, which may be nonconforming with respect to the standards of this section, shall be permitted to remain, but the extent of the nonconformity may not be increased. Such nonconforming dwelling units shall be included in the maximum permitted cottage density.

SECTION 8. Section 20.60.060 of the Bremerton Municipal Code entitled "Development Standards" is hereby amended to read as follows:

20.60.060 DEVELOPMENT STANDARDS.

(a) Lot Standards. Lot development requirements shall be in accordance with this section and the following standards unless allowed for by law otherwise:

(1) Setbacks.

(i) Minimum front yard setback is fifteen (15) feet;

(ii) Minimum side yard setback is five (5) feet;

(iii) Minimum rear yard setback is fifteen (15) feet.

(2) Maximum structure height is thirty-five (35) feet.

(3) Maximum structure height in (R-10) areas within the downtown regional center shall be pursuant to Figure 20.74(a) and shall supersede subsection (a)(2) of this section.

(4) Minimum lot width is thirty (30) feet.

(5) Maximum development coverage is sixty (60) percent.

(b) Zero (0) Lot Line (ZLL) Development. An attached single-family dwelling and/or garage structure may have a single shared side or rear lot line, and a setback reduced to zero (0), provided the structure complies with building code fire separation requirements.

(c) Accessory Structures. The following standards shall apply but are not limited to: garages, carports, shops, barns, covered patios, cabanas, gazebos, and incidental household storage buildings, excluding accessory dwelling units per BMC 20.46.010 and structures not requiring a building permit:

(1) The maximum area for all accessory structures shall be eighty (80) percent of the principal residential use not to exceed one thousand two hundred (1,200) square feet.

(2) Setbacks of detached accessory structures are pursuant to BMC 20.44.060.

(d) Garages, Storage Buildings and Shops.

(1) Any garage, storage building or shop structure shall be designed so that the appearance of the building remains that of a single-family residence including the following:

(i) Constructed of similar materials as the principal unit;

(ii) A roof of equal or greater pitch as the principal unit;
(iii) A height no more than twenty-five (25) percent greater than the principal unit not to exceed thirty-five (35) feet.

(2) Any garage, storage building, or shop may be exempt from the accessory structure size requirements provided it is contained within the principal unit.

(3) Garage, Carport, and Shop Vehicle Entrance Setbacks. When the vehicle entrance faces the street, the garage, carport, or shop shall have a front yard setback of at least twenty (20) feet, except as provided in BMC 20.44.020 (Traditional front yard).

(e) Lot Area for Parks and Schools. Parks and schools may exceed maximum lot area requirements if approved by a conditional use permit.

~~(f) A duplex or townhouse may only be permitted as follows:~~

~~(1) The underlying density of the zone is met; and~~

~~(2) Within five hundred (500) feet of a commercial district or center.~~

SECTION 9. Section 20.78.020 of the Bremerton Municipal Code entitled “Outright Permitted Uses” is hereby amended to read as follows:

20.78.020 OUTRIGHT PERMITTED USES.

~~Only one (1) principal use shall be allowed on each residentially zoned lot unless allowed for otherwise by law. This limitation shall not include permitted accessory uses associated with a permitted principal use.~~

The following uses are permitted outright:

- (a) Cemetery;
- (b) Co-location of wireless communications per BMC 20.46.140;
- (c) Community facilities of twenty thousand (20,000) square feet gross floor area or less;
- (d) Day care facility of twelve (12) or fewer persons receiving care;
- (e) Education and schools (K-12) of twelve (12) or fewer students;
- (f) Foster home;
- (g) Group residential home;
- (h) Manufactured home per BMC 20.46.040;
- (i) Parks, playgrounds and open space equal or less than one-half (1/2) acre (twenty-one thousand seven hundred eighty (21,780) square feet);
- (j) Residential Uses.
 - (1) Single-unit dwelling unit, detached;
 - (2) Single-unit dwelling unit, attached (zero (0) lot lines) per BMC 20.78.060(b);
 - (3) Duplexes (meeting underlying zoning density);
 - (4) Townhouse (meeting underlying zoning density);
 - (5) Cottage Housing (meeting the provisions of BMC 20.60.040(n), except that no conditional use permit is required)
- (k) Worship and religious facilities of twenty thousand (20,000) square feet gross floor area or less;
- (l) Incubator for business associated with a worship and religious facility or community facility, provided the following conditions are met:

- (1) The incubated business is a use that is permitted outright in the neighborhood business zone, BMC 20.82.020;
- (2) Landscaping and signage requirements of the neighborhood business zone, Chapter 20.82 BMC, shall be met; and
- (3) The parcel upon which the incubated business is situated shall have frontage on an arterial street.

SECTION 10. Corrections. The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance, including but not limited to, the correction of scrivener, clerical, typographical, and spelling errors, references, ordinance numbering, section/subsection numbers and any references thereto.

SECTION 11. Severability. If any one or more sections, subsections, or sentences of this ordinance are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

SECTION 12. Effective Date. This ordinance shall take effect and be in force ten (10) days from and after its passage, approval and publication as provided by law.

PASSED by the City Council the _____ day of _____, 2022.

MICHAEL GOODNOW, Council President

Approved this _____ day of _____, 2022.

GREG WHEELER, Mayor

ATTEST:

APPROVED AS TO FORM:

ANGELA HOOVER, City Clerk

KYLIE FINNELL, City Attorney

PUBLISHED the _____ day of _____, 2022.

EFFECTIVE the _____ day of _____, 2022.

ORDINANCE NO. _____

FINDINGS AND CONCLUSIONS OF THE CITY OF BREMERTON PLANNING COMMISSION

Summary:

Amendments to Bremerton Municipal Code Title 20 related to (1) Cottage Housing, (2) Duplexes & Townhomes, (3) Definition updates, and (4) Updates related to State required density bonuses for religious institutions and the Bremerton Housing Authority.

I. FINDINGS OF FACT

1. **Project Description:**

The proposed amendment includes revisions to Bremerton Municipal Code as follows:

- A. In the Low Density Residential Zone, remove requirement that duplex and townhome uses be within 500 feet of a commercial district; BMC 20.60.
- B. Add Cottage Housing Development as a permitted (or conditionally permitted) use in the Low Density Residential (R-10) and Medium Density (R-18) Zones; BMC 20.60 & BMC 20.78.
- C. Add density bonus for religious organizations and the Bremerton Housing Authority; BMC 20.58.
- D. Add definition for Cottage Housing Development and revise definition for Maximum Density; BMC 20.42.

2. **Procedural History:**

- 2.1 Planning Commission Workshops: April 18, 2022 & June 27, 2022
- 2.2 Washington State Department of Commerce Notice: July 7, 2022
- 2.3 SEPA Threshold Determination DNS: July 8, 2022
- 2.4 Notice of Public Hearing: July 8, 2022
- 2.5 Planning Commission Public Hearing: July 18, 2022

3. **Public and Agency Comment:**

- 3.1 At workshops held on April 18 & June 27, 2022, no comments were received:
- 3.2 In advance of the July 18, 2022 Public Hearing, written comments were received by the Bremerton Housing Authority in support of the proposed density bonus; BMC 20.58.
- 3.3 At the Planning Commission Public Hearing on July 18, 2022, the following people testified: None
 - ~~1.~~ _____
 - ~~2.~~ _____

4. **SEPA Determination:**

A Determination of Non-Significance (DNS) was issued on July 8, 2022, to date no comments or appeals have been filed.

5. **Consistency:**

Text amendments to Title 20 shall meet the decision criteria outlined in BMC 20.18.020(d). The Planning Commission may recommend, and the City Council may adopt or adopt with modifications, an amendment to Title 20 if the criteria outlined below are met.

- (1) It is consistent with the goals and policies of the comprehensive plan;

Analysis: The proposed amendments continue to uphold the objectives and goals of the Comprehensive Plan, and implement the following policies:

The amendments continues to uphold the objectives, goals and policies of the Comprehensive Plan such as:

- Policy LU1(B): Coordinate Bremerton's growth consistent with the Kitsap Countywide Planning Policies and the Puget Sound Regional Council's Vision 2040, and State requirements.
- Policy LU4(C): Provide land use regulations that give opportunities for the community to have fair access to livelihood, education, and resources.
- Housing Vision: To encourage the growth of Bremerton by strategically locating a wide variety of housing types throughout the City in a way that protects the environment and fosters community health.
- Housing Goal H2: Encourage the development of a variety of new housing options and densities to meet the changing needs of Bremerton's residents.
- Policy H2(C): Supporting infill development and increased densities and the use of Low Impact Development (LID) techniques and Best Management Practices (BMPs) to ensure efficient and cost-effective utilization of existing public utilities.
- Housing Goal H3: Support access to quality and affordable housing for all Bremerton residents.
- Policy H3(A): Provide opportunities for the production of new housing for all incomes, ages, and family types through infill by stimulating growth of non-traditional housing types such as townhomes, carriage units, accessory dwelling units, and duplexes in locations where they will seamlessly infill into the fabric of the existing neighborhoods.
- Policy H3(E): Eliminate unnecessary regulatory impediments to the development of affordable housing.
- Goal H4: Implement and coordinate strategies that promote public and private efforts to facilitate improvements to the housing stock.
- Policy H4(F): Promote increased housing density to provide a broader customer base for more affordable public services including utilities.

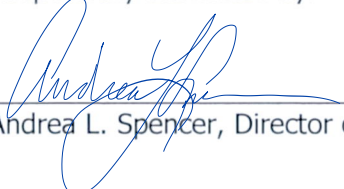
(2) It does not conflict with other City, state and federal codes, regulations and ordinances.

Analysis: The proposed amendments do not conflict with any other regulations.

II. CONCLUSIONS & RECOMMENDATION

Based on the findings above, the Planning Commission concludes that the proposed amendments to the Bremerton Municipal Code Title 20 Land Use Chapter, meets the requirements in BMC 20.18.020(d) text amendments, and therefore recommends to the City Council, the adoption of amendments to Title 20.

Respectfully submitted by:


 Andrea L. Spencer, Director of Community Development


 Rick Tift, Planning Commission Chair



DEPARTMENT OF COMMUNITY DEVELOPMENT

MEMORANDUM

To: City Council

From: Garrett Jackson

Date: September 21, 2022

Subject: Amendments to the Zoning Code related to Duplex, Townhomes, Cottage Housing, Bonus Density, and Definitions.

SUMMARY

City Council will be holding a public hearing on an Ordinance that amends the Bremerton Municipal Code (BMC) Title 20 related to the following:

- Cottage Housing - Allow for multiple small homes on a single lot within the Low Density Zone and Medium Density Residential Zone.
- Duplex & Townhomes - Permit these housing types within the Low Density Residential Zone, as long as maximum density requirements are met.
- Density Bonus - Codify a State required density bonus for religious organizations that provide affordable housing, and extend this entitlement to the Bremerton Housing Authority.
- Definition Updates - Updates to the definitions section of the zoning code for Cottage Housing and revising Maximum Density.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission unanimously approved the proposed amendments at a Public Hearing held on July 18, 2022. Draft minutes from the July 18, 2022 Public Hearing are provided following this memo.

MISSING MIDDLE HOUSING

In 2018 Mayor Wheeler directed Staff to review existing City code for opportunities to increase affordable housing; the results of this effort were published later that year as the [Assessment of Bremerton's Affordable Housing Policies & Regulations](#) (also known as the Infill Toolkit). A similar document detailing strategies meant to add affordable housing was published in collaboration with Kitsap County in 2020 as the [City of Bremerton & Kitsap County Affordable Housing Recommendations Report](#). Affordable housing types can sometimes be referred to as *Missing Middle* housing, which is defined in the City/County joint publication as,

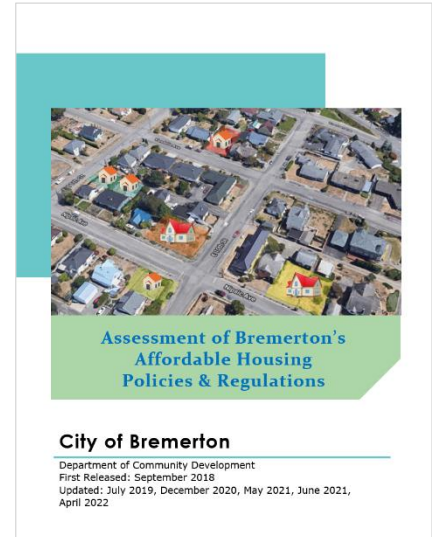
“... medium-density housing like duplexes, triplexes, townhouses, courtyard style apartments, cottage clusters, or accessory dwelling units. These types of housing developments were largely outlawed in the post-war period in favor of single-family housing units.”

Since 2018, several items identified in these documents have been codified by Council, including: increasing density in the Medium Density Residential Zone to 18 Dwelling Units per Acre (DUA), updating the Comprehensive Plan to allow duplex & townhomes in the Low Density Residential Zone, increasing the City-wide minimum density to 6 DUA, permitting two Accessory Dwelling Units (ADUs) per lot with no owner-occupancy requirement, and others. As items have been codified, new items have been added over the years; the proposed ordinance is the most current proposal from the Infill Toolkit.

The following report offers an overview of the proposal, with the included amending ordinance providing more specific detail. Three Planning Commission meetings were held to discuss the proposed topics; links can be found below to specific meeting packets.

- [Planning Commission July 18, 2022 Public Hearing](#)
- [Planning Commission June 27, 2022 Workshop](#)
- [Planning Commission April 18, 2022 Workshop](#)

In addition to Planning Commission meetings, Staff sought input from a variety of other community groups. In May of 2022 Staff presented the proposed revisions to the Kitsap Housing and Homeless Coalition (KHHC). This group is composed of over 50 partner agencies including the Bremerton Housing Authority, Kitsap Community Resources, Habitat for Humanity Kitsap County, Housing Kitsap, Catholic Housing Services, and 'Ohannah House Ministries. The Kitsap Building Association (KBA) and Kitsap County Realtors Association (KCAR) were also consulted; to date only positive feedback has been provided for the proposed amendments.



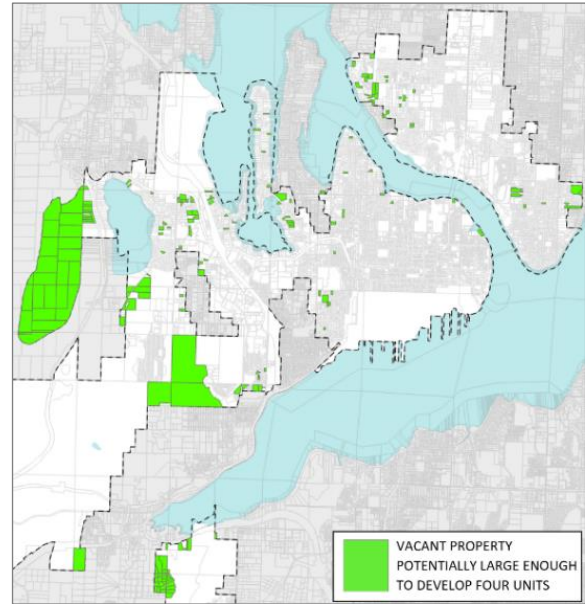
COTTAGE HOUSING

In February of this year, Staff received City Council approval to accept a *Housing Action Plan & Implementation (HAPI)* grant from the Department of Commerce in order to develop a Cottage Housing code; this was a \$40,000 nonmatching fund grant. Since that time, Staff has developed the proposed code which resulted in a unanimous Planning Commission recommendation of approval to the City Council. Typically, cottage housing consists of smaller homes that are clustered around a common open space on a single lot; these modestly sized homes are intended to provide more reasonably priced options. An example of what a cottage housing development might look like is provided in the image at the top of the page. Examples also exist within the City, from a time prior to the development types prohibition; the adjacent image provides one such example located on Snyder Avenue. Per the proposed code, cottage housing developments are subject to the development regulations of the R-10 zone, including density requirements setbacks from property lines, etc. Some other jurisdictions incentivize cottage housing by providing a density bonus, however, existing text within the Comprehensive Plan limits the cottage housing to existing density standards. Other proposed code provisions include:

- **Size.** The size of individual units is proposed to be limited to 1,200 square feet. The intent of this provision is to encourage more affordable units, though market forces will ultimately decide potential rates.
- **Clustering.** To encourage walkable communities and a sense of neighborhood, clusters of cottage homes are limited to 12 dwellings. Development proposals exceeding 12 units will need to demonstrate how additional housing is oriented into separate clusters.
- **Open Space & Design Standards.** It is typical for jurisdictions to require open space with cottage housing projects. The proposed code requires 400 square feet of open space per proposed unit. Covered porches that are architecturally integrated into the structure would also be an imposed design standard intended to ensure a quality aesthetic and promote neighborly activity.
- **Incentives.** In order to promote the development of these communities, certain incentives are proposed. Parking ratios of 1.5 spaces per unit, as well as the ability to centralize parking in shared areas, should provide a financial incentive. Cottage housing also provides a permitting path that avoids the subdivision process. Subdivision can be a time consuming and costly process; time and money are conserved by permitting multiple dwelling units on a single lot.



The adjacent map illustrates lots within the R-10 Zone that are potentially large enough to support four dwelling units and meet density requirements. As no density bonus is proposed for cottage housing development at this time, it is unlikely that development proposals with more than four dwelling units will be planned at many locations within the interior of the City. Accessory Dwelling Units (ADU) developments require less parking and have no open space or design requirements; for these reasons it seems likely that ADU development is the more cost effective option. As ADUs developments are capped at three total dwelling units, cottage housing developments begin to be a more workable development type at four or more dwellings. This same logic likely applies to potential duplex and townhome development, as proposals for three dwelling units or less are potentially more cost effective as ADUs.



DUPLEX & TOWNHOMES

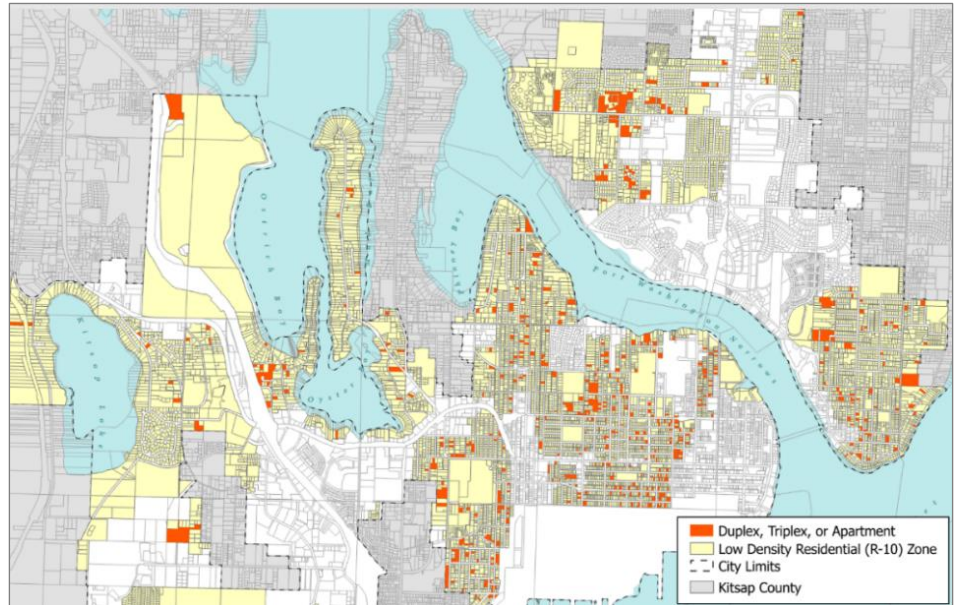
The current City zoning code contains provisions that permit duplexes and townhomes to be built selectively in the Low Density Residential (R-10) Zone, the proposed zoning code amendments would expand that entitlement to the remainder of the zone. Proposed zoning code amendments would permit these housing types only when the density standards of the zone are not exceeded. Existing code permits housing varieties like these in the R-10 Zone in several scenarios:

- [BMC 20.60.060\(f\)](#) allows duplexes and townhomes to be constructed if the property is located within 500 feet of a commercial district or center.
- [BMC 20.58.060\(d\)\(7\)](#) permits townhomes to be constructed in conjunction with a specialty subdivision referred to as a Residential Cluster Development (RCD). Unlike provisions per BMC 20.60.060(f), this subdivision type is permitted throughout the R-10 Zone.
- [BMC 20.46.010](#) allows Accessory Dwelling Units (ADUs) to be constructed in all areas within the R-10 Zone. A primary residence is permitted to include two ADUs, for a total of three dwelling units on a single lot. ADUs are not subject to density requirements, so they carry the potential to develop at higher densities than a traditional duplex or townhome which is limited to the density standards of the zone.

- [BMC 20.60.020\(i\)\(2\)](#) permits *attached single-family homes*, meaning single-family homes that have a property line bisecting the two units. The adjacent image shows an example of an attached single-family home built in 2019 located on High Avenue. It is *very* likely that any passerby would assume that this structure is a duplex, when in fact it is not.

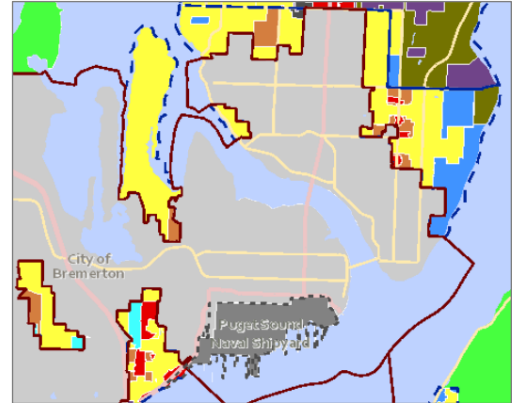


While these code provisions may stand as examples of increased permitted housing types in the City, they are also examples of why it may be appropriate to end the prohibition on duplex and townhomes within R-10 zone, as the zoning code currently either outright allows duplex or townhomes in certain scenarios or permits similar development that mirror those housing types.



It can be confusing for citizens to understand why regulatory hurdles exist for duplex and townhome development, when they are otherwise permitted in certain scenarios. Adding to this confusion is the historical development of duplex and multifamily development within the R-10 zone from time periods when these uses were permitted in these geographical areas. The map above illustrates the existing prevalence of duplex, triplex, and apartment structures within the R-10 Zone. With hundreds of examples of these structures within the zone, Staff regularly hears, “*What do you mean I can’t build a duplex, when there are already so many in my neighborhood?*”

At the County level, our jurisdictional neighbor is currently leading the way with permitted housing types allowed within their borders. While generally associated with rural development, counties are the jurisdictional authorities over Urban Growth Areas (UGAs) which can also permit urban development. UGAs associated to the City of Bremerton, but currently under the jurisdiction of Kitsap County, are pictured in image below. Each one of the zones bordering the City permit or conditionally permit duplex, townhomes, and cottage housing. It may be appropriate that incorporated areas would also permit these housing types to ensure complementary levels of urbanism. Allowing these additional housing varieties would also ensure consistent land use regulations across jurisdictional boundaries for those seeking to develop housing in Kitsap.



Washington State legislators have been attempting to lessen housing shortages by removing local control over permitted housing varieties. Examples from 2020 ([SB 5670](#) and [HB1782](#)) to 2022 ([SB 6536](#) and [HB 2780](#)) demonstrate the State's ongoing efforts to mandate additional housing varieties on local governments. While these efforts have not been enacted in law, it does establish how the State is committed to lessening housing shortages through the production of *Missing Middle* housing.

DENSITY BONUS

In 2019 [RCW 36.70A.545](#) was codified and requires jurisdictions within Washington State to provide a density bonus to religious organizations that provide affordable housing. The legislation left the exact execution of the density bonus up to jurisdictions to interpret, which results in negotiating individual proposals on a case-by-case basis for jurisdictions that do not provide a codified permitting path. To avoid this uncertainty, the Planning Commission recommends a density bonus of 50% above that permitted in zones with a maximum density. This would result in the densities shown in the table below, though it should be noted that the Bay Vista Subarea Plan and the East Park Subarea Plan are nearing 100% buildout and therefore likely have no development potential related to the density bonus.

Zone	Maximum DUA	Bonus Density DUA
Low Density Residential, R-10	10	15
Medium Density Residential, R-18	18	27
High Density Residential, R-40	40	60
Bay Vista Subarea	38 - 65	57 - 97
Downtown Subarea Plan, R-20	20	30
East Park Subarea Plan	12 - 50	18 - 75
Eastside Village Subarea, CRL	30	45

The density bonus would only be available to development proposals that include the following criteria:

- All residential units within the development are for Low Income Families as defined by [RCW 84.14.010](#), which means families making less than 80% of the County Area Median Income.

- A Notice to Title will be required which relays that affordable housing shall be provided for a period of no less than 50 years.
- Applicants are required to consult with Kitsap Transit to ensure adequate transit is available to the site.
- The affordable housing development does not discriminate against any person who qualifies as a member of a low-income household based on race, creed, color, national origin, sex, veteran or military status, sexual orientation, or mental or physical disability; or otherwise act in violation of the federal fair housing amendments act of 1988.

Additionally, as the leader in providing affordable housing in Kitsap County, the density bonus is proposed to be extended to the Bremerton Housing Authority (BHA). BHA has actively followed the amendment process and is supportive of the proposal.

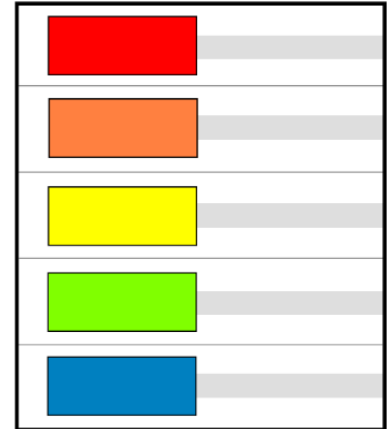
DEFINITIONS

Two updates to BMC 20.42 Definitions are proposed, an added definition for cottage housing and a revised definition for maximum density; both are provided in their entirety below.

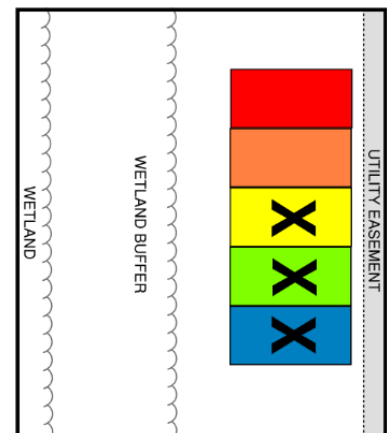
- “Cottage Housing Development” means a lot containing more than one principal conventional dwelling unit. Units shall not be greater than 1,200 gross square feet, and shall not share any common walls, ceilings, or floors with other principal conventional dwelling units.

- "Density, maximum" means the maximum number of dwellings allowed per the ~~net~~ gross buildable acreage as stated for each zone. Where not specified in a zone chapter, no maximum density shall apply.

The need for the added definition for cottage housing is clear, as there were no provisions previously for this development type, which leaves the density revision for further explanation. This proposed change is meant to facilitate a more common-sense approach to calculating density that could result in additional dwelling units being constructed in the City. The current definition for maximum density calculates the maximum number of dwelling units based off of *net acreage*, as opposed to *gross acreage*. A net acre subtracts critical areas, streets, and other undevelopable areas from the total acreage, prior to calculating the number of permissible dwelling units based on the zone's density. This often leads to customer confusion, as most would assume that a one-acre lot in the R-10 zone would yield a maximum of 10 dwellings, though this is seldom the case. The adjacent image illustrates two hypothetical developments of five dwellings, each on a one-half acre lot. Example #1 requires subdivision in order to construct more than one primary dwelling, has zero critical areas, and yields five total dwellings. This development method requires more physical space, as a minimum of 10 feet is required between dwellings for setbacks, each may require an individual driveway, and potentially individual utility easements. Example #2 illustrates a lot with wetlands, wetland buffers, and utility easements that remove over one half of the developable area from the lot. In a net acreage scenario, only two dwellings could be constructed on the lot, even if there is the physical space to construct five dwellings. As duplex, townhomes, and cottage housing utilize less physical space, it seems appropriate to instead consider a gross acreage calculation.



EXAMPLE 1



EXAMPLE 2

DRAFT

Subject September 19, 2022, Approval

CITY OF BREMERTON

PLANNING COMMISSION MINUTES OF VIRTUAL MEETING July 18, 2022

CALL TO ORDER:

Chair Tift called the regular meeting of the Bremerton Planning Commission to order at 5:30 p.m.

ROLL CALL

Commissioners Present

Chair Tift
Vice Chair Rich
Commissioner Coviello
Commissioner Flemister
Commissioner Pedersen
Commissioner Wofford

Staff Present

Andrea Spencer, Director, Department of Community Development
Garrett Jackson, Planning Manager, Department of Community Development
Kate Millward, Planner, Department of Community Development
Sarah Lynam, CBDG Administrator, Department of Community Development

Commissioners Excused

Commissioner Mosiman

Quorum Confirmed

CHAIR CALL FOR MODIFICATIONS TO AGENDA

The agenda was accepted as presented.

APPROVAL OF MINUTES

COMMISSIONER WOFFORD MOVED TO APPROVE THE MINUTES OF JUNE 27, 2022, AS PRESENTED.
COMMISSIONER PEDERSEN SECONDED THE MOTION, WHICH CARRIED UNANIMOUSLY.

PUBLIC MEETING

Call to the Public (public comments on any item not on the agenda)

Chair Tift invited comments from citizens. There were none.

Workshop: Zoning Code Amendments for Cottage Housing, Duplexes and Townhomes, Definition Updates, and State Law Updates Related to Density Bonuses for Religious Institutions and Bremerton Housing Authority (BHA)

Mr. Jackson advised that all of the proposed amendments are based on documents that have already been put together by the City of Bremerton and its partners, including the Assessment of Bremerton's Affordable Housing Policies and Regulations (Infill Toolkit) and the City of Bremerton and Kitsap County Affordable Housing Recommendations Report. Both documents

are available on the City's website. He reviewed that the proposed amendments were presented to the Commission at a public workshop on April 18th. In addition, staff presented the amendments to the Kitsap Housing and Homeless Coalition in May. Participants in the Coalition include the Bremerton Housing Authority (BHA), Kitsap Community Resources, Habitat for Humanity-Kitsap County, and Housing Kitsap, as well as religious organizations that specialize in housing such as the Catholic Housing Services and Ohana House Ministries. The legislative, marked-up code was presented to the Commission at their June 27th meeting and was forwarded to the Department of Commerce for dissemination to various State organizations for review. The State Environmental Policy Act (SEPA) review started on July 8th, and no objections have been received. Staff presented to the Kitsap Builders Association and Kitsap Realtors last week.

Mr. Jackson reviewed each of the proposed changes as follows:

- **Allow Duplexes and Townhomes in the Low-Density Residential (LDR) Zone.**

Mr. Jackson explained that, currently, duplexes and townhomes are outright permitted in the LDR zone, but only on properties located within 500 feet of a commercial district. Townhomes are also a permitted use in the LDR zone with a residential cluster development, which is a specialty type of subdivision. In addition, two Accessory Dwelling Units (ADUs) are permitted on any property in the LDR zone, with no owner-occupancy requirement. Kitsap County permits or conditionally permits duplexes, cottage housing and multi-family housing in all Urban Growth Areas (UGAs) associated with Bremerton, so the proposed amendments would provide some continuity between what the City allows and what is allowed in the areas that will likely be annexed into the City at some point. In addition, the Washington State Legislature has proposed mandating additional housing types statewide, and the Federal Government released a White House Brief in 2021, encouraging local jurisdictions to reduce exclusionary zoning in order to create affordable housing and boost production of two to four-unit housing development.

Mr. Jackson advised that, as proposed, Bremerton Municipal Code (BMC) 20.60 would be amended to remove the provision that limits townhomes and duplexes to LDR properties within 500 feet of a commercial district or center. If approved, townhomes and duplexes would be outright permitted in all LDR-zoned property.

- **Allow Cottage Housing in the Low-Density Residential (LDR) and Medium-Density Residential (MDR) Zones.**

Ms. Millward explained that cottage housing is a small-scale development type where the number of units is typically limited to between four and twelve. The homes are oriented toward an open space as opposed to the street, creating a more pedestrian versus vehicular environment, as well as a sense of built-in neighborliness that supports a smaller community and is representative of a traditional development style that is very familiar in the country. Cottage housing development does not require that property be subdivided. As proposed, each cottage housing unit would be limited to 1,200 square feet in size, with no more than 12 units in a cluster. In addition, 400 square feet of open space would be required per unit, and nonresidential structures (sheds/garages, etc.) would be limited to 80% gross square feet of all combined residential structures. A minimum 6'x10' covered front porch would be required for each unit, as well.

Ms. Millward advised that, as proposed, 1.5 parking spaces would be required, which is lower than the typical 2 parking space requirement, and no subdivision would be required. An existing home that does not conform to the cottage housing standards would be allowed to remain on the site. In LDR zones, three units or less would be outright permitted when meeting all criteria of approval, and four or more units would be conditionally permitted. In the Medium-Density Residential zone, (MDR), cottage housing would be outright permitted when meeting all criteria of approval.

- **Allow Bonus Densities for Religious Organizations.**

Mr. Jackson advised that, per Revised Code of Washington (RCW) 36.70A.545, jurisdictions are required to allow bonus densities to religious organizations that provide affordable housing. However, all housing units must be for low-income individuals or families for a period of time no shorter than 50 years. In addition, the housing provider would be prohibited from discriminating against any person who qualifies as a member of a low-income household. As proposed, the bonus density provision would also be offered to the Bremerton Housing Authority (BHA). A density bonus of up to 50% would be allowed for qualifying projects in all zones with a maximum density.

Mr. Jackson referred to Exhibit B, which is a letter from the BHA indicating support for the proposed changes. The procedure would be a Conditional Use Permit (CUP), and the criteria for approval would include: meet all other City standards (parking, utilities, traffic mitigation, etc.), does not apply to congregate living facilities, all units are affordable as defined by RCW 84.14.010, a 50-year term recognized by a recorded Notice to Title, consult with Kitsap Transit on appropriate transit services, and housing is provided in a nondiscriminatory way.

- **Change the Definition for “Maximum Density.”**

Mr. Jackson explained that the proposed additional housing varieties are a much more compact way of developing, and single-family homes are more spread out. The proposed changes will offer a greater opportunity to provide additional units on a gross basis as opposed to a net basis. He shared a diagram to illustrate the difference between gross-acre and net-acre measurements, noting that a net-acre measurement subtracts critical areas, utilities, easements, etc. from the total land available for development. A more straightforward approach is to base maximum density off a gross-acre measurement.

Mr. Jackson recommended that the Commission conduct a public hearing, deliberate and provide a recommendation to the City Council regarding the proposed amendments to Title 20 of the BMC.

Chair Tift opened the public hearing and invited public comments. There were none, and Chair Tift closed the public hearing.

Commissioner Wofford asked if the required 6’x10’ front porch would be included in the 1,200 square foot maximum unit size, and **Mr. Jackson** answered no.

Commissioner Coviello asked if any feedback was received from the Kitsap Builders Association. **Mr. Jackson** responded there were no negative comments following his presentation to the group, and no written comments have been submitted, either. The only written comment regarding the proposed amendments was from the Bremerton Housing Authority (BHA). **Vice Chair Rich** asked if any comments from residents were received, and **Mr. Jackson** answered no.

COMMISSIONER WOFFORD MOVED THAT THE COMMISSION RECOMMEND THE CITY COUNCIL ADOPT THE ZONING CODE TEXT AMENDMENTS TO TITLE 20 OF THE BREMERTON MUNICIPAL CODE AS SHOWN IN ATTACHMENT A, AND BASED UPON THE STAFF REPORT AND THE FINDINGS AND CONCLUSIONS PRESENTED IN ATTACHMENT C. VICE CHAIR RICH SECONDED THE MOTION, WHICH CARRIED UNANIMOUSLY.

Director Spencer thanked the Commissioners for their participation in the amendment process, which has been ongoing for the past several months. They asked some good questions along the way and provided good input.

BUSINESS MEETING

Chair Report

Chair Tift did not have any items to report.

Director Report

Director Spencer reminded the Commissioners that their August meeting was cancelled. She reported that they are in the process of reviewing applicants for the Project Assistant position and will likely have the position filled by the Commission’s next meeting on September 19th. At this point, she doesn’t know if the September meeting will be in person or virtual, as the City Council hasn’t made a decision yet.

Old Business

There was no old business.

New Business

Chair Tift thanked the Public Works Department for painting spaces for bicycles along Kitsap Way. These improvements will be great for the cyclists in the community.

ADJOURNMENT

The meeting was adjourned at 5:57 p.m.

Respectively Submitted by:

Andrea L Spencer, AICP
Executive Secretary

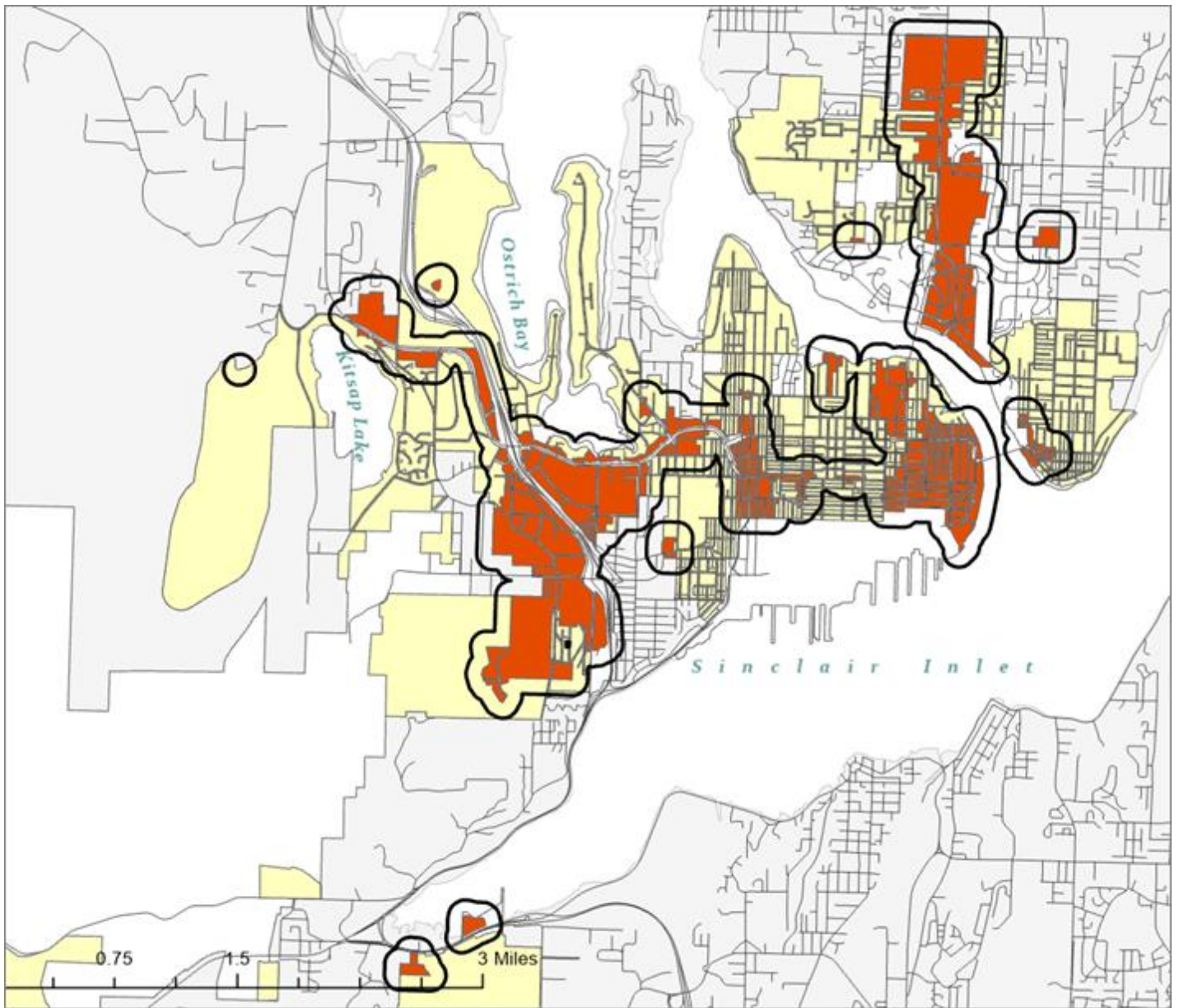
Rick Tift, Chair
Planning Commission

From: Garrett Jackson <Garrett.Jackson@ci.bremerton.wa.us>
Sent: Friday, September 16, 2022 5:57 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Cc: Andrea Spencer <Andrea.Spencer@ci.bremerton.wa.us>
Subject: Requested Information: Proposed Zoning Code Amendments

Council,

At the study session this week, there were a number of information requests related to proposed Zoning Code Amendments. Please see your requested materials addressed below:

1. **White House Fact Sheet.** A request was made for a copy of this document, please find a full copy attached as well as a link to the [webpage here](#).
2. **Maximum Density definitions from Kitsap jurisdictions.** It does not appear that any Kitsap jurisdiction uses Max Density based on a net basis (except Bremerton currently).
 - Kitsap County
“Density, maximum” means the largest number of dwelling units that shall be developed on a property(s) within a specific zone based upon the gross acreage of the property(s). In circumstances involving state or federal bald eagle habitat regulations, the calculation of maximum density may be affected.
 - Poulsbo
Density, Maximum. The “maximum density” shall be calculated by multiplying the development’s subject site gross acreage by the maximum number of dwelling units allowed in the applicable zoning district. Maximum density is used to determine the maximum number of lots or units that may be achieved in a development.
 - Port Orchard
There is no maximum density in the City of Port Orchard (confirmed with PO Staff).
 - Bainbridge Island
Density. “Density” means the number of dwelling units allowed in the lot area, not including accessory dwelling units. In zones that use floor area ratio (FAR) in place of units per acre, “density” means the maximum floor area allowed.
3. **Allowed Uses in other *single-family* zoning districts in the County.**
 - Kitsap County. The least dense zone in the County urban area is 1-5 Dwelling Units per Acre (DUA); in this zone duplex are permitted outright and cottage housing and multifamily are conditionally permitted.
Urban Low Residential (5-9 DUA): duplex, cottage housing, and multifamily structures permitted
 - Poulsbo. The least dense zone in Poulsbo is 4-5 DUA. In this zone only single family homes are permitted, however, in the Residential Medium zone is (6-10 DUA) duplex, townhomes, apartments are permitted outright; this is notable as the Bremerton R-10 zone is 6-10 DUA as well.
 - Port Orchard (No density standards): only single family homes and cottage housing permitted. Note: cottage housing in Port Orchard requires buildings be on individual lots.
 - Bainbridge Island. Multifamily uses (which include duplex) are conditionally permitted in the residential zoning districts with the least density.
4. **Permitting Data.** Ordinance 5364 (attached) granting duplex/townhomes in select areas of R-10 became effective December 21, 2018. Since that time one new duplex has been constructed at 306 & 308 Shore Drive in 2021.
5. **Uses within 500 feet.** A map illustrating areas within 500 feet of commercial zones/centers was requested, as it relates to [BMC 20.60.060\(f\)](#); please find that illustration below. Commercial areas are shown in dark orange, R-10 in yellow, and the black line demarks 500’ from commercial.



Garrett Jackson

Planning Manager

(360) 473 - 5289

Mailing Address: 345 6th Street, Suite 100

Physical Address: 345 6th Street, Suite 600

Bremerton, WA 98337

From: Leif Bentsen <l.a.bentsen@comcast.net>
Sent: Friday, September 2, 2022 3:47 PM
To: Garrett Jackson <Garrett.Jackson@ci.bremerton.wa.us>
Subject: RE: Proposed zoning for additional housing

Garrett,
My comments for the upcoming public meeting.

I support additional residential units being allowed in zoning for single family-residences, providing that they do not exceed four stories in inappropriate neighborhoods. I also support eliminating all single-family residence only zoning.

Sincerely,
Leif Bentsen
The 400 Condominium, unit 103
400 Washington Avenue
Bremerton, WA 98337

From: [Michael Nystrom](#)
To: [City Council](#)
Cc: [Michael Nystrom](#)
Subject: Proposed Zoning Code Amendments - Comments for the Record
Date: Wednesday, September 21, 2022 11:20:27 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Bremerton City Council,

Please accept the below comments for the Public Hearing concerning Proposed Zoning Code Amendments scheduled for 21 September 2022 at 5:00 PM. Please note that we are joint homeowners with our son for a residential property located on Ironsides Avenue in the Manette neighborhood of Bremerton.

We intensely oppose the proposal to allow multiple small homes on a single-family lot within the low and medium density residential zones. We also strongly reject the proposal to allow duplexes and townhomes on these types of lots, or to authorize or expand the Bremerton Housing Authority's density bonus exemptions provide by the state to religious organizations.

Specifically, the proposed zoning code amendments should not be allowed because:

1. This is a short-sighted solution that will create greater problems and greater inequalities in the future. The proposed changes are less about creating affordable housing and more about allowing some individuals who can afford it to make a quick buck at the expense of their neighbors who now have to tolerate increased traffic, less parking, more noise, destroyed views, more crime, and the collapse of the "feel" of community that they desired and believed would remain the same after they originally bought their home. Not all change is good - these proposed changes are bad for Bremerton!
2. It is easy to see how rich people and/or corporations will swoop in and buy up individual parcels, and cram together the most cheaply built homes that ruin the look and feel of the neighborhood for everyone else living there, all to maximize their own profits. Market forces do not drive beautifying neighborhoods. Individual homeowners proud of where they live do. Bremerton should not become a Monopoly Game board where people are primarily incentivized to cram as many rental houses as possible onto a single property.
3. Bremerton has already blocked out the downtown water and mountain views for people driving or walking by allowing mega-sized condominiums to invade Sinclair Inlet. The boardwalk does not erase what was lost along the street. These views for all can never be reclaimed and are lost forever unless a person is rich enough to afford to buy such expensive properties. Bremerton was built on proud tradition of blue-collar equality where the beauty of the area could be enjoyed by all. Now, a working family in the shipyard cannot even come close to being able to buy one of the downtown condos that are affordable only to wealthy people who have no deep roots in our community. These proposed zoning changes are irreversible, as are the negative effects they will have on our city. What these zoning changes will do years in the future is to turn the thriving family-based communities of today, similar those envisioned by George Bailey in "It's a Wonderful Life", into rundown shantytown areas managed by out-of-town slumlords that are more like Potter and his cheap high-density housing in Pottersville in this movie - where the only people living there are the ones who can't afford to move out.
4. Finally, the proposed zoning amendments do not respect the rights of existing homeowners in these neighborhoods whose property values, views, and lifestyle they originally purchased are negatively changed. We bought our property believing the look, feel, and community of our little neighborhood would stay the same. The proposed zoning changes, as noted above will only lead to increased traffic and crowd out street parking. This is only logical. Many people have multiple vehicles. It's easy to see that if two new homes are crammed into a lot that could mean four or more additional vehicles - or upwards of

three to ten cars, trucks, and motorcycles per lot. It's also not hard to imagine an expansion of junky lots, filled with broken down cars. We have these today, only it will be doubled or tripled as the density increases.

At one time Bremerton was considered one of the most livable cities in the county. These proposed zoning changes would erase that as an opportunity for future generations forever. There are other solutions. For example, zoning and property tax incentives could favor recycling old abandoned unused buildings and turning them into nice affordable homes. The old rundown Sizzler and Denny's restaurant buildings are easy examples where multi-story apartments or condominiums could be erected close to shopping and businesses that could serve them, enhance the "neighborhood" in that area without destroying the established communities that exist elsewhere. Bremerton can be both businesses and people friendly, but only if we are creative enough to find alternate solutions.

Thank you for accepting these comments and entering them into the public record.

Sincerely,
Mike and Lisa Nystrom
1300 Ironsides Avenue

From: [James Clough](#)
To: [City Council](#)
Subject: Letter of Support for Zoning Amendments
Date: Wednesday, September 21, 2022 1:28:26 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Council,

I am writing to express KCAR's appreciation of, and support for the code amendments that the city is considering. These changes will have a positive impact on the cost of housing, it will make housing units easier to produce, and the Kitsap County Association of REALTORS® is supportive of these measures.

I would also like to thank the council, and DCD staff, for their efforts to keep KCAR involved and updated. The efforts to communicate have been excellent and are very much appreciated. The inclusion of data from our Target:Housing Summit was noticed and we are extremely happy/proud to be a part of the decision making process.

Thank you again for the great work!

JAMES CLOUGH, AHWD, C2EX

GOVERNMENT AFFAIRS DIRECTOR
KITSAP COUNTY ASSOCIATION OF REALTORS®
P: 425-941-5345
E: james@kitsaprealtor.org
W: kitsaprealtors.org
A: 3689 Munson Street, Silverdale WA 98383



From: [Grant M. Brooks](#)
To: [City Council](#)
Subject: Public hearing re proposed zoning code amendments
Date: Tuesday, September 20, 2022 3:43:42 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

As a resident of Bremerton district 6, I support updates to zoning code to permit additional housing types, including cottage housing, duplexes and townhomes within the City. Furthermore I support the city council to codify a State required density bonus for religious organizations to provide affordable housing and to extend the entitlement to Bremerton Housing Authority.

The City requires more housing density and I believe that the above changes to zoning code may provide the opportunity to ameliorate this issue. Thank you.

Grant Brooks
1414 Naval Ave
Bremerton WA
98337
206-992-4395

From: [Garrett Jackson](#)
To: mjfilmmaker@yahoo.com
Cc: [Andrea Spencer](#); [City Council](#)
Subject: RE: Proposed zoning code amendments easing current housing restrictions
Date: Wednesday, September 21, 2022 12:48:24 PM

Mr. Decourcey,

Thank you for your inquiry and I want to understand your question better regarding the new code. The city's code already permits up to two small accessory dwelling units (often referred to as "mother-in-law" units) on residential lots. The new code proposal would allow a collection of smaller-scaled housing units (less than 1,200 square feet each) to be built on one lot without subdivision. Please let me know what your question is so that I can help explain - you can call me or send an email. I appreciate that you took the time to send this message to inquire about the City's new code provisions

Garrett Jackson

Planning Manager

(360) 473 - 5289

Mailing Address: 345 6th Street, Suite 100

Physical Address: 345 6th Street, Suite 600

Bremerton, WA 98337

From: MJ Filmmaker <mjfilmmaker@yahoo.com>
Sent: Monday, September 19, 2022 5:11 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: Proposed zoning code amendments easing current housing restrictions

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

RE: A question concerning the easing of current housing restrictions adding a second small home on a single lot.

To whom it may concern:

If a "tiny house" is allowed by changes contemplated, is there a way that the new residence might be sold separately from the main dwelling?

Although I realize this is no doubt subject to numerous variables, It poses an important issue for individual property owners wishing to add a small dwelling.

Thanks for your consideration,

Sincerely,

MICHAEL DECOURCEY

Resident in Bremerton zip 98337

From: [City Council](#)
To: [City Council](#)
Cc: [Garrett Jackson](#); [Andrea Spencer](#); [Greg Wheeler](#)
Subject: FW: Citizen Comments - In favor of proposed Zoning changes for Cottage Housing (Annika Turner)
Date: Wednesday, September 21, 2022 5:26:02 PM
Attachments: [image001.png](#)
Importance: High

Ms. Turner,

This is to acknowledge that your email was received, and to let you know that it was provided to the Council Members for their review and information.

Due to the subject matter, a copy was also shared with Mayor Wheeler and DCD Officials.

Please note that because this email was received after 4:00 PM, it will not be included in the on-line version of the Council Packet, but your comments have been shared with the Council Members, and your comments will be included in the final record.

Thank you for taking the time to submit your comments.

Lori Smith
Legislative Office Manager
Bremerton City Council
(360) 473-5280
www.BremertonWA.gov



From: Annika Turner <annika@kitsapiac.org>
Sent: Wednesday, September 21, 2022 4:00 PM
To: City Council <City.Council@ci.bremerton.wa.us>
Subject: In favor of proposed Zoning changes for Cottage Housing

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello city council members,

I live and work in the city of Bremerton.

I am writing **in favor** of the proposed zoning changes that would **allow Cottage Housing in the R-10 and R-18 zones**.

Cottage housing would allow for:

- Increased home **ownership**, because we would have more units and more affordable units (not just rentals)
- Increased **community resiliency** because the Cottage Housing construction style fosters more neighbor-to-neighbor interactions in the layering of public to private space, the concentration of parking, and the layout of the houses/open spaces. See this website by architect Ross Chapin for further info: <https://pocket-neighborhoods.net/index.html>

Thank you for your consideration of what is best for Bremerton residents now and in the future,

Annika Turner

Family Services Director (she/her [pronouns](#))

Kitsap Immigrant Assistance Center

Work Cell/Whatsapp: **360-440-2376**

Office: 360-616-2722

Mail: PO Box 1276 | Bremerton, WA 98337

Location: 3627 Wheaton Way #106 | Bremerton, WA → *By appointment only*

Visit us on our [website](#) or check out our [bilingual Facebook group](#).

Zoning Code Amendments

Public Hearing

Infill Tool Kit: Duplex, Townhomes, Cottage Housing, Density Bonus

Presenter: Garrett Jackson

September 21, 2022

Guidance Documents

Assessment of Bremerton's Affordable Housing Policies & Regulations (Infill Tool Kit)

- Raised citywide minimum density to 6 DUA
- Relaxed regulations on Accessory Dwelling Units
- Allowed lot size averaging for subdivisions
- Relaxed standards on Manufactures Homes
- Duplex and Townhome w/in 500' commercial



Assessment of Bremerton's Affordable Housing Policies & Regulations

City of Bremerton

Department of Community Development

First Released: September 2018

Updated: July 2019, December 2020, May 2021, June 2021,
April 2022

<https://www.bremertonwa.gov/DocumentCenter/View/7035/Infill-Toolkit-PDF>

Guidance Documents

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City of Bremerton & Kitsap County Affordable Housing Recommendations Report

March 2020

Prepared for: The City of Bremerton and Kitsap County

FINAL REPORT

ECONorthwest
ECONOMICS • FINANCE • PLANNING

Park Place
1200 6th Avenue, Suite 615
Seattle, WA 98101
206-823-3060

<http://www.bremertonwa.gov/DocumentCenter/View/8501/Kitsap-Affordable-Housing-Recommendation---Full-Report-PDF?bidId=>

Guidance Documents

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- Raised Citywide minimum density to 6 DUA
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- Duplex and Townhome w/in 500' commercial
- Others



Assessment of Bremerton's Affordable Housing Policies & Regulations

City of Bremerton

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First Released: September 2018

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April 2022

<https://www.bremertonwa.gov/DocumentCenter/View/7035/Infill-Toolkit-PDF>

Current Proposal

Assessment of Bremerton's Affordable Housing Policies & Regulations (Infill Tool Kit)

- Duplex & Townhomes in Low Density Residential (R-10) Zone
- Cottage Housing in R-10 & R-18 Zones
- Affordable Housing Density Bonus citywide
- Definition update



Assessment of Bremerton's Affordable Housing Policies & Regulations

City of Bremerton

Department of Community Development

First Released: September 2018

Updated: July 2019, December 2020, May 2021, June 2021,
April 2022

<https://www.bremertonwa.gov/DocumentCenter/View/7035/Infill-Toolkit-PDF>

Missing Middle Housing

City of Bremerton & Kitsap County Affordable Housing Recommendations Report,

“... **medium-density housing like duplexes, triplexes, townhouses, courtyard style apartments, cottage clusters, or accessory dwelling units. These types of housing developments were largely outlawed in the post-war period in favor of single-family housing units.**”



Revise Allowed Uses To Promote Infill: Duplex & Townhomes in LDR Zone

Housing Types (Federal)

- Work with state and local governments to boost housing supply by reducing exclusionary zoning.
- Encourage 2-4-unit properties.



BRIEFING ROOM

FACT SHEET: Biden-Harris Administration Announces Immediate Steps to Increase Affordable Housing Supply

SEPTEMBER 01, 2021 • STATEMENTS AND RELEASES

Immediate Steps Supplement the Biden-Harris Administration's Push for Historic, Long-Term Investments in New Housing as Part of the Build Back Better Agenda

Since President Biden took office, the economy has created more than 4 million jobs, with an average of more than 830,000 new jobs over the last three months. In the first half of the year, the economy grew at the fastest rate seen in nearly 40 years.

This economic progress has enabled millions of American homeowners and renters to get back on track. In the second quarter of 2021, the mortgage delinquency rate on single-family mortgages fell to below 5.5 percent — from a pandemic high of more than 8 percent. The percentage of renter households behind on rent has also fallen from 19.4 percent to 15.4 since the beginning of this year.

While the Administration continues to do everything in its power to stabilize families who are at risk of losing their homes because of the economic impact of the pandemic, we still have more work to do. President Biden and Vice President Harris believe we need to do more than build back to the way things were before. We need to build back better.

While Congress works toward passing the Build Back Better Agenda, which includes an historic investment in building new homes and making existing housing safer, healthier, and more energy efficient, the President knows that we can't wait to take action. The large and long-standing gap between the supply and demand of affordable homes for both renters and homeowners makes it harder for families to buy their first home and drives up the cost of rent. Higher housing costs also crowd out other investments families can and should make to improve their lives, such as investments in education.

<https://www.whitehouse.gov/briefing-room/statements-releases/2021/09/01/fact-sheet-biden-harris-administration-announces-immediate-steps-to-increase-affordable-housing-supply/>

Housing Types (State)

Adds requirements for local jurisdictions to allow Missing Middle housing

- SB 5670 - 2021-22
- HB 1782 - 2021-22
- SB 6536 - 2019-20
- HB 2780 - 2019-20

SENATE BILL REPORT

SB 5670

As of January 17, 2022

Title: An act relating to creating additional middle housing near transit and in areas traditionally dedicated to single-family detached housing.

Brief Description: Creating additional middle housing near transit and in areas traditionally dedicated to single-family detached housing.

Sponsors: Senators Das, Kuderver, Frock, Litas, Lovelett, Mullet, Nguyen, Pedersen, Saldaña and Stanford; by request of Office of the Governor.

Brief History:

Committee Activity: Housing & Local Government; 1/18/22.

Brief Summary of Bill

- Requires any fully planning city with a population of 20,000 or more to authorize the development of all middle housing types on all lots zoned for single-family residential use within one-half mile of a major transit stop and duplexes, triplexes, and fourplexes on all other lots zoned for single-family residential use.
- Requires any fully planning city with a population of 10,000 or more to authorize the development of duplexes on all lots zoned for detached single-family residential use.
- Provides an alternative for fully planning cities to implement new middle housing zoning policy and related requirements through alteration of local zoning to allow for certain average minimum density equivalents.
- Requires the Department of Commerce to provide technical assistance and publish model middle housing ordinances to assist cities to implement the new middle housing zoning policy and related requirements.

This analysis was prepared by non-partisan legislative staff for the use of legislative members in their deliberations. This analysis is not part of the legislation nor does it constitute a statement of legislative intent.

Housing Types (County)

Outlines strategies to achieve
Missing Middle housing

City of Bremerton & Kitsap County Affordable Housing Recommendations Report

March 2020

Prepared for: The City of Bremerton and Kitsap County

FINAL REPORT

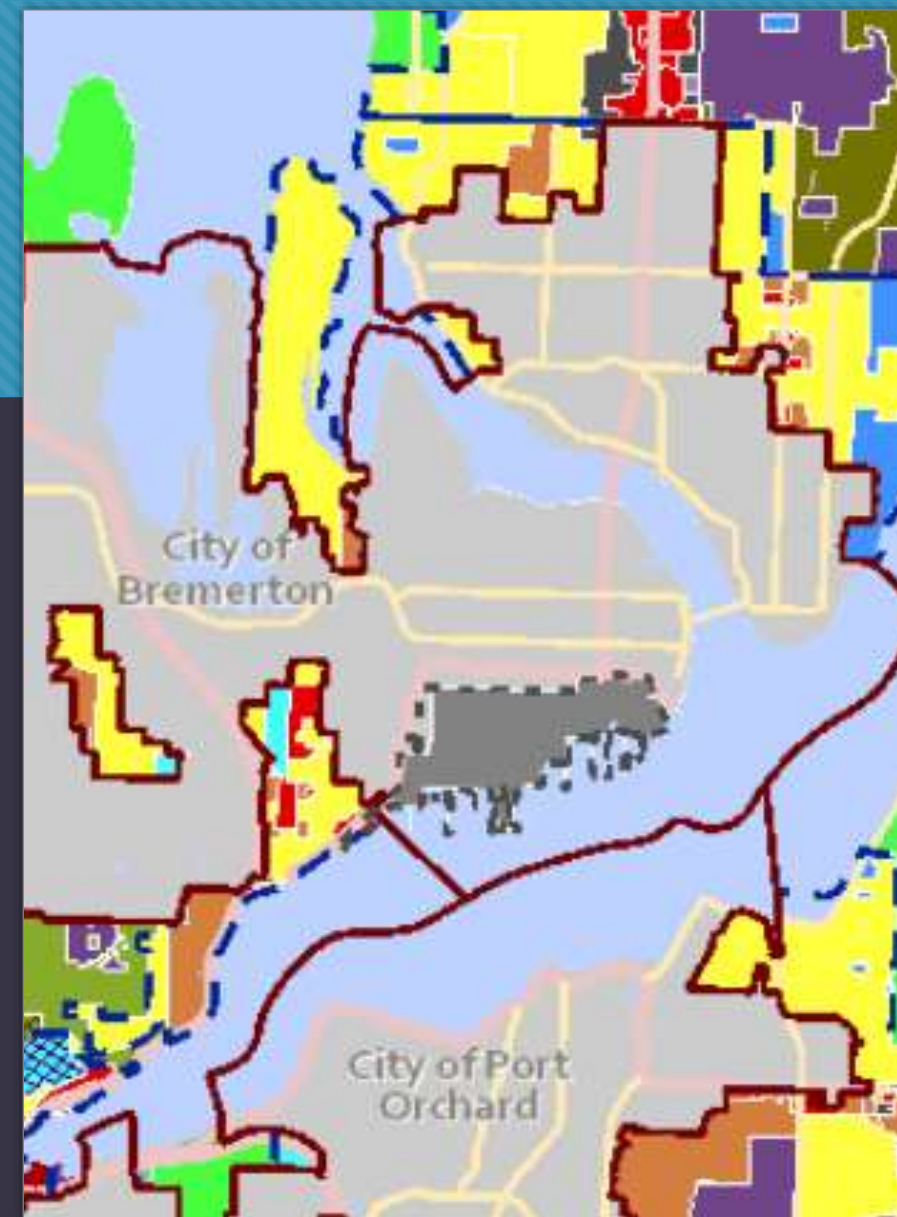
ECONorthwest
ECONOMICS • FINANCE • PLANNING

Park Place
1200 6th Avenue, Suite 615
Seattle, WA 98101
206-823-3060

<http://www.bremertonwa.gov/DocumentCenter/View/8501/Kitsap-Affordable-Housing-Recommendation---Full-Report-PDF?bidId=>

Housing Types (County)

- Urban Restricted (UR)
- Urban Low Residential (UL)
- Urban Medium Residential (UM)
- Urban High Residential (UH)
- Commercial



<https://psearch.kitsapgov.com/psearch/>

Housing Types (Local)



- **BMC 20.60.060(f)** duplexes and townhomes within 500 feet of a commercial district or center.
- **BMC 20.58.060(d)(7)** townhomes Residential Cluster Development (RCD) in all areas within R-10 Zone.
- **BMC 20.60.020(j)(2)** attached single-family homes in all areas within R-10 Zone.
- **BMC 20.46.010** Accessory Dwelling Units (ADUs) in all areas within the R-10 Zone. Three total dwellings. No density requirement.

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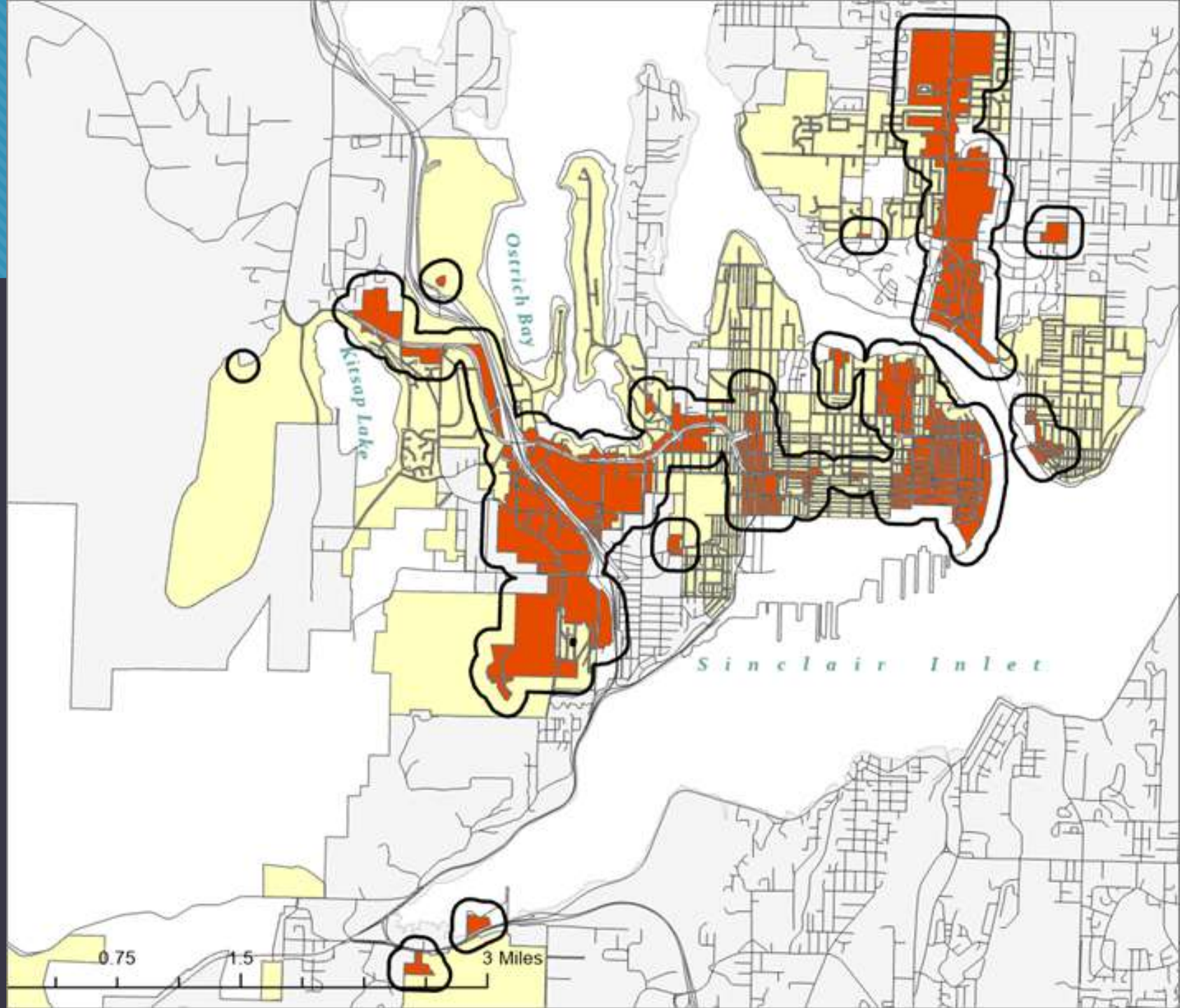
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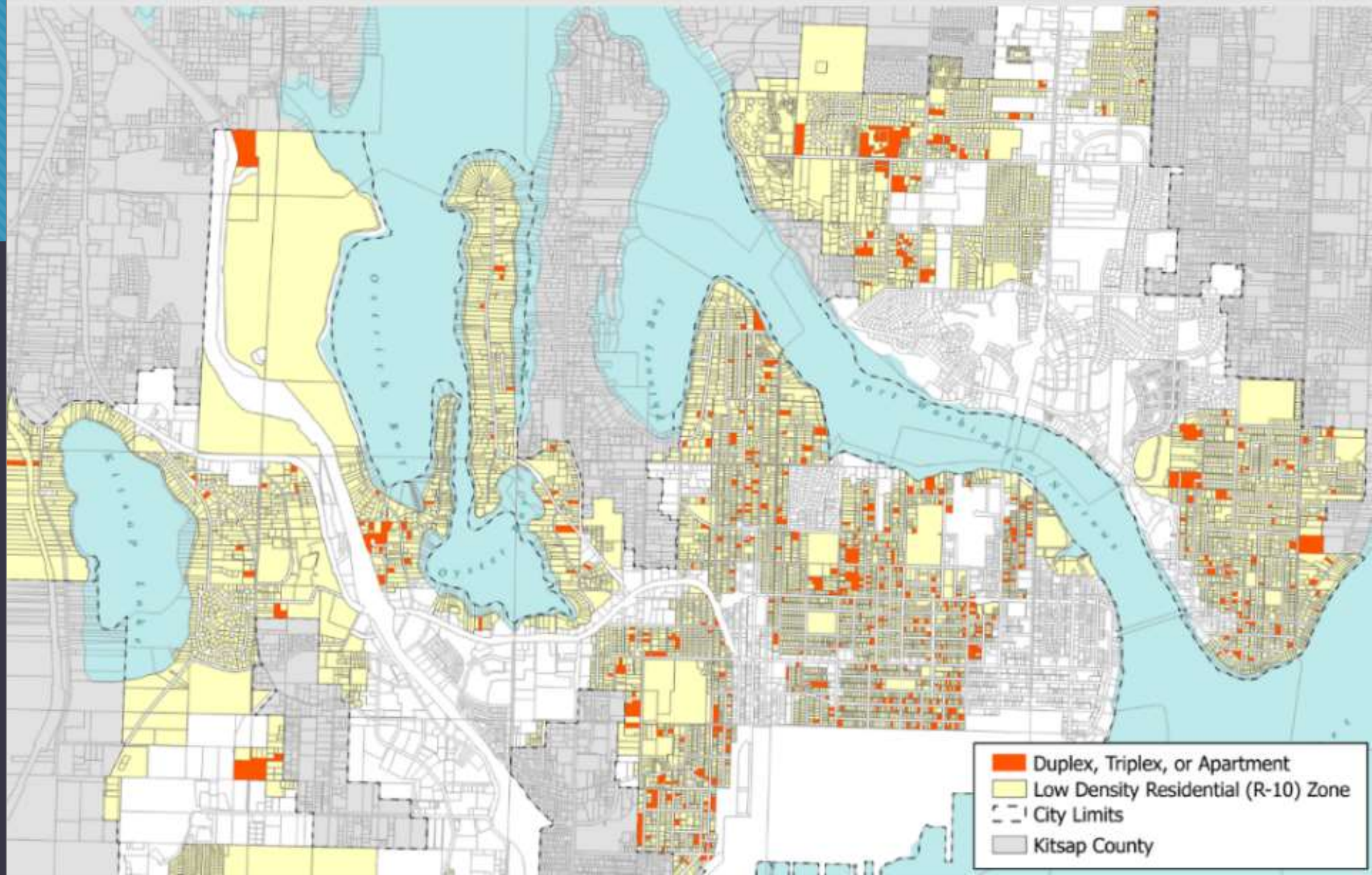


Existing Code

- **BMC 20.60.060(f)** duplexes and townhomes within 500 feet of a commercial district or center.

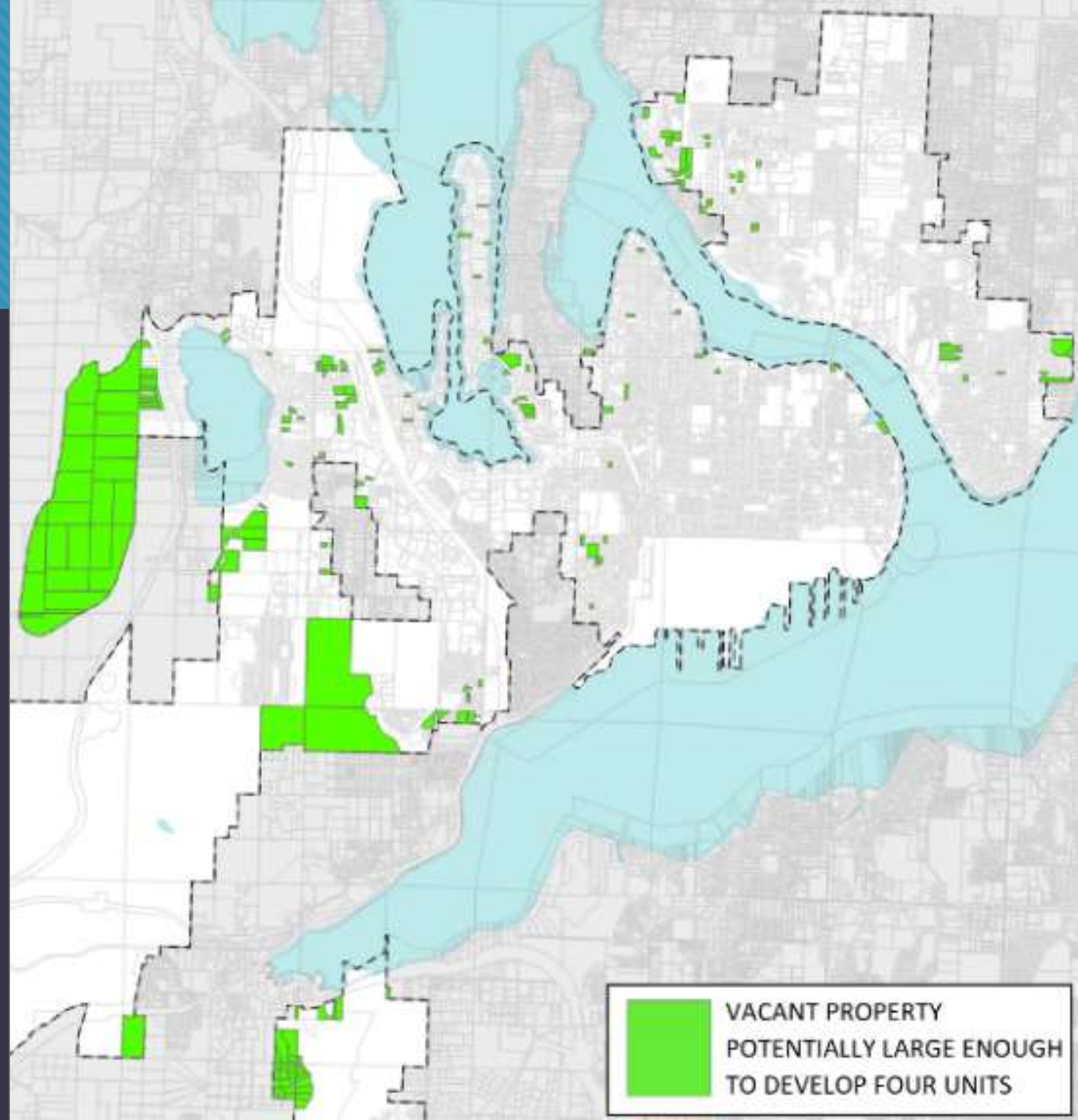


EXISTING NON-CONFORMING HOUSING



Existing City Property Sizes

- Generally, properties on the interior of the City are not large enough to develop 4 or more units.
- Accessory Dwelling Units (current code) will likely remain development preference

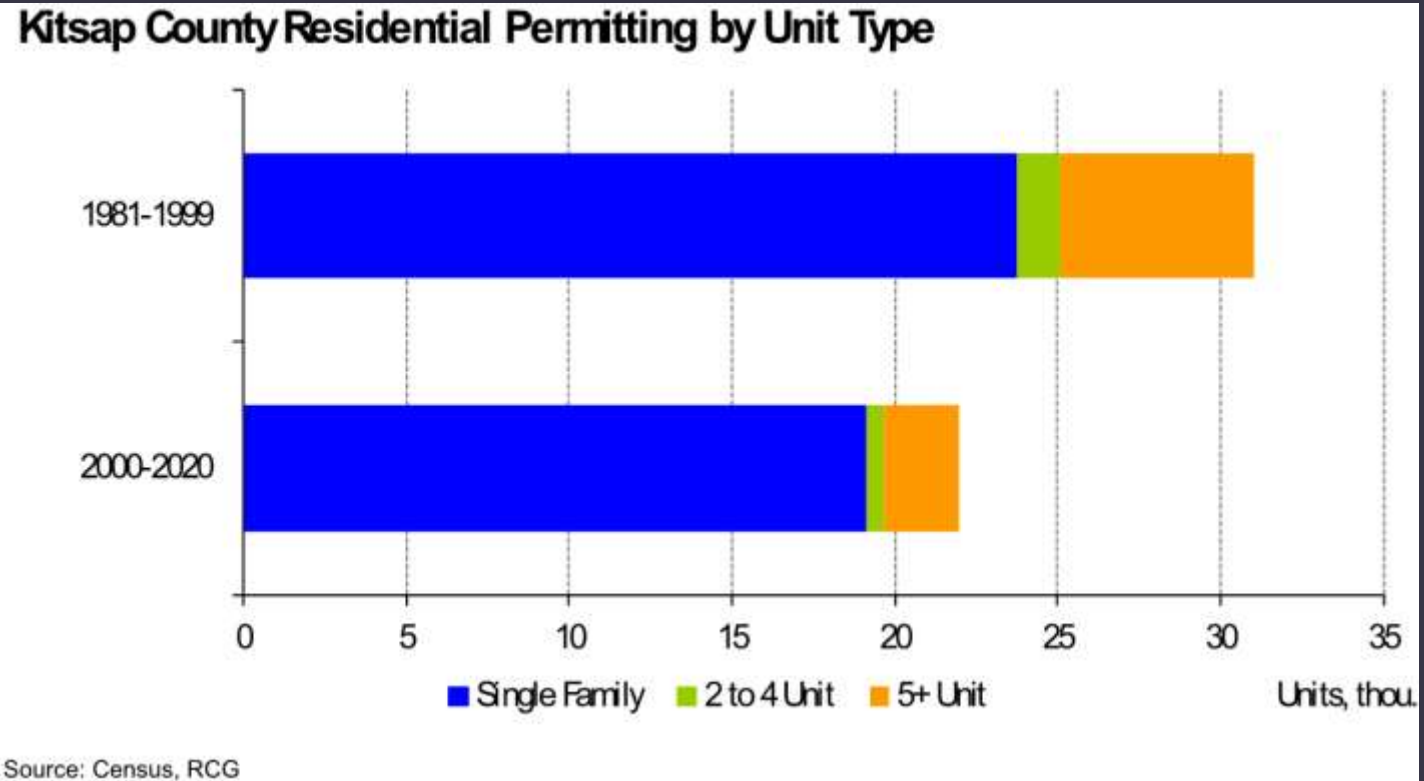


Kitsap Housing Summit

Kitsap Association of Realtors/ Rosen Consulting Group

May 10, 2022

Recommendations included allowing single family parcels to develop duplex or triplex



Kitsap Housing Summit

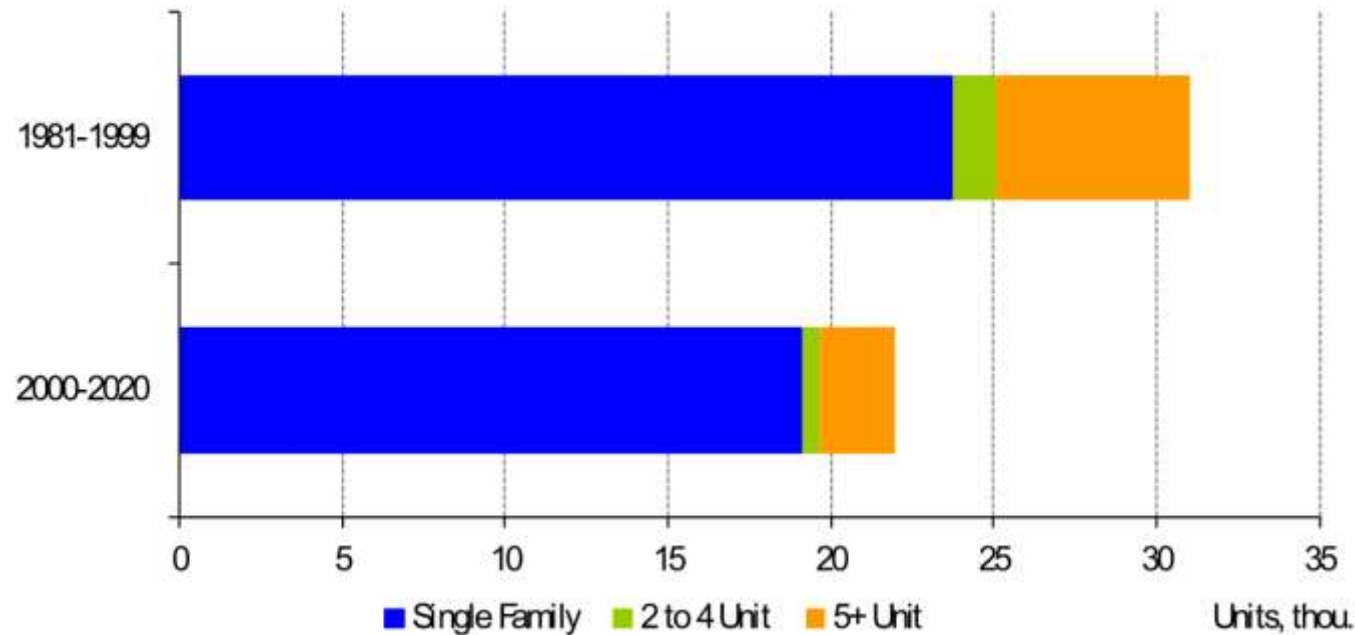
Kitsap Association of Realtors/ Rosen Consulting Group
May 10, 2022

Recommendations included allowing single family parcels to develop duplex or triplex

“These changes will have a positive impact on the cost of housing, it will make housing units easier to produce, and the Kitsap County Association of REALTORS® is supportive of these measures. “

James Clough
Government Affairs Director
Kitsap County Association of Realtors (KCAR)

Kitsap County Residential Permitting by Unit Type



Source: Census, RCG

Review

- Identified in our Affordable Housing strategies documents
- Identified affordable housing solution at the Federal, State, County, and Local level
- Currently permitted in the City (with some prohibitions)
- These development types are currently found throughout the City
- May be a small impact, removes existing prohibition inhibiting potential affordable housing
- Recommendation from the KCAR Kitsap Housing Summit

Cottage Housing

Presenter: Kate Millward

Cottage Housing (Example)

- Typically, four or more small clustered dwellings
- Homes oriented toward a shared open space
- A pedestrian environment, not automobile
- Ordinances are typically accompanied by density bonuses, though not in this proposal



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CHICO WAY



Cottage Housing (Proposed Change)

Definition

- “Cottage Housing Development” means a lot containing more than one principal conventional dwelling unit. Units shall not be greater than 1,200 gross square feet, and shall not share any common walls, ceilings, or floors with other principal conventional dwelling units.

Orientation

- Structures shall be oriented to the street or shared open space, and limited to clusters of no more than twelve units.

Open Space

- 400 square feet of open space is required per dwelling.

Parking

- 1.5 parking spaces required per unit.

Cottage Housing (Proposed Change)

Design Standards

- Front Porch required with minimum dimension of 6-foot depth and 10-foot length.

Nonconformities

- An existing home not conforming to cottage housing standards may remain.

Procedure

- Low Density Residential (R-10) Zone
 - 3 units or less, outright permitted when meeting all criteria of approval (open space, design standards, etc.)
 - 4 units or more, Conditional Use Permit required
- Medium Density Residential (R-18) Zone
 - Outright permitted when meeting all criteria of approval (open space, design standards, etc.)

Bonus Density for Religious Organizations

Bonus Density

Per RCW 36.70A.545, jurisdictions are required to provide a bonus density to a religious organization if:

- Low Income Housing. All provided housing units are for Low Income individuals or families.
- Time Restriction. That the development is required to be used exclusively for affordable housing for a period of time no shorter than 50 years.
- Discrimination. That the housing provider does not discriminate against any person who qualifies as a member of a low-income household.



Bonus Density

Applicability

- In zones with a maximum density, qualifying projects may increase density 50%.

Applicant

- Religious Organizations as defined by RCW 26.04.007
- The Bremerton Housing Authority

Procedure

- Conditional Use Permit

Criteria for Approval

- Meet all other City standards (parking, utilities, traffic mitigation, etc.)
- Does not apply to congregate living facilities
- All units are affordable as defined by RCW 84.14.010
- 50-year term recognized by a recorded Notice to Title
- Consult with Kitsap Transit on appropriate transit services
- Nondiscriminatory



600 Park Avenue
Bremerton WA 98337
(p) 360-479-3694
(f) 360-616-2927
www.bremertonhousing.org

July 7, 2022

Community Development
345 6th Street, Suite 100
Bremerton, WA 98337

Dear City of Bremerton Planning Commission:

I want to thank you for considering that the Bremerton Housing Authority be included in the proposed amendment implementing the RCW 36.70A.545 legislation which requires that jurisdictions allow a density bonus to housing projects of religious organizations. As you are aware, there is an extreme shortage of affordable housing in Bremerton.

The shortage of affordable housing negatively impacts the mission of the Bremerton Housing Authority and is part of the reason that we are unable to fully utilize the federal resources allocated to us by HUD. For example, we have been allocated approximately 1,900 housing choice vouchers but currently only utilize approximately 1,350. Part of the reason is a lack of funding, but much of the reason is a lack of available units for voucher participants. We currently have over 150 voucher holders looking for housing in Kitsap County. Many of our voucher holders eventually give up and their vouchers expire. When this happens, they cannot get another voucher until our waitlist opens which only happens at the most, once a year. Not utilizing our vouchers also denies us approximately \$5 million dollars in federal funding annually.

The Bremerton Housing Authority has implemented several strategies to address the affordable housing crisis, including:

- Appealing the HUD determined Fair Market Rent calculation which allowed higher payment standards so voucher holders have more buying power.
- Hiring a Landlord Liaison to increase landlord participation.
- Working to complete a project based and preference strategy to have a targeted approach to expanding our utilization of vouchers.
- Increasing our affordable housing stock through development and acquisition.

The amendment for density bonus will be of particular significance to Bremerton Housing Authority in our efforts to build housing. We currently have one project in the planning stages. The density bonus will allow us to build more studio and/or one-bedroom units on this site. This is important because, our highest demand is for one-bedroom or studio units.

Thank you again for this consideration and please let me know if you have any questions for me.

Sincerely,

Jill Stanton, Executive Director



Bremerton Housing Authority does not discriminate based on race, color, creed, national origin, religion, disability, sex, sexual orientation, gender identity, age (over 40), military/veteran status, familial status, or any other basis prohibited under federal, state, or local law in admission or access to its program.

Equal Opportunity Employer

If you need to request a reasonable accommodation, contact the BHA Section 504 Coordinator at (360) 616-7111. (TDD) 7-1-1.



Bonus Density: Definition Discrimination

The affordable housing development does not discriminate against any person who qualifies as a member of a low-income household based on race, creed, **religion, lack of creed or religion**, color, national origin, sex, **gender identity, gender expression**, veteran or military status, sexual orientation, or mental or physical disability; or otherwise act in violation of the federal fair housing amendments act of 1988;



Bonus Density: Definition Religious Organization

Per RCW 36.70A.545:

RCW 36.01.290 Hosting the homeless by religious organizations

"Religious organization" means the federally protected practice of a recognized religious assembly, school, or institution that owns or controls real property.

Proposed Ordinance:

RCW 26.04.007, City of Tacoma TMC 13.05(A)(25)

"Religious organization" includes, but is not limited to, churches, mosques, synagogues, temples, nondenominational ministries, interdenominational and ecumenical organizations, mission organizations, faith-based social agencies, and other entities whose principal purpose is the study, practice, or advancement of religion.

PDF RCW 36.01.290

Hosting the homeless by religious organizations—When authorized—Requirements—Prohibitions on local actions.

(1) A religious organization may host the homeless on property owned or controlled by the religious organization whether within buildings located on the property or elsewhere on the property outside of buildings.

(2) Except as provided in subsection (7) of this section, a county may not enact an ordinance or regulation or take any other action that:

(a) Imposes conditions other than those necessary to protect public health and safety and that do not substantially burden the decisions or actions of a religious organization regarding the location of housing or shelter, such as an outdoor encampment, indoor overnight shelter, temporary small house on-site, or vehicle resident safe parking, for homeless persons on property owned or controlled by the religious organization;

(b) Requires a religious organization to obtain insurance pertaining to the liability of a municipality with respect to homeless persons housed on property owned by a religious organization or otherwise requires the religious organization to indemnify the municipality against such liability;

(c) Imposes permit fees in excess of the actual costs associated with the review and approval of permit applications. A county has discretion to reduce or waive permit fees for a religious organization that is hosting the homeless;

(d) Specifically limits a religious organization's availability to host an outdoor encampment on its property or property controlled by the religious organization to fewer than six months during any calendar year. However, a county may enact an ordinance or regulation that requires a separation of time of no more than three months between subsequent or established outdoor encampments at a particular site;

(e) Specifically limits a religious organization's outdoor encampment hosting term to fewer than four consecutive months;

(f) Limits the number of simultaneous religious organization outdoor encampment hostings within the same municipality during any given period of time. Simultaneous and adjacent hostings of outdoor encampments by religious organizations may be limited if located within one thousand feet of another outdoor encampment concurrently hosted by a religious organization;

(g) Limits a religious organization's availability to host safe parking efforts at its on-site parking lot, including limitations on any other congregationally sponsored uses and the parking available to support such uses during the hosting, except for limitations that are in accord with the following criteria that would govern if enacted by local ordinance or memorandum of understanding between the host religious organization and the jurisdiction:

(i) No less than one space may be devoted to safe parking per ten on-site parking spaces;

(ii) Restroom access must be provided either within the buildings on the property or through use of portable facilities, with the provision for proper disposal of waste if recreational vehicles are hosted; and

(iii) Religious organizations providing spaces for safe parking must continue to abide by any existing on-site parking minimum requirement so that the provision of safe parking spaces does not reduce the total number of available parking spaces below the minimum number of spaces required by the county, but a county may enter into a memorandum of understanding with a religious organization that reduces the minimum number of on-site parking spaces required;

(h) Limits a religious organization's availability to host an indoor overnight shelter in spaces with at least two accessible exits due to lack of sprinklers or other fire-related concerns, except that:

(i) If a county fire official finds that fire-related concerns associated with an indoor overnight shelter pose an imminent danger to persons within the shelter, the county may take action to limit the religious organization's availability to host the indoor overnight shelter; and

Bonus Density: Definition Religious Organization

Per RCW 36.70A.545:

RCW 36.01.290 Hosting the homeless by religious organizations

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PDF RCW 26.04.007

Definition—Religious organization.

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[2012 c 3 § 7 (Referendum Measure No. 74, approved November 6, 2012).]

NOTES:

Notice—2012 c 3: See note following RCW 26.04.010.

Definition Modification: “Maximum Density”

Maximum Density (Proposed Change)

Definition

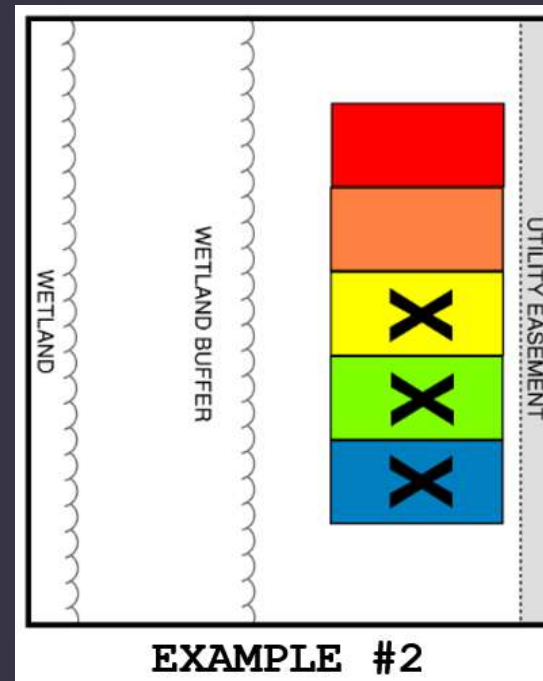
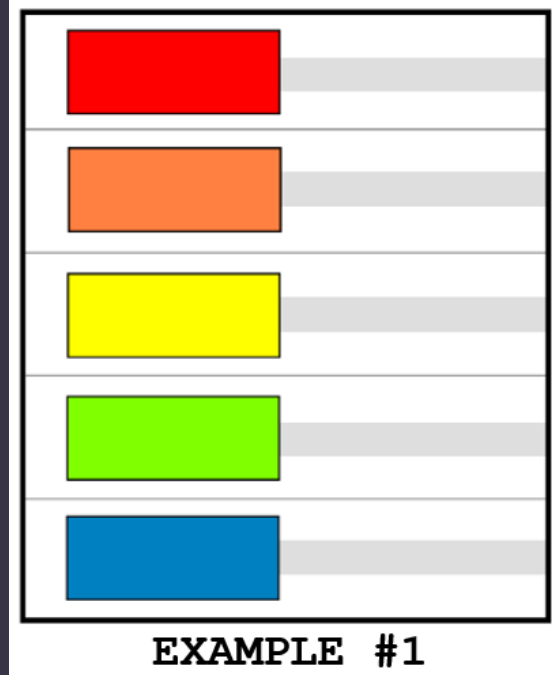
- "Density, maximum" means the maximum number of dwellings allowed per the ~~net~~ gross buildable acreage as stated for each zone. Where not specified in a zone chapter, no maximum density shall apply.



Maximum Density (Current Code Example)

Definition

- "Density, maximum" means the maximum number of dwellings allowed per the net gross buildable acreage as stated for each zone. Where not specified in a zone chapter, no maximum density shall apply.



Public Notice

Public Notice

- Planning Commission April 18, 2022 Workshop
- Kitsap Housing & Homelessness Coalition May 18, 2022
- Kitsap Building Association July 14, 2022
- Planning Commission June 27, 2022 Workshop
- Planning Commission July 18, 2022 Public Hearing
- City E-news (facebook, twitter, etc.) September 2, 2022
- Mailer to City Religious Organizations September 2, 2022
- Mailer to all R-10 & R-18 properties September 14, 2022
- Kitsap Housing & Homelessness Coalition September 21, 2022



PARTNER AGENCIES

Agape Unlimited
Beacon Communities
Brain Injury Alliance of WA
Bremerton Foodline
Bremerton Housing Authority
Bremerton School District
Catholic Community Services
Catholic Housing Services
City of Bremerton Community Development Block Grant Program
Crime Victim Assistance Center
DSHS Bremerton CSO
Eagle's Wings
Goodwill Industries
Habitat for Humanity of Kitsap County
Helpline House Bainbridge Is
Housing Kitsap
Housing Resources Board
Kitsap Community Resources
Kitsap County Community Development Block Grant Program
Kitsap County Division of Aging & Long-Term Care
Kitsap County Housing & Homelessness Program
Kitsap County Sheriff's Office
Kitsap County Veteran's Assistance Program
Kitsap Immigration Assistance Center
Kitsap Interfaith Network
Kitsap Legal Services
Kitsap Mental Health Services
Kitsap Public Health District
Kitsap Recovery Center
Kitsap Rescue Mission
Kitsap Regional Library
Kitsap Transit
North Kitsap Fishline
Northwest Justice Project
O'hannah House Ministries
Olalla Recovery Center
PCAP: Parent-Child Assistance Program
Peninsula Community Health Services
The Coffee Oasis
The Salvation Army
Their Voice
Salish Behavioral Health Organization (BHO)
Sound Grants
South Kitsap Community Alliance
South Kitsap Helpline
St. Vincent de Paul
StandUp for Kids
United Way of Kitsap County
WA Department of Veteran's Affairs
WA Employment Security Department
Weaver Foundation ~ Georgia's House
West Sound Treatment Center
West Sound Youth for Christ
YWCA of Kitsap County

Public Notice

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- Kitsap Housing & Homelessness Coalition September 21, 2022



CITY OF BREMERTON

Department of Community Development

Zoning Code Amendments

Please join the City Council for a Public Hearing

WEDNESDAY | SEPTEMBER 21st, 2022 | 5:30PM

Why update the code?

In July of 2019, Washington State signed RCW 36.70A.545 into law. This statute mandates that jurisdictions provide a density bonus to religious organizations seeking to create affordable housing, when certain conditions are met. The City of Bremerton is seeking to update the municipal zoning code to provide a 50% density bonus for projects meeting the following requirements:

- The affordable housing development is occupied exclusively by low-income households;
- The development must be used only for affordable housing purposes for at least fifty years;
- Housing does not discriminate against any person who qualifies as a member of a low-income household based on race, creed, color, national origin, sex, veteran or military status, sexual orientation, or mental or physical disability; or otherwise act in violation of the federal fair housing amendments act of 1988;
- Development must work with Kitsap Transit to ensure appropriate transit services are provided to the affordable housing development.
- All other codified City regulations applied to developments of this type.

PLEASE CHECK THE CITY COUNCIL WEBPAGE FOR OPTIONS
ON HOW TO ATTEND THE HEARING:

<https://www.bremertonwa.gov/691/Council-Meetings>

For questions or comments contact Garrett Jackson, Planning Manager
(360) 473-5289 | garrett.jackson@ci.bremerton.wa.us

Public Notice

- Planning Commission April 18, 2022 Workshop
- Kitsap Housing & Homelessness Coalition May 18, 2022
- Kitsap Building Association July 14, 2022
- Planning Commission June 27, 2022 Workshop
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CONTACT US

City of Bremerton
Department of
Community
Development
345 6th St,
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(Mailing)
Bremerton, WA
98337
360-473-5275

Recipient Name
Address
City, ST ZIP Code

City of Bremerton - DCD
345 6th Street, Suite 100
Bremerton, WA

PLEASE JOIN US FOR A PUBLIC HEARING

Bremerton City Council
September 21st 2022
5:00pm



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Proposed Zoning Code Amendments

The City of Bremerton is considering updates to its Zoning Code in order to permit additional housing types.

Proposed Zoning Code Amendments would ease current housing restrictions in order to promote the creation of affordable housing options in Bremerton.

The City Council will be considering updating housing regulations including:



Cottage Housing

Allow for multiple small homes on a single lot within the Low Density and Medium Density Residential Zones.

Duplexes & Townhomes

Permit these housing types within the Low-Density Residential Zone, as long as maximum density requirements are met.

Density Bonus

Codify a State required density bonus for religious organizations providing affordable housing, and extend this entitlement to the Bremerton Housing Authority.

Virtual Meeting

As this meeting will be held virtually, information on how to participate is available online at:

<https://www.bremertonwa.gov/>

691/Council Meetings

Questions:

City of Bremerton - DCD
345 6th Street, Suite 100
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PARTNER AGENCIES

Agape Unlimited
Beacon Communities
Brain Injury Alliance of WA
Bremerton Foodline
Bremerton Housing Authority
Bremerton School District
Catholic Community Services
Catholic Housing Services
City of Bremerton Community Development Block Grant Program
Crime Victim Assistance Center
DSHS Bremerton CSO
Eagle's Wings
Goodwill Industries
Habitat for Humanity of Kitsap County
Helpline House Bainbridge Is
Housing Kitsap
Housing Resources Board
Kitsap Community Resources
Kitsap County Community Development Block Grant Program
Kitsap County Division of Aging & Long-Term Care
Kitsap County Housing & Homelessness Program
Kitsap County Sheriff's Office
Kitsap County Veteran's Assistance Program
Kitsap Immigration Assistance Center
Kitsap Interfaith Network
Kitsap Legal Services
Kitsap Mental Health Services
Kitsap Public Health District
Kitsap Recovery Center
Kitsap Rescue Mission
Kitsap Regional Library
Kitsap Transit
North Kitsap Fishline
Northwest Justice Project
O'hannah House Ministries
Olalla Recovery Center
PCAP: Parent-Child Assistance Program
Peninsula Community Health Services
The Coffee Oasis
The Salvation Army
Their Voice
Salish Behavioral Health Organization (BHO)
Sound Grants
South Kitsap Community Alliance
South Kitsap Helpline
St. Vincent de Paul
StandUp for Kids
United Way of Kitsap County
WA Department of Veteran's Affairs
WA Employment Security Department
Weaver Foundation ~ Georgia's House
West Sound Treatment Center
West Sound Youth for Christ
YWCA of Kitsap County

Planning Commission Recommendation

Planning Commission unanimously recommends the City Council hold an open record Public Hearing, consider testimony, and approve of the proposed amendments.

Recommended Motion

Move to pass Ordinance No. 5458 as recommended by the Planning Commission to amend Bremerton Municipal Code Section Title 20 related to Duplex, Townhomes, Cottage Housing, Bonus Density, and Definitions.