

## MEMORANDUM OF UNDERSTANDING

The Washington State Department of Natural Resources (DNR) and the Office of Financial Management (OFM) are parties to this Memorandum of Understanding (MOU) and agree to the provisions and statements outlined below.

Whereas, Section 3301 of the 2019-21 capital budget (Chapter 413, Laws of 2019) directs DNR, in consultation with OFM and the Washington State Department of Social and Health Services (DSHS), to develop recommendations for “future use of underutilized portions of the Fircrest School campus,”; and

Whereas, DNR and OFM agreed to co-lead the work required by this proviso; and

Whereas, DNR, the Governor’s Office and OFM agreed to principles that would guide this work and be incorporated into a Memorandum of Understanding;

**THEREFORE, IT IS THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING TO:** Document the agreements between DNR and OFM in implementing Section 3301 of the 2019-21 capital budget.

**NOW THEREFORE,** in consideration of the above, the parties agree to the following:

### **A. Definitions:**

1. **Memorandum of Understanding** – *This MOU is not a contract.* Commitments and obligations made in this MOU represent a full and good faith intention by all the signing organizations.

### **B. To mutually agree that the objectives of this MOU are to:**

1. Establish co-leads of DNR and OFM.
2. Confirm that DNR and OFM will collaborate with DSHS and the Department of Health (DOH).
3. Establish the core stakeholders of the Fircrest campus, including representatives of the developmental disabilities community, ARC of Washington State, and the city of Shoreline.
4. Develop recommendations for “future use of underutilized portions of the Fircrest School campus,” while prioritizing the needs of DSHS clients and the developmental disabilities community (DD community). Recommendations must include options for developing affordable housing and open space, but must prioritize the needs of DSHS clients and the DD community.
5. Take into consideration the statutory responsibilities, fiduciary duties and management roles of DNR and DSHS as they relate to client needs and management of trusts and accounts;
6. Align this work with DSHS’ Fircrest master planning effort, and

7. Establish that DNR and OFM will jointly seek an opinion from the Attorney General's Office as to the legal status of the Dan Thompson memorial developmental disabilities community trust account created in RCW 71A.20.170, to include a review of prior informal advice provided by program attorneys.

**C. Functions/Roles/Tasks of Agencies/Parties to this MOU:**

1. Work plan process: Roles and responsibilities for the collaborative work plan shall be divided up in a mutually agreeable fashion between OFM and DNR.
  - a. Project scoping: OFM and DNR shall meet in August to scope the work plan, including the identification of opportunities and constraints on the Fircrest campus. DSHS, as a consulting entity, and DOH as appropriate, will be asked to participate in the project scoping and work plan development. The work plan shall include:
    - i. Addressing DSHS needs to support its mission on the Fircrest campus;
    - ii. Addressing the concerns and needs of the DD community as a key stakeholder;
    - iii. Addressing the needs in this region for affordable housing and open space;
    - iv. Increasing revenue for the Charitable, Educational, Penal and Reformatory Institutions (CEP&RI) trust and its beneficiaries.
  - b. Development of recommendations: Recommendations shall be developed for the campus through a collaborative process and shall be consistent with the objectives outlined in this MOU. Recommendations must include changes to current zoning restrictions necessary to implement the recommendations, specific statutory language necessary to implement the recommendations, and any legal constraints. Stakeholders shall be convened as necessary throughout the summer and fall as outlined in the work plan developed by OFM and DNR. Recommendations shall be outlined by September 1, 2019 and must be agreed to by the signing parties.
  - c. Publish report: DNR shall develop the initial draft of the report by October 1, 2019. The report shall then be transmitted to OFM for review. OFM will share the report with DSHS and DOH and provide their and OFM's feedback on the report to DNR. DNR and OFM must jointly agree to the report before its submittal to the Legislature by December 31, 2019. If the parties cannot agree on the contents of the report, the report must include the content from each party presented in a neutral manner.

**D. MOU Terms and Conditions**

Term of MOU: This MOU shall be effective on the date of the last signatory and shall remain in effect until June 30, 2020, unless sooner terminated by any of the parties, as provided herein.

Termination: Any of the parties may terminate this MOU by giving written notice to the other at the address specified herein of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.

Amendments: This MOU shall only be amended by written mutual consent of all parties through an amendment to this MOU.

**E. Project Coordinators**

The Project Coordinator for the Department of Natural Resources is:

Tom Bugert, Senior Strategic Advisor, 360-972-6012

The Project Coordinator for the Office of Financial Management is:

Carly Kujath, Capital Budget Assistant, 360-902-7301

AGENCY/PRIVATE

**WASHINGTON STATE DEPARTMENT  
OF NATURAL RESOURCES**

By:


  
Hillary Franz  
Commissioner of Public Lands

Date:

8.6.19

**WASHINGTON STATE  
OFFICE OF FINANCIAL MANAGEMENT**

By:

  
David Schumacher  
Director

Date:

08/02/19

