



**CITY COUNCIL  
MEETING AGENDA**

**Online via Zoom**

**Tuesday, February 01, 2022  
7:00 PM**

- 1. Roll Call**
- 2. Flag Salute**
- 3. Special Items:**
  - a. Small Town America Civic Volunteer Award - Councilmember Schneider
- 4. Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
- 5. Consent Calendar:**
  - [a.](#) Approval of Minutes: City Council Worksession, January 11, 2022
  - [b.](#) Approval of Minutes: City Council Joint Thurston County Commissioner Meeting & Regular Council, January 18, 2022
  - [c.](#) Payment of Vouchers (Shelly Carter)
  - [d.](#) Reappointment of Regional Representative Chris Leicht to the Capital Area Regional Public Facilities District Board of Directors (CARPFD) (Hanna Miles)
  - [e.](#) Resolution No. R2022-004 – Surplus Items (Troy Niemeyer)
  - [f.](#) Intergovernmental EMS Contract (Brian Hurley)
- 6. Public Hearings: None**
- 7. Council Considerations:**
  - [a.](#) Service Provider Agreement with TOGETHER! for Rental Housing Assistance (John Doan)
- 8. Committee Reports**
  - a. Public Health and Safety Committee (Leatta Dahlhoff)
  - b. General Government Committee (Michael Althausen)
  - c. Public Works Committee (Eileen Swarthout)
  - d. Budget and Finance Committee (Debbie Sullivan)
- 9. Mayor/City Administrator's Report**
- 10. Councilmember Reports**
- 11. Executive Session:**
  - a. Collective Bargaining pursuant to RCW 42.30.140(4)(b)

## 12. Adjourn

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**TUMWATER CITY COUNCIL WORKSESSION**  
**MINUTES OF VIRTUAL MEETING**  
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**CONVENE:** 5:30 p.m.

**PRESENT:** Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althausen, Joan Cathey, Leatta Dahlhoff, Angela Jefferson, Charlie Schneider, and Eileen Swarthout.

Staff: City Administrator John Doan, Parks and Recreation Director Chuck Denney, Fire Chief Brian Hurley, Police Chief Jon Weiks, Administrative Services Director James Trujillo, Planning Manager Brad Medrud, Communications Manager Ann Cook, and City Clerk Melody Valiant.

**EMERGENCY  
SHELTERS AND  
HOUSING,  
ORDINANCE NO.  
O2021-019:**

Manager Medrud reported the briefing outlines the Planning Commission's recommendation for changes to Tumwater Municipal Code Title 18 – Zoning to update regulations to conform to changes recently adopted by the state. Some of the changes are required while other changes allow for some choices in how the regulations are updated. New state laws adopted in 2020 and 2021 require local governments to allow certain housing types in particular locations in the City.

The first proposed amendment recognizes the state's updated definition of "Adult Family Homes." The new definition allows up to 8 adults rather than 6 adults provided the capacity is approved by the Department of Social and Health Services (DSHS). The new requirements require updating the City's definitions and a section in Title 18.53 to address the requirement.

The proposed second amendment is to the definition of "Family" within the zoning code. The current definition of "Family" places no limits on the number of individuals related by blood, marriage, or adoption within a household. However, unrelated individuals are limited to five individuals within a household. The new state law eliminated the unrelated individual limitation stipulating that local governments are no longer allowed to regulate the number of people under the zoning code. The City does however, have other regulations under the Building Code for fire and safety.

The third and fourth changes are the most comprehensive changes to the code. The first change pertains to transitional or permanent supportive housing. Transitional housing is housing from two weeks to 2 years for people moving from homelessness into a permanent housing situation. Transitional housing is integrated within the community and may include some support services to

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assist people in transitioning to permanent housing. Permanent supportive housing is housing that provides housing for individuals who are encountering difficulty with securing permanent housing in the housing market for a variety of reasons. New state law requires that any zone district allowing residential dwelling units or hotels/motels in the City must allow transitional housing and permanent supportive housing.

New state laws also require indoor emergency shelters or indoor emergency housing in zone districts that allow hotels/motels. Emergency shelters serve the homeless overnight for a limited time. Emergency housing could include day shelters for cold or heat-related weather. In both instances, the City's zone districts currently allowing hotels/motels would need to allow for the two uses as well. None of the new requirements requires the City to open any type of facility, but it would enable non-profits and other organizations to site those uses in the City.

The proposed amendments include changes to the definition of "Adult Family Home" and removal on the limit of unrelated persons as part of a family. New definitions were included for emergency housing, emergency shelter, transitional housing, and permanent supportive housing. The collective term within the code for all those uses is "supportive housing facilities."

Manager Medrud reviewed changes to the Use Tables within the code depicting the zones allowing for the subject uses. He shared an aerial map of the City reflecting all the zones allowing emergency housing and emergency shelters. While the Airport Related Industry zone allows for motels and hotels, the Port of Olympia would determine if it would allow emergency housing and emergency shelters because the Port is the primary landowner within that zoning district. Based on conversations with Port staff last year, staff emphasized the new state law does not afford the City with the flexibility of not allowing the uses in the Airport Related Industrial zone.

Councilmember Althaus asked why the Port of Olympia has the discretion of not allowing for those uses while the City must allow the uses. Manager Medrud explained that the Port of Olympia lacks zoning authority and is not subject to the new laws. The Port of Olympia essentially functions as a landowner subject to the zoning enacted by the City, which covers uses that are either allowed or not allowed.

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Manager Medrud reviewed the zoning districts permitting supportive permanent housing and transitional housing. The only zoning districts in the City not allowing those uses are Light Industrial, Heavy Industrial, and Town Center - Professional Office or Civic Subdistricts.

One major discussion point by the Commission surrounded standards for the uses, which can be established by the City and are not restricted by the new laws. The Commission recommended uses should be permitted outright and that a conditional use permitting process was unnecessary. Based on the outcome of the Commission's review and discussion, a new section was drafted. Section 18.42.150 is applicable to supportive housing facilities and outlines standards that would apply to a new supportive housing facility whether permitted outright or in some special cases as a conditional use permit. The more restrictive requirements apply to emergency shelters and emergency housing. The uses as proposed must match the bulk and scale of the surrounding residential uses.

The Commission recommends some standards for landscaping, lighting, and parking. The Commission scaled back landscaping requirements to Level 2 landscaping for buffering and alignment within the neighborhood. Parking requirements would be based on an individual parking study for a proposed use because of the range of different circumstances. Additionally, to meet the intent of policies within the City's Comprehensive Plan, it is important to ensure supportive housing facilities are not concentrated in one neighborhood in the City and are located throughout the City. Subsequently, the recommendation includes a distancing requirement between different supportive housing uses. The Commission also discussed whether to include separation requirements between supportive housing facilities and other uses, such as parks, schools, and churches. The Commission recommended against any separation requirements from other uses. The proposed standards include a requirement for operations and service plans to ensure operators are knowledgeable in the operation of the facilities and have plans to respond to any issues that might arise with residents and/or neighbors.

Councilmember Dahlhoff asked about the process for verifying the validity of any concerns. Manager Medrud advised that any reviews would be through permitting as part of the application process, which includes requirements within the code. Operating

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service plans essentially identify the responsible parties, include contact information, identify the type of service(s), and delivery model for the service(s). If complaints or issues arise following occupancy of the facility, staff would ascertain if the operation adheres to the original plan or identify any changes in service that was not approved as part of the original use. In those circumstances, staff would request the operator adjust the use to align with the original intent. Councilmember Dahlhoff asked whether the City requires the same conditions for a daycare center or senior housing. Manager Medrud said the City requires some level of knowledge as to the level of service offered in senior housing facilities. The City limits the number of children served in a childcare center. The concern surrounding this particular use is to ensure once the facility is approved, the facility operates under the general conditions for that particular use. Councilmember Dahlhoff noted her concern is ensuring no additional barriers are created or result in any unintended consequences. Manager Medrud said the Commission was of the same opinion and removed some additional provisions in addition to simplifying the language.

Mayor Sullivan cited the distancing requirements between similar uses and the possibility of restricting different providers from providing supportive housing. Manager Medrud said that should a provider's facility meet the definition of transitional housing, the distancing restriction would apply; however, if the facilities were considered as income-supportive housing, the separation requirement would not apply. The Commission discussed the importance of allowing for co-location in particular areas when possible. For instance, a service provider could offer an emergency shelter or emergency housing while also wanting to provide transitional housing in the same location. In those cases, the Commission supported allowing for those situations as they recognized that the organizations operating those types of facilities are seeking to conserve costs to the extent possible. The Commission expanded the provision to enable different operators and uses to co-locate but agreed to maintain the separation requirements for supportive uses primarily because of the Comprehensive Plan's policy of keeping uses separated at some distance to prevent overloading one particular area of the City.

Another important provision included as part of the application process was for the operator or the property owner to identify how services would be provided to the residents. If services were not

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located on the site, the operator/property owner would be required to identify how residents could access those services, which speaks to the importance of the facility located near transit. If transit were not available, the operator would be asked to identify how residents would reach services.

Councilmember Althausen asked whether the City of Olympia includes a distancing requirement between uses. Manager Medrud explained that there were a limited number of examples for staff to review during the draft of the amendments. Staff reviewed the City of Olympia's proposal, which includes some general restrictions but not at the same level of the original restrictions included in the first draft. The City of SeaTac requires a conditional use permit for all the uses, as well as more detailed restrictions placed on the uses throughout the community. Staff evaluated all examples, considered the Tumwater community, and drafted a proposal reflective of a balance between the two examples. The Planning Commission preferred a proposal that leaned to Olympia's example while retaining some restrictions.

Councilmember Althausen asked how the distance requirement of 1,320 feet was determined. Manager Medrud said the distance requirement is included in other provisions in the Tumwater Municipal Code as a separation requirement for other kinds of uses. Councilmember Althausen said he is somewhat reluctant to include a distance requirement that is more stringent than neighboring cities, such as the City of Olympia based on the importance having supportive housing in the community. Manager Medrud said the intent is related to the Housing Element in the Comprehensive Plan that speaks to ensuring similar uses are separated to avoid congregating similar uses in one neighborhood. The intent of the provision is to meet policy language.

Councilmember Jefferson asked staff to identify some of the components of an operations and service plan. Manager Medrud said the operations and service plans are independent of any City requirements and serve to identify the responsible party, identification of the operators of the facility, contact information/availability, and a brief description of the type of services to be provided. Services could be provided onsite or could be served at another location. The concern is creating a situation where residents must own a car to access other service locations, which is why it is important the facilities are located near transit.

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The operations and service plan would address how residents would access services in other locations.

Mayor Sullivan added that Intercity Transit provides a van grant program to non-profits and organizations operating supportive housing facilities.

Manager Medrud reviewed the Planning Commission's recommendation:

- Permit supporting housing facilities outright instead of a conditional use permit (CUP), except in a small number of cases (Open Space and Green Belt zoning districts requiring conditional use permit for single family residences).
- Remove separation standards from incompatible uses.
- Simplify the application process.
- Adjust the modification process for the standards.
- Allow different uses and managing agencies on same site.
- Reduce landscaping buffer requirements.

The Planning Commission also approved the following changes:

- Add "supportive housing facilities" as an accessory use for any church permitted by zoning, up to 20% of total building square footage.
- Churches are a permitted or conditional use in the Residential/Sensitive Resource, Single Family Low Density, Single Family Medium Density, Multi-Family Medium, Multi-Family High, Manufactured Home Park, Community Services, Mixed Use, Capitol Boulevard Community, General Commercial, Brewery District, and Town Center zone districts.
- Essentially any zone district except for Neighborhood Commercial, Historic Commercial, Light Industrial, Heavy Industrial, Airport Related Industrial, Open Space, Green Belt, Brewery District – Bates South Subdistrict, or Town Center – Professional Office or Civic Subdistricts.

Mayor Sullivan asked whether churches could sponsor tiny home projects. Manager Medrud advised that tiny homes and temporary housing are the next set of uses that require a review. State statutes for emergency housing and emergency shelters pertain to indoor housing on a permanent basis. The City's current code lacks those



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types of uses other than allowing for temporary camps up to six months. The current proposal does not address tiny homes or temporary housing at this time.

The Planning Commission conducted a public hearing on December 14, 2021 and forwarded a recommendation to the City Council to adopt Ordinance No. O2021-019 as recommended. Staff requests the Council schedule the ordinance for consideration at its January 18, 2022 meeting.

Councilmembers Dahlhoff and Cathey supported Councilmember Althausen's comments on the separation requirement.

Councilmember Cathey asked whether the proposal applies to churches with existing structures that are converted or whether the church could build a new structure. Manager Medrud said the provision does not address existing uses or expansion of uses. However, he believes it would apply to an existing church wanting to use a portion of its existing facility or adding facilities as part of its conditional use permit. Tiny homes are not included unless constructed to Building Code specifications as a permanent structure.

Councilmember Agabi asked whether the conditional use permit speaks to parking structures or parking lots as an accessory use for churches. Manager Medrud replied that if a church was approved in a residential district and wanted to add a supportive housing facility without increasing square footage, it would be possible without a conditional use permit. However, if the church wanted to add an addition to an existing facility, the church would be required to complete a conditional use permitting process to expand the church use, and as part of that process, an approval would be required for any accessory use.

Mayor Sullivan commented that the 1,320-foot distance requirement is approximately four blocks.

Councilmember Althausen supported decreasing the separation requirement to 400 feet because in terms of geography, a 1,320-foot separation would be marginal as to its impact on a neighborhood. Although the issue does not exist presently, it could become problematic in the next 20 years. The proposal appears to include a barrier that precludes the use without a good reason and

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it is likely there would be few instances when the issue would be problematic.

Councilmember Dahlhoff supported Councilmember Althausen's proposal.

City Administrator Doan asked about any potential disadvantages of reducing the separation to 400 feet. Manager Medrud explained that the proposal is to satisfy the intent of the policy in the Comprehensive Plan to ensure against locating similar uses within one neighborhood. The proposal was based on the separation distance used for other uses as specified in Tumwater Municipal Code 18.42.

The Council agreed to reduce the separation requirement from 1,320 feet to 400 feet and consider the ordinance at the January 18, 2022 Council meeting.

**COMMUNITY  
GARDEN:**

Director Denney reported the formation of a community garden(s) was considered during the formation of the Metropolitan Park District (MPD) in 2017. As part of the MPD package to voters, the budget included \$200,000 to support community groups, civic groups, churches, local organizations, or neighborhood associations that might want to create and operate a community garden or numerous community gardens in the City. Recently, staff has had conversations with a church and a property owner who might be willing to donate property to the City for a community garden.

Staff is seeking feedback and direction on community gardens in terms of locations, operations, and ways to organize and establish a community garden. At this time, staff lacks the resources for managing a community garden but could support the development of a community garden by assisting with the installation of a water meter, garden boxes, fencing, or signage.

City Administrator Doan acknowledged the summary and the outline provided in the Council's agenda packet as it includes two components of the process. The first is the City's part in the process, such as identifying a location either through donation of land to the City or acquiring land for gopher mitigation. The second element is the garden infrastructure in terms of supplying water, garden boxes, storage, fencing, and potentially a parking area. The budget is only \$200,000. In terms of operations, the City

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could play a role in the collection of fees. However, the garden is ultimately for the community and should be developed and operated by the community.

Councilmember Cathey spoke to options of more than one community garden and suggested initial efforts could help support Tumwater United Methodist Church and its efforts to establish and manage a garden on its property off Lake Park Drive.

Director Denney said he forwarded a message to the pastor to receive feedback on a possible garden on church property.

Councilmember Jefferson offered that collaborating with the church would be a good initial first step to assist the City in moving forward. She asked whether the City has established any type of application process to apply for community garden funding. Director Denney advised that staff has not developed any official City forms for a community garden process at this time. The agenda packet includes GRUB's "Growing Community: Starting Your Own Community Garden." The information offer an outline addressing selection of location, selecting the model, creating a plan, and creating a governance plan, etc.. The information serves as a good basis for development of forms by the City.

Councilmember Schneider inquired about the possibility of revising the Neighborhood Grant Program to add eligibility of food pantry services within neighborhoods as a nexus for community gardens to provide food to local neighborhoods. City Administrator Doan acknowledged other communities have established similar models and although there could be some overlap and synergy in terms of the process, he recommended keeping the programs on separate tracks to ensure progress for community gardens continues. Developing a food pantry program requires additional resources. When both programs are developed, the two programs could be mutually supported through a collective effort. He added that an application by a neighborhood to form a neighborhood pantry would likely be considered as an eligible project for the Neighborhood Grant Program.

Councilmember Dahlhoff mentioned a community member who specializes in diverting food waste. The community members has inquired about options of mini food pantries in neighborhoods and on walking paths to schools. Her neighborhood, as well as other neighborhoods have offered to donate food. During the pandemic,

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the need for food was evident as shared by TOGETHER and other services supporting the community. There may be interest in neighborhoods working together to sponsor food pantries. Although she does not want to delay implementation of the community garden program, she also considers the importance of effectiveness and efficiencies and would like all those related programs to work together to provide another level of community engagement.

City Administrator Doan acknowledged how all the programs could be possible and eventually connect. Should the community garden expand to a collective program, it likely could automatically connect to a food pantry program. However, individuals can also elect to support a food pantry program independently as well. At some point following the launch of a community garden program, the City could support several prototypes to gauge community support and demand.

Councilmember Cathey requested consideration of amending the MPD budget to extend community garden funding each year. City Administrator Doan said the initial allocation of \$200,000 for a community garden was a budget issue because over the long-term, the majority of MPD funds are allocated for staffing and the community center.

Police Chief Weiks updated the Council on the status of reaching 911 during an emergency, as 911 service was interrupted briefly with 911 calls diverted to Spokane.

City Administrator Doan advised the Council that it has some budgeting options to add additional funds to the community garden program.

**MAYOR/CITY  
ADMINISTRATOR'S  
REPORT:**

City Administrator Doan reported the Board of County Commissioners is scheduled to take final action on the Countywide Home Fund on Tuesday, January 18, 2022. The Home Fund would include the City of Olympia within the program.

Councilmember Dahlhoff inquired about the status of chaplain services offered by the Tumwater Police Department. She utilized the services during her father's death at St. Peter's Hospital. City Administrator Doan noted that when the City implemented the vaccine mandate, the mandate applied not only to employees, but also to volunteers. Volunteers did not have a test out option while

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employees were afforded a test out option. The chaplain is also a volunteer and is subject to the City's requirements. Councilmember Dahlhoff asked about service coverage at this point in time.

Director Trujillo advised that the City's vaccine mandate becomes effective on January 28, 2022.

City Administrator Doan added that chaplain services could be offered prior to January 28, 2022. The issue is what services could be provided after January 28, 2022 if the volunteer chooses not to be vaccinated.

Fire Chief Hurley mentioned a chaplaincy group in Thurston County with volunteers from throughout the county. The Fire Department requests services through T-COMM and many chaplains who respond are not from the City of Tumwater. The same group could serve as a resource for the City of Tumwater.

City Administrator Doan noted that he just became aware of the issue and did not have an opportunity to work through the details of the issue.

**ADJOURNMENT:**      **With there being no further business, Mayor Sullivan adjourned the meeting at 6:48 p.m.**

Prepared by Puget Sound Meeting Services, [psmsoly@earthlink.net](mailto:psmsoly@earthlink.net)

**JOINT TUMWATER CITY COUNCIL AND THURSTON COUNTY COMMISSION  
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**CONVENE:** 7:00 p.m.

**PRESENT:** Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althausen, Joan Cathey, Leatta Dahlhoff, Angela Jefferson, Charlie Schneider, and Eileen Swarthout.

Thurston County Commission: Carolina Mejia, Chair, Gary Edwards, Commissioner, and Tye Menser, Vice Chair.

City Staff: City Administrator John Doan, City Attorney Karen Kirkpatrick, Community Development Director Michael Matlock, Communications Manager Ann Cook, City Clerk Melody Valiant, and Communications Engagement Specialist Brianna Feller.

Thurston County Staff: County Manager Ramiro Chavez, Assistant County Manager Robin Campbell, Operations Manager Jeremy Davis, and Clerk of the Board Amy Davis.

Others: Sean Dotson, Superintendent, Tumwater School District, and Gary Cooper, Local Planning Solutions.

**PUBLIC  
COMMENT:**

**Mat Jackmond** reported that he has served as a Commissioner with the Hopkins Drainage District #2 in Thurston County for the last 40 years. He testified to the stormwater problem created by *The Preserve* housing development located on the north side of 93<sup>rd</sup> Avenue at the southeast corner of the City. The Hopkins Drainage Ditch District was established in 1904 under RCW 85. The district operates on a meager budget of \$2,471.20 each year. Mr. Jackmond referred to a map of the area south of the City forwarded to the Council earlier. The City of Tumwater has a newly annexed and developed residential area located on the north side of 93<sup>rd</sup> Avenue. In developing the area, the City made a lake out of a pond on the north side of 93<sup>rd</sup> Avenue behind the housing development and improved drainage under 93<sup>rd</sup> Avenue to facilitate moving stormwater flow away from the housing area. Those actions by the City increased stormwater flows into the upstream extent of the Hopkins Drainage Ditch by removing the infiltration area that slowed water movement and replacing it with housing. That action was completed without any concern for where water would travel, nor did anyone from the City contact the Drainage Ditch District for input. As reflected on the map and in visual surveys, residents in the area are experiencing some of the worst flooding than they have ever experienced. The current flooding is worse than what was experienced in 1996 or 2007. The additional flow magnified the effects of the high water events in the first week of January, which include overflowing State Highway 121 (Tilley Road). He asked the City for assistance to mitigate stormwater problems exacerbated by the actions of the City. Specifically, the City has stormwater funds and

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the Hopkins Drainage Ditch District is seeking an allocation from those stormwater funds to help the district improve the drainage between 93<sup>rd</sup> Avenue and the west side of Tilley Road. The improvements require cleaning and reestablishment of the ditch channel between 93<sup>rd</sup> Avenue and south of 100<sup>th</sup> Avenue and any improvements or replacement of three culverts under county roads, and at least two culverts on private property. The cost for the work would be in excess of \$75,000 for work managed by the ditch district. It does not include any work needed to be completed by Thurston County Roads to upgrade road culverts. He invited questions and looks forward to the City's response to the request.

**Pamela Hansen, P.O. Box 14521, Tumwater**, commented on a consent calendar item related to an Audit Engagement Letter. She agrees with two letters from the Office of the Washington State Auditor explaining the audit process for an audit of the City of Tumwater for fiscal year 2020. She is hopeful that emphasis is placed on the significant dollar amount loan from the Transportation Fund to the Old Brewhouse. The subject loan was paid in full with government pandemic funds. She hopes the City will provide the Auditor with any loan documents related to that loan or any other types of over-simplified transfer of monies between funds during fiscal year 2020.

**Ursula Euler** reported she is a Thurston County resident and is speaking to materials she previously forwarded to the Council and the Thurston County Board of Commissioners. She referred to the Tumwater Master Plan and Comprehensive Plan planning in terms of airport and commercial aviation at the Olympia Regional Airport in Tumwater and in Thurston County. The County Commissioners have done a good job in communicating to a Commission formed by state law. Thurston County Commissioners conveyed the lack of desire for aviation expansion or constructing a new airport in Thurston County. However, the Commercial Aviation Coordinating Commission (CACC), comprised of 15 members, has the necessary votes to include the Olympia Regional Airport on a list for expansion to alleviate overcrowding and congestion at SeaTac International Airport. Forwarding a letter is not sufficient as the CACC plans to vote based on decisional criteria. The CACC is not concerned about public sentiment or public health. Members of the CACC do not consider those issues as part of their charge, but rather those concerns are the responsibility of other government entities. For that reason, she has asked County Commissioners to have Thurston County staff attend the CACC meetings to observe, learn, and gain pearls of wisdom from the discussions to assist in developing a strategy to ensure Thurston County is not considered for a possible site for a new mega airport or expansion of Olympia Regional Airport. Today, the chances are high Olympia Regional Airport could be placed on the list from which a selection would occur. She urged the Board of County Commissioners

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to involve the Thurston County Health Department and the Washington State Department of Health.

**PUBLIC  
HEARINGS:**

**TUMWATER  
ISLAND  
ANNEXATION  
INTERLOCAL  
AGREEMENT:**

Mayor Sullivan reported the public hearing is on the Tumwater Island Annexation Interlocal Agreement with Thurston County. She explained the public testimony process. Email and written comments previously submitted are considered public testimony.

Thurston County Commission Chair Mejia added that the purpose of the joint public hearing is to receive testimony on the proposed City of Tumwater and Thurston County Annexation Interlocal Agreement for 12 unincorporated county islands. A joint public hearing was scheduled by the City Council and County Commissioners and decisions by each entity on the interlocal agreement may be made at future separate meetings.

Gary Cooper, Local Planning Solutions, said his company provides local government planning primarily in Thurston County. Over the last nine years, his company has assisted in numerous annexations for several local jurisdictions.

Mr. Cooper reported the 12 unincorporated county islands are surrounded by the City of Tumwater. Some of the islands are comprised of one parcel while others include many parcels. The islands remain as previous annexation processes proved too difficult for jurisdictions to annex the areas. All county islands in the City are considered urban growth areas (UGA) and should be annexed within 20 years of the UGA designation. The islands include 160 parcels totaling 161 acres with seven of the islands comprised of two parcels or less. The largest island is the Trosper Lake Island with 111 parcels totaling 132 acres. The City and Thurston County proposes to annex 12 islands as one annexation process and the Trosper Lake Island as another annexation process.

Although the islands are technically served by Thurston County for police, fire, roads, stormwater, building and land use permits, and code enforcement, many of the residents believe they reside within the limits of the City as each property has a Tumwater address and expect City services. The islands also require a separate and unique voter pamphlet during elections. As the islands are surrounded by the City, residents utilize City streets and City amenities and are benefitting from City services.

Recognizing that the issue occurs throughout the state, the Legislature passed a law in 2020 specifically addressing county islands within a



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jurisdiction by amending the RCW adding new sections enabling the cities and counties to annex islands through a jointly approved interlocal agreement to enable cities to annex islands. The provision adopted in 2020 states, *The Legislature finds that city annexations of unincorporated areas within urban growth areas would be more efficient and effective if the county and city develop a jointly approved interlocal agreement so as not to create illogical boundaries for islands of unincorporated territory.*"

For several months, the City and Thurston County have been in discussions in addition to discussions with officials from the McLane Black Lake Fire Department, as required by the legislation. The Fire Department forwarded a letter stating no objections for moving forward on the annexations. Over the last eight months, the City and Thurston County staff worked to draft an interlocal agreement. On December 1, 2021, the City of Tumwater conducted a virtual open house to present the interlocal agreement and discuss the proposed annexations. Following the completion of the joint public hearing, both entities will consider whether to adopt the interlocal agreement. Following the adoption of the agreement, the City is responsible for completing the annexations. A tentative timeline based on the approval of the interlocal agreement is a public hearing on the first 11 islands scheduled on March 15, 2022 followed by the possible adoption of an ordinance to approve the annexation. For the Trosper Lake Island annexation, the Council has scheduled May 17, 2022 for a public hearing followed by adoption of an ordinance approving the annexation.

Another important part of the process is public noticing and public comment opportunities. In November 2021, postcards were mailed to all property owners and residents within the annexation areas advising them of the proposed interlocal agreement and the open house. On December 1, 2021, the City hosted a virtual open house. The City published notice of availability of the interlocal agreement in *The Olympian* newspaper weekly for four weeks. The notice of availability was also sent to property owners and residents within the proposed annexation areas. A draft of the interlocal agreement and several other informational items, such as frequently asked questions and a summary in the difference in taxes and general costs were included in the mailing and posted on the City's annexation webpage. On January 6, 2022, the City published the interlocal agreement joint public hearing in *The Olympian* newspaper, mailed the notice to all property owners, and posted the notice on the City's annexation webpage.

Other public comment opportunities have been ongoing since the open house. Information has been conveyed to property owners for contact information at the City. The public hearing is another opportunity for the public to testify. Other public comment opportunities include public

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hearings on each of the annexations moving forward if the interlocal agreement is approved by the City and Thurston County. Planning Manager Brad Medrud is the contact for the City of Tumwater at [bmedrud@ci.tumwater.wa.us](mailto:bmedrud@ci.tumwater.wa.us), and Thurston County Operations Manager Jeremy Davis is the point of contact for Thurston County at [jeremy.davis@co.thurston.wa.us](mailto:jeremy.davis@co.thurston.wa.us).

Mayor Sullivan invited questions from the Council.

Councilmember Schneider asked why the annexations were not bundled as one process rather than separating the islands into two annexation processes. Mr. Cooper said the issue was discussed by staff from the City and the Thurston County. It was likely because the community of the Trosper Lake Island is a cohesive community and staff preferred processing the annexation separately.

Councilmember Schneider asked whether the information provided to property owners depict a reduction in property taxes over time. Mr. Cooper said the information on property tax is included in the Frequently Asked Questions document with a detailed comparison of property taxes. Property taxes will increase for approximately two years because the residents are taxed to support the McLane Black Fire Department two voter-approved levies. Those levies will be in effect until 2024. Following 2024, property tax will be less than post annexation. Currently, property tax is assessed at \$13.53 per \$1,000 of property valuation. After annexation, property taxes will increase to \$14.00 per \$1,000 of property valuation. After 2024, property tax for a house valued at \$330,000 reduces from \$4,364 to \$4,224 a year. Additionally, the City assesses other taxes for utilities, cable franchise, and telephone service. For the first two years, the additional cost would be approximately \$38 per month to reside within the City. After 2024, the cost reduces to approximately \$5.60 more per month.

Councilmember Dahlhoff asked whether the Council could receive a summary of public comments and testimony. Mr. Cooper advised that Manager Medrud has been tracking and prepared a log of all public comments to include contact information and comments, which can be provided to the Council.

Councilmember Dahlhoff noted that some developments in different areas within the City might need different outreach information or materials to allay concerns. She asked about the possibility of tailoring information dependent upon the feedback and concerns from the different areas. Mr. Cooper advised that the Frequently Asked Questions fact sheet is very thorough and anyone with questions has been directed to information to address their specific questions. The fact sheet addresses questions on

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stormwater, fire and police service, garbage service, and other services provided by the City. Occasionally, some residents have questions specific to unique experiences they have encountered near their homes, such as traffic or streets. City staff has been able to answer those questions and provide additional information.

**THURSTON  
COUNTY PUBLIC  
HEARING:**

**Thurston County Commission Chair Mejia opened the public hearing for Thurston County on the Tumwater Island Annexation Interlocal Agreement at 7:40 p.m.**

Jeremy Davis, Operations Manager, Thurston County, reported Thurston County staff has been working with City staff on the draft interlocal agreement. Those efforts also included working with other county departments. The agreement was reviewed by the Prosecutor Attorney's Office. Thurston County received four written comments. Two comments were received from Patrick Prince, one comment was received from David Brown, and the last comment was from Derrick Warner. A comment log was included within the Council's agenda packet and provided to the Board of County Commissioners.

Mr. Davis said the purpose of the island annexations is to remove illogical boundaries. For all the annexations under consideration, the properties are surrounded by the City of Tumwater.

Thurston County Commission Chair Mejia invited questions from Commissioners.

Commissioner Gary Edwards asked whether the issue mentioned by Mr. Jackmond involving the drainage ditch district is associated with any of the annexations. Thurston County Commission Chair Mejia advised that Mr. Jackmond's concerns did not pertain to the public hearing on the interlocal agreement.

Commissioner Menser said he reviewed all City materials and the Frequently Asked Questions fact sheet and believes the material is thorough and addressed all his questions.

**CITY OF  
TUMWATER  
PUBLIC HEARING:**

**Mayor Sullivan opened the City's public hearing on the Tumwater Island Annexation Interlocal Agreement at 7:42 p.m.**

**PUBLIC  
TESTIMONY:**

**Pamela Hansen, P. O. Box 14521, Tumwater**, conveyed her support of the concerns of the subject property owners.

**Don Trosper, 2209 Trosper Road SW, Tumwater**, said Trosper Road is named for his great-grandfather. He was raised within the City of

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Tumwater but resided within a county island. His property is located near his family's properties. He supports the annexation proposed by the Council but believes his brother is opposed to the annexation and is not happy about the extra taxes.

**Robin Stewart** was unable to testify due to technical difficulties.

Mayor Sullivan encouraged members of the public to submit written comments in lieu of testifying.

**CLOSURE OF CITY  
PUBLIC HEARING:**

**Mayor Sullivan closed the City's public hearing on the Tumwater Island Annexation Interlocal Agreement with Thurston County at 7:47 p.m.**

**CLOSURE OF  
THURSTON  
COUNTY PUBLIC  
HEARING:**

**Commissioner Menser moved, seconded by Commissioner Edwards, to close Thurston County's public hearing on the Tumwater Island Annexation Interlocal Agreement with Thurston County at 7:48 p.m. Motion carried unanimously.**

Thurston County Commission Chair Mejia advised that the Board of County Commissioners would likely consider the agreement later.

County Manager Ramiro Chavez reported the proposed agreement would be presented to the Board of County Commissioners at its next meeting on Tuesday, January 25, 2022 for discussion and consideration.

Mayor Sullivan advised the Council of its ability to act or not act on the interlocal agreement at this time.

**MOTION:**

**Councilmember Dahlhoff moved, seconded by Councilmember Jefferson, to approve the Tumwater Island Annexation Interlocal Agreement as presented. Motion carried unanimously.**

**ADJOURNMENT OF  
THURSTON  
COUNTY  
PUBLIC HEARING:**

**Thurston County Commission Chair Mejia adjourned the Thurston County Public Hearing at 7:50 p.m.**

**PROPOSITION NO.  
1 TUMWATER  
SCHOOL DISTRICT  
NO. 33  
REPLACEMENT  
CAPITAL LEVY  
FOR FACILITY,  
SAFETY, AND**

City Administrator Doan reported the Tumwater School District has submitted Proposition 1 for placement on the February 2022 ballot. The proposition is a four-year capital levy for facilities, safety, and instructional technology improvements. The Council conveyed interest in adopting a statement in support of the proposed levy and is required to conduct a public hearing prior to issuing a statement to afford an opportunity for public testimony either in support or opposition of the proposed action by the Council. He introduced Tumwater School District

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**INSTRUCTIONAL  
TECHNOLOGY  
IMPROVEMENTS:**

Superintendent Sean Dotson to provide an overview of the ballot proposition.

Superintendent Dotson reported the four-year replacement levy is on the February 8, 2022 ballot. The levy would fund student and building technologies in schools, safety and security measures, facilities repair and improvements, and elementary school preplanning. The levy is a renewal of a capital levy passed by the community in 2020. The proposed levy would provide \$24.1 million over a four-year period. If approved, the tax rate would remain consistent and decline over time.

When the 2020 measure passed, the Tumwater School District was contemplating another bond measure to build a new school. The school district continues to experience ongoing needs for repairs and improvements in the district that would be funded by the February measure. Improvements include replacement and repair of boilers and chillers in several schools, roof replacement and repairs at Tumwater High School, exterior paint at multiple facilities, restrooms and classroom buildings at Black Lake Elementary School and Michael T. Simmons Elementary School, and other repairs across the district. Safety and security improvements include earthquake and seismic retrofits at Tumwater Middle School, intercom systems and safety alert systems at middle schools, safety lighting in some school facilities, and security camera replacements where camera systems need replacement or are inadequate.

Superintendent Dotson thanked the community for the passage of the 2020 levy as it assisted in funding a fire sprinkler system at Black Lake Elementary School.

A recent seismic assessment at Tumwater Middle School recommended reinforcement of the walls in the cafeteria, which would be funded by the proposed capital levy.

The Tumwater School District was somewhat prepared in terms of technology because of the 2020 levy, which assisted in shifting in-person teaching to remote teaching in spring 2020 because of the pandemic. Fortunately, the technology was in place and funding was available to provide hot spots and other equipment for teachers to teach remotely. The proposed levy would assist in funding replacement Chromebooks and maintenance, switches and network security, and wireless access points to keep the network operating reliably to meet the needs of students.

Because of the pandemic, student enrollment continually trended downward for several years and recently began increasing to pre-pandemic enrollment levels requiring the school district to begin planning

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for the next elementary school. The school district owns two parcels for options for a new elementary school located at the corner of 93<sup>rd</sup> Avenue and Old Highway 99 and another property near *The Preserve* subdivision. The intent is to pursue a predesign process for a school to assist the district in moving forward when a new school is required.

Superintendent Dotson reviewed the financial impact on taxpayers if the measure is approved. In 2023, should the levy pass, the levy rate is anticipated to be 75¢ per \$1,000 property valuation with the combined tax rate remaining level the first year and then decreasing. As assessed value increases in the district, the tax rate lowers. The estimate is based on conservative assessed growth projections of 3%.

Councilmember Althaus asked whether the financial slide is reflective of the rate that would be applicable if the ballot measure is passed. Superintendent Dotson explained that the graph bars represent the historical tax rate from 2015 through 2022. Since 2018, the district has assessed approximately \$5 per \$1,000 assessed valuation as the combined tax rate. The bar graph also includes projected tax rates in 2023 through 2026 if the measure passes. The rates of \$2.50 and \$1.75 per \$1,000 of assessed value reflected in 2023 are currently in place with the 75¢ increase reflected in the new measure. Should the measure not pass, the tax rate would not include 75¢ per \$1,000 of assessed value and the school district would not have the capital funds to complete the projects as previously reviewed. The 2020 levy of 80¢ per \$1,000 of assessed valuation expires in 2023 and would be replaced with the new measure if approved by voters. When a new school is needed, the school district would present a bond to the community to replace the capital levy rather than add to the levy. The goal is to maintain a level tax rate while ensuring school districts needs are funded. The 2020 levy became effective in 2021 for a two-year period because the intent was to return to voters this year for a bond request for another elementary school. However, that need was delayed by several years while other facility needs in the district continue.

Councilmember Schneider asked whether the Tumwater School District plans to sell the property at the corner of 93<sup>rd</sup> Avenue and Old Highway 99 as the other parcel would not require busing of students. Superintendent Dotson explained that the school district engages in a pre-development process to evaluate property suitability. Once a determination has been rendered on the selection of the school site, the district would likely surplus and sell the second parcel.

Councilmember Schneider commented on the number of new housing units anticipated to be constructed in the City of Tumwater and within the urban growth area. He questioned whether the school district would have

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sufficient capacity in the next four years to accommodate growth in student population. Superintendent Dotson replied that the timing for considering an additional elementary school typically requires four to five years with the first two years concentrated on pre-construction planning. The proposed levy includes some funds for pre-construction planning to ensure capacity is available to meet needs. The school district also has some available portable classrooms to meet short-term growth needs. Planning is dependent on the rate of enrollment growth as opening a school too soon when not needed increases the district's overall operating costs. Should enrollment increase substantially in the next two years, the school district would cease collection on the capital levy and only collect on bonds to maintain a level tax rate for taxpayers.

Councilmember Dahlhoff said she is unfamiliar with the school district's policies for purchasing through the lens of supporting the environment. She asked whether the school district has policies in place for ensuring some of the equipment meets third party certification for energy star performance and that technology meets EP certification or does not produce carbon or toxins. Superintendent Dotson advised that school districts must meet high standards and that he anticipates the district would meet most expectations. However, he would need to defer information on the specifics to staff to follow up with the Council on standards required for school facilities. Councilmember Dahlhoff recommended following up with the City either through a worksession or as an update to the Public Health and Safety Committee because school facilities affect the entire community.

Councilmember Jefferson supported the request by Councilmember Dahlhoff.

Mayor Sullivan opened and closed the public hearing at 8:12 p.m. There was no public testimony.

**MOTION:**

**Councilmember Swarthout moved, seconded by Councilmember Schneider, to support of the Tumwater School District's pending ballot proposition (Resolution No. 04-21-22) proposing a 4-year replacement levy. Motion carried unanimously.**

Mayor Sullivan thanked Superintendent Dotson for attending and providing the information on the proposed ballot proposition.

**CONSENT  
CALENDAR:**

- a. Approval of Minutes: City Council Joint Tumwater School District Meeting, November 4, 2021
- b. Approval of Minutes: City Council Worksession, November 9, 2021
- c. Approval of Minutes: City Council Worksession, November 23, 2021
- d. Approval of Minutes - City Council, January 4, 2022

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- e. Payment of Vouchers
- f. Resolution No. R2022-002, Surplus Property
- g. Resolution No. R2022-003, 2022 Fee Resolution
- h. Audit Engagement Letter
- i. Interagency Agreement Amendment No. 6 – Department of Enterprise Services: Energy Conservation
- j. 2022 Long Range Planning Work Program
- k. Sequoia’s Early Learning Center Lease Agreement

**MOTION:** **Councilmember Dahlhoff moved, seconded by Councilmember Althausser, to approve the consent calendar as published. Motion carried unanimously.**

Mayor Sullivan reviewed the items approved on the consent calendar.

**COUNCIL  
CONSIDERATIONS:**

**ORDINANCE NO.  
O2021-019,  
EMERGENCY  
SHELTERS AND  
HOUSING:**

Director Matlock briefed the Council on the ordinance required by new state laws adopted by the Legislature in 2021. The ordinance includes amendments to the City’s code for emergency shelters and emergency housing. The amendments would:

- Modify language to identify that Adult Family Homes can allow up to eight (previously six) adults, if the additional capacity is approved by the Department of Health and Services (DSHS). The amendment applies to the definitions section and to another section in the code addressing adult family homes.
- Allow transitional housing or permanent supportive housing in zone districts allowing residential dwelling units or hotels/motels in the City.
- Allow indoor emergency shelters and indoor emergency housing in zone districts allowing hotels or motels.
- Modify the definition of “family” so that it does not regulate or limit the number of unrelated persons that may occupy a household or dwelling unit.

The Council reviewed the proposed amendments during its last worksession and modified one provision to reduce the separation requirements between different supportive housing facilities from 1,320 feet to 400 feet. The Planning Commission and staff recommend approval of Ordinance No. O2021-019.

Councilmember Agabi questioned whether the provision increasing the number of adults in an Adult Family Home would require an increase in



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living space within the home as well. Director Matlock said the legislation does not speak to additional space other than there are requirements in the Building Code for safe exiting from the facility in case of an emergency. There is no requirement in state law or in the Building Code requiring a specific amount of square footage for residents.

Councilmember Althausen noted the City's Comprehensive Plan includes a long-term goal on the number of housing units required to meet growth needs. He asked whether the proposed change increases the density within the City and assists in meeting some housing unit goals to meet growth demands. Director Matlock said the provision supports the goal; however, the City has a limited number of Adult Family Homes and the amendment would have minimal impact on an increase in housing density.

**MOTION:** Councilmember Jefferson moved, seconded by Councilmember Althausen, to approve Ordinance No. O2021-019, Emergency Shelters and Housing. Motion carried unanimously.

**COMMITTEE  
REPORTS:**

**PUBLIC HEALTH &  
SAFETY:**

*Leatta Dahlhoff*

At its last meeting, the committee reviewed the status of code enforcement. Staff reviewed the process of code enforcement, response by the City, and potential outcomes. The City is experiencing a backlog of code enforcement cases with eight cases pending comprised of five minor cases and several larger cases. Staff forwarded copies of the presentation slides to the City Council. During the meeting, Councilmember Cathey referred to the threads of connection between code enforcement and other regulations and requirements. One issue was the connection to the City's tree protection ordinance and the process for responding to an incident involving the unauthorized removal of trees. Staff explained that an educational component is important to prevent incidents of unauthorized removal of trees. Some tools could be provided by the Community Development Department to assist citizens. The next meeting is scheduled on February 8, 2022. The agenda includes an update from Tumwater HOPES.

**GENERAL  
GOVERNMENT:**  
*Michael Althausen*

Councilmember Althausen reported on his election as Chair of the committee. The committee reviewed the cable franchise agreement as a prelude to a future Request for Proposal (RFP) process the three largest cities will be working through on the future of cable service in the jurisdictions. Members reviewed the 2022 Long Range Planning Work Plan and discussed the housing and tenant protection ordinance. Manager Medrud provided a briefing on a list of potential policies that could constitute an ordinance for tenant protections. Members identified

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policies that might need more information and research and discussed the timeline for moving the ordinance forward. The Council is scheduled to have a worksession on the proposal within the next several months.

**PUBLIC WORKS:**  
*Eileen Swarthout*

The last meeting on Thursday, January 6, 2022 included consideration of the Tumwater Hill Park Trail Crosby Connector Authority to Solicit Bids and a recommendation to award a bid. Councilmember Swarthout was elected to serve as Chair of the committee.

**BUDGET AND  
FINANCE:**  
*Debbie Sullivan*

The next meeting is scheduled on February 15, 2022.

**MAYOR/CITY  
ADMINISTRATOR'S  
REPORT:**

City Administrator Doan introduced Brianna Feller, the City's new Community Engagement Specialist. Specialist Feller was raised in the area, attended Arizona State University, completed a brief internship with the Port of Olympia, and worked for the City of Yelm.

City Administrator Doan thanked staff for their efforts during the holidays dealing with snow over nine days followed by many days of rain. On the front line was the operations crew working 12-hour shifts through the holidays and each night to keep streets plowed and safe. Additionally, the Police Department and Fire Department were heavily impacted installing vehicle chains and special tires, handling car accidents, and other emergencies. Throughout those days, City staff worked at City Hall to ensure City Hall remained open during regular hours Tuesday through Thursday. Parks and Recreation Department personnel were also heavily impacted by snow and then by flooding at Pioneer Park and the golf course.

Mayor Sullivan reported her first several weeks serving as Mayor have been very busy including speaking at the Thurston Chamber of Commerce, participating in a radio interview, and providing a presentation to the Tumwater Chamber of Commerce on Wednesday, January 19, 2022. She conveyed her appreciation to staff for their assistance in helping her through the transition process. She plans to continue attending Intercity Transit Authority Board and Community Action Council meetings.

**COUNCILMEMBER  
REPORTS:**

*Leatta Dahlhoff:*

Thurston County 911 Communications conducted an emergency meeting to address service delivery of 911 calls. The problem was caused by a broken switch provided by a vendor. The incident was categorized as a "network storm" with all redundancies in place failing. Thurston County

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911 Communications is part of a consortium with several other jurisdictions. The system failed on a Tuesday following the mailing of a letter advising of concerns of a prior phone failure on July 4, 2021. The vendor is based in Toronto, Canada with a service tech assigned locally. Due to the outages, attorneys are involved and discussions are underway on potential options that might be available. A town hall meeting is scheduled on January 19, 2022.

The Regional Fire Authority Steering Committee is meeting on Monday, January 24, 2022 to continue discussions on regionalization of fire and medical emergency services.

Councilmember Dahlhoff inquired about the process for accessing Tumwater's Community Survey. Specialist Feller advised that the survey is scheduled to be posted on the website within the next several days. Staff is mailing postcards and preparing advertising for the survey as well.

***Angela Jefferson:***

Councilmember Jefferson said based on the Council's discussions on food insecurity, the community garden program, and local food banks, she contacted Pastor Sandy Ward with the United Methodist Church to discuss a potential community garden project. Pastor Ward advised that in March, she is collaborating with Thurston County Food Bank to open a pop-up food bank at the church from 7 p.m. to 9 p.m. to accommodate citizens who work during the day.

On January 13, 2022, the LEOFF 1 Disability Board met and elected Rick Sapp (former Tumwater Fire Chief) as the new Chair, and Robert Drewett (former Tumwater Police Sergeant) as Co-Chair.

Councilmember Jefferson reported she recently met with a new Tumwater small business owner. Their conversation centered on why the owner selected Tumwater to open the business, how the business is doing during the pandemic, and ways the City could assist to ensure the owner's success. The business owner and her husband selected to open the business in Tumwater because they felt safe in the City, which speaks positively to efforts by the Tumwater Police Department. She thanked members of the Police Department for keeping the community safe and for conveying a sense of safety that resulted in the business locating in the City. Councilmember Jefferson asked the business owner about current challenges. The business is nearing its one-year anniversary and the business is experiencing some challenges because of the pandemic. The owner spoke to opening a job-training center to increase the number of jobs in Tumwater. However, the business owner was denied access to funding from the Thurston Economic Development Council (EDC). Councilmember Jefferson inquired as to how to make funding easier for the business owner as the business is a community center that offers a

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service for the City comprised of a safe place for gatherings and job training opportunities.

City Administrator Doan said staff has had some discussions with the business owner as the City does not have the availability of funds to help businesses. Rather, the City coordinates those activities through the EDC. City staff encouraged the business owner to consider forming a companion 501(C) 3 non-profit business based on the types of services the owner is providing. The process is paperwork-intensive for reporting but it opens the door to many funding sources.

***Joan Cathey:***

During the Solid Waste Advisory Committee and the Olympic Clean Air Agency meetings, several legislators attended and discussed pending legislation or legislation adopted for clean air and recycling.

Councilmember Cathey attended a Regional Housing Council funding subcommittee. Members discussed cold and hazardous weather shelter and the increased need because of climate change. More money has been allocated to the program along with another opportunity for organizations to apply for some additional funding. A RFP is scheduled for release soon.

***Eileen Swarthout:***

Councilmember Swarthout attended the last Tumwater HOPES meeting. Members elected new leadership and engaged in some strategic planning. The group plans to host a retreat to review planning for the next year.

Councilmember Swarthout attended the Thurston Regional Planning Council. The Council approved the 2022 operating budget, solicited officer nominations for 2022, reviewed TRPC values, vision, and mission, reviewed transportation priorities survey results, and received a legislative update.

Earlier in the day, the Visitors Convention Bureau sponsored a Director's meeting and a Strategic Planning Workshop. Director Denney attended as well. Members were introduced to an individual who is assisting the Board in developing a strategic plan for a three-year period.

***Michael Althausen:***

The Capitol Lake Executive Work Group did not conduct a meeting as the consultant team continues to collect feedback and review the Environment Impact Statement.

The next meeting of the Regional Housing Council is scheduled next week.

***Peter Agabi:***

Councilmember Agabi reported on his first attendance as a member representing the City of Tumwater at the recent Transportation Policy

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Board meeting. The Board approved the appointment of former Tumwater Mayor Pete Kmet as an Emeritus Representative for a two-year term. Members approved proposed Amendments to the 2022-2025 Regional Transportation Improvement Program (RTIP). Members discussed the proposal to form a subcommittee for the High Capacity Transportation Study that would include the area of Tumwater south to 93<sup>rd</sup> Avenue. Currently, that area would not qualify for funding. Former Mayor Kmet forwarded him numerous email communications between him and City and TRPC staff regarding the issue.

On January 12, 2022 Councilmember Agabi attended the General Government Committee meeting via zoom. He has been reassigned as a member of the Public Health and Safety Committee. During the meeting, the committee elected Councilmember Althausser to serve as Chair.

***Charlie Schneider:***

Councilmember Schneider reported on his attendance to the following meetings:

- Participated in the Spouses Club, a Lewis-McChord Fundraiser held at Tart Hard Cider in Tumwater. The fundraiser benefits the club's scholarships and grants program.
- Attended the Tumwater School Board meeting via Zoom. The School Board and Superintendent Dotson recognized the City's two School Resource Officers and Tim Graham, Tumwater High School Athletic Director, who received a national award for his excellent work on the school's sports program.
- Attended a ribbon cutting ceremony for John L. Scott Real Estate in Tumwater.
- Attended the Thurston County Chamber of Commerce meeting. Mayor Sullivan was featured as one of the guest speakers in addition to mayors from Lacey, Olympia, and Yelm, and Thurston County Commissioner Tye Menser.
- Attended the Public Works Committee and Tumwater HOPES meetings.

**ADJOURNMENT:**      **With there being no further business, Mayor Sullivan adjourned the meeting at 8:51 p.m.**

Prepared by Valerie L. Gow, Recording Secretary/President  
Puget Sound Meeting Services, psmsoly@earthlink.net

TO: City Council  
 FROM: Shelly Carter, Assistant Finance Director  
 DATE: February 1, 2022  
 SUBJECT: Payment of Vouchers

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1) Recommended Action:

Staff is seeking City Council ratification of the payment of vouchers 168661 to 168777 in the amount of \$1,009,754.64 dated January 14, 2022 and electronic payments 901331 to 901346 in the amount of \$192,113.63; and payment of vouchers 168778 to 168828 in the amount of \$126,677.30 dated January 21, 2022 and electronic payments 901347 to 901360 in the amount of \$21,771.05.

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2) Background:

The City pays vendors monthly for purchases approved by all departments. The Finance Director has reviewed and released the payments as certified on the attached Exhibit(s). The full voucher listings are available by request to the Assistant Finance Director. The most significant payments\* were:

Vendor	\$	Description
City of Lacey	159,354.00	2022 Animal Services M&O Admin Svcs
Garland/DBS, Inc	21,032.42	Pioneer Park Maint. Bldg. Roof Replacement
Olympic Region Clean	20,319.60	2022 Per Capita Assessment
Thurston County	48,948.79	2021 QTR4 Indigent Defense
Wa St Auditors	23,157.23	2020 Audit - December
Semaphore Corporation	75,027.61	Security Camera System Replacement

\* Includes vouchers in excess of \$20,000, excluding routine utility payments.

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3) Policy Support:

- Strategic Goals and Priorities: Fiscally responsible and develop sustainable financial strategies.
  - Vision Mission Beliefs-Excellence: Efficient stewards of public resources, building public trust through transparency.
- 

4) Alternatives:

- ☐ Ratify the vouchers as proposed.
  - ☐ Develop an alternative voucher review and approval process.
- 

5) Fiscal Notes:

The vouchers are for appropriated expenditures in the respective funds and departments.

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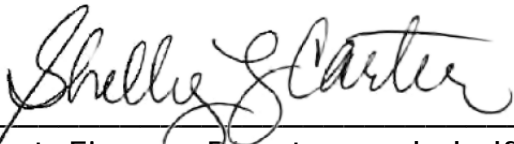
6) Attachments:

- A. Exhibit A – Payment of Vouchers – Review and Approval
- B. Exhibit B – Payment of Vouchers – Review and Approval

## EXHIBIT "A"

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Tumwater, and that I am authorized to authenticate and certify to said claim.

Voucher/Check Nos 168661 through 168777 in the amount of \$1,009,754.64  
Electronic payment No 901331 through 901346 in the amount of \$192,113.63

A handwritten signature in cursive script, reading "Shelly Carter", written over a horizontal line.

Asst. Finance Director, on behalf of the Finance Director

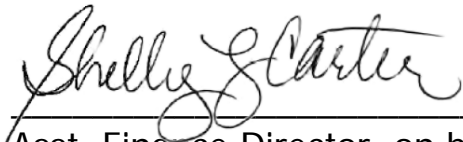
Checks dated 01/14/2022



## EXHIBIT "B"

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Tumwater, and that I am authorized to authenticate and certify to said claim.

Voucher/Check Nos 168778 through 168828 in the amount of \$126,677.30  
Electronic payment No 901347 through 901360 in the amount of \$21,771.05

A handwritten signature in cursive script, reading "Shelly G. Carter". The signature is written in black ink and is positioned above a horizontal line.

Asst. Finance Director, on behalf of the Finance Director

Checks dated 01/21/2022

TO: City Council  
 FROM: Hanna Miles, Executive Assistant/Deputy City Clerk  
 DATE: February 1, 2022  
 SUBJECT: Reappointment of Regional Representative Chris Leicht to the Capital Area Regional Public Facilities District Board of Directors (CARPFD)

---

1) Recommended Action:

Approve a motion reappointing Chris Leicht to a 4-year term on the Capital Area Regional Public Facilities District (CARPFD) Board of Directors as a regional or "at-large" member.

---

2) Background:

In accordance with statutory requirements and the Intergovernmental Agreement, each participating agency selects one board representative to the CARPFD with the remaining three regional or "at-large" seats to be selected by agreement by the cities and the County for a seven member board. Each participating jurisdiction has to act on the reappointment for Chris Leicht's term to be effective. Chris Leicht is a former Tumwater resident who has served on the CARPFD Board of Directors since 2010. The duties of the Board of Directors are solely fiduciary to issue an annual report regarding the Public Facilities District revenues, distributions, and expenditures. The Facilities District is funded with a diversion of State sales tax and pays for portions of the Regional Athletic Complex in Lacey and the Hands on Children's Museum in Olympia.

---

3) Policy Support:

VISION | MISSION | BELIEFS

Partnership | We work collaboratively with residents, businesses, and community organizations. We also actively partner with other jurisdictions to address regional, state, and even broader issues.

---

4) Alternatives:

- ☐ Do not reappoint Chris Leicht to the CARPFD Board of Directors
  - ☐ Some other course of action
- 

5) Fiscal Notes:

There is no cost associated with this reappointment.

---

6) Attachments:

- A. Membership and background information for the Capital Area Regional Public Facilities District

## CAPITAL AREA REGIONAL - PUBLIC FACILITIES DISTRICT BOARD OF DIRECTORS - MEMBER INFORMATION

### ACTION NEEDED

Chris Leicht's term as a regional representative on the CAR-PFD Board will expire on March 1, 2022. Chris was appointed in 2010 and he has expressed interest in continuing to serve.

Regional representatives are appointed by the elected officials of Lacey, Olympia, Tumwater and Thurston County.

- **DUTIES OF THE BOARD** - In accordance with paragraph 3.C. of the Interlocal Agreement, the Public Facilities District shall file annual financial statements and annual reports with Olympia, Lacey, Tumwater, and the County within 90 days after the end of each fiscal year. No other powers are granted and no other duties are authorized to be performed by the District, unless authorized by the District's Charter and the terms of the contract between the District and City of Olympia and the contract between the District and City of Lacey.
- **NUMBER OF BOARD MEMBERS** - The Board shall be composed of seven members appointed in accordance with the terms of *RCW 35.57.010(3)(c)*.
- **TERMS** - Four-year terms (*RCW 35.57.010(3)(c)*)
- **FOUR MEMBERS** - Of the four members to be appointed under *RCW 35.57.010(3)(c)(ii)*, one each shall be appointed by the City Councils of Olympia, Lacey and Tumwater and by the County Commissioners. The appointments shall be subject to the recommendations from local organizations required by *RCW 35.57.010(3)(c)(ii)*, as follows:  
  

“The four members appointed by the legislative authority are based on recommendations from local organizations. The members appointed under (c)(ii) shall be based on recommendations received from local organizations that include, but are not limited to the local chamber of commerce, local economic development council, local labor council, and a neighborhood organization that is directly affected by the location of the regional center in their area.”
- **THREE MEMBERS** - Three members appointed as **regional representatives** by the elected officials of Lacey, Olympia, Tumwater, and Thurston County. The members appointed shall not be members of the legislative authorities. (*RCW 35.57.010(3)(c)(i)*)

Chris Leicht

#### EDUCATION

B.S.B.A. John Carroll University, Cleveland, Ohio. 1972

#### WORK EXPERIENCE

Ecolab, Inc., 1978-2015—Sales and Service

C.A. Muer Corp., 1972-1978—Restaurant Mgmt

Currently Retired

Part-time-Tumwater Golf Course Pro Shop

Occasional consulting for Ecolab, Inc.

#### PUBLIC SERVICE

Tumwater City Council—1990-1996

Tumwater City Parks Board—1997-2006

CAR-PFD Board—2006-2018

Intercity Transit Board—1992-1996, Chairman 1994,1995

Various other Inter-governmental area boards

#### COMMUNITY SERVICE

Tumwater Hill Neighborhood Assoc Board

Tumwater Soccer Club Board

Youth Basketball Coach

#### PERSONNAL

Married to Cecilia Leicht 18 years

5 grown children Jonathan, Matthew, Robert, Michelle, and Gary





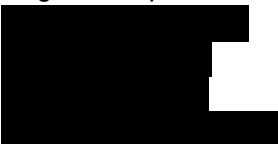


Lived in Thurston County 32 years, Tumwater(19), Lacey (10), and Olympia(3)

# CAPITAL AREA REGIONAL – PUBLIC FACILITIES DISTRICT

ESTABLISHED IN 2003

BOARD OF DIRECTORS (2021-2022)

FOUR YEAR TERM - NO TERM LIMITS

<b>Nancy Clauson, President (2020-2021)</b> <i>Regional Representative</i>  Appointed: 03.03.2012 Reappointed: 03.01.2016, 03.01.2020 Term Expiration: 03.01.2024	<b>Ken Parsons, Secretary/Treasurer (2020-2021)</b> <i>Thurston County Representative</i>  Appointed: 02.25.2003 Reappointed: 02.12.2007, 03.01.2011, 2015, 09.18.2018 Term Expiration: 03.01.2023
<b>Chris Leicht</b> <i>Regional Representative</i>  Appointed: 04.01.2010 Reappointed: 05.22.2014, 07.12.2018 Term Expiration: 03.01.2022	<b>Dennis Reed</b> <i>City of Lacey Representative</i>  Appointed: 02.25.2003 Reappointed: 03.01.2007, 2011, 2015, 12.06.2018 Term Expiration: 03.01.2023
<b>John Grausam</b> <i>Regional Representative</i>  Appointed: 05.07.2019 (unexpired term) Reappointed: 03.18.2021 Term Expiration: 03.01.2025	<b>David Brine</b> <i>City of Olympia Representative</i>  Appointed: 12.04.2007 Reappointed: 03.01.2011, 2015, 02.05.2019 Term Expiration: 03.01.2023
<b>City of Lacey Administrative Support</b> City Clerk's Office Lacey City Hall 420 College St SE Lacey WA 98503 360.486.8704 <a href="mailto:pedmonds@ci.lacey.wa.us">pedmonds@ci.lacey.wa.us</a>	<b>Trent Grantham</b> <i>City of Tumwater Representative</i>  Appointed: 03.01.2011 Reappointed: 03.01.2015, 10.16.2018 Term Expiration: 03.01.2023

TO: City Council  
FROM: Troy Niemeyer, Finance Director  
DATE: February 1, 2022  
SUBJECT: Resolution No. R2022-004 – Surplus Items

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1) Recommended Action:

Staff Recommends that City Council adopt Resolution R2022-004 Declaring Property as Surplus.

---

2) Background:

The item listed on Exhibit A is an ambulance that was donated to the City of Tumwater by Thurston County in 2009, at no cost to the City. The unit is no longer needed and would need extensive repairs to keep it in service. The City of Olympia has expressed interest in the vehicle. It will make needed repairs and upgrades and use it as a BLS transport unit.

---

3) Policy Support:

- Strategic Goals and Priorities: Fiscally responsible and develop sustainable financial strategies.
  - Vision Mission Beliefs-Excellence: Efficient stewards of public resources, building public trust through transparency.
- 

4) Alternatives:

- ☐ Approve the Resolution.
  - ☐ Don't approve the Resolution
- 

5) Fiscal Notes:

No cost to the City of Tumwater. The City will save money by donating the unit.

---

6) Attachments:

- A. Attachment A – Resolution R2022-004 Declaring Property as Surplus.
- B. Exhibit A to the Resolution. List of the vehicle to be donated.

**RESOLUTION NO. R2022-004****Donation of Surplus Ambulance to the City of Olympia**

**A RESOLUTION** of the City Council of the City of Tumwater, Washington declaring the property itemized on the attached Exhibit “A” surplus to the City’s needs, so that it can be disposed of in accordance with Washington State Law.

**WHEREAS**, the Fire Chief and Asset Manager have determined the 2001 Ford E450 Ambulance, shown on the attached Exhibit “A”, currently owned by the City of Tumwater, does not meet the current or foreseeable needs of the City; and

**WHEREAS**, in 2009 the City received the 2001 Ford E450 Ambulance from Thurston County at no cost and it has been fully depreciated; and

**WHEREAS**, the vehicle would require considerable repairs and upgrades to continue service as an Ambulance in the City due to its age and high mileage; and

**WHEREAS**, donating the vehicle would result in substantial annual cost savings related to storing, maintaining, and insuring a vehicle that is no longer in service; and

**WHEREAS**, it is the City's policy to dispose of surplus property in accordance with RCW 35A.11.010, RCW 63.32.010, and other applicable Washington State laws, rules and regulations; and

**WHEREAS**, the City of Olympia has indicated an interest in repairing and upgrading the unit to utilize as a BLS transport unit in the City of Olympia; and

**WHEREAS**, this BLS transport resource will remain in the County and will potentially be available upon request by the Tumwater Fire Department to transport Tumwater residents to area hospitals; and

WHEREAS, it is in the best interests of the City and its residents and will continue to provide a public benefit to the community to donate the Ambulance to the City of Olympia.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUMWATER AS FOLLOWS:**

**Section 1. Surplus Declaration.** The property itemized on the attached Exhibit "A" is hereby declared surplus to the needs of the City of Tumwater, and it shall be donated to the City of Olympia.

**Section 2. Ratification.** Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

**Section 3. Severability.** The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon adoption and signature as provided by law.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF TUMWATER

\_\_\_\_\_  
Debbie Sullivan, Mayor

ATTEST:

\_\_\_\_\_  
Melody Valiant, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney



EXHIBIT “A”

Tumwater Aid Unit (Fire Department Vehicle #49)

2001 Ford E450

VIN 1FDXE45F91HB09107

Mileage 149,743

Ownership transferred from Thurston County to the City of Tumwater on July 21, 2009 per County Resolution #14257

Agreement transferring ownership to the City signed by the Tumwater City Administrator on July 22, 2009.

TO: City Council  
FROM: Brian Hurley, Fire Chief  
DATE: February 1, 2022  
SUBJECT: Intergovernmental EMS Contract

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1) Recommended Action:

Make a motion authorizing the Mayor to sign the Letter of Acknowledgement for the 2022 renewal of the BLS funding contract with Thurston County Medic One.

---

2) Background:

The Tumwater Fire Department has a long partnership with Thurston County Medic One providing both Basic Life Support (BLS) and Advanced Life Support (ALS) services in the City and County. Staff supports the agreement that ensures continued funding from the County to provide Emergency Medical Services BLS response, purchase medical supplies, and provide training and equipment for personnel. The BLS funding agreement is a 5-year contract signed in 2020. The agreement requires an annual affirmative response from the City for automatic renewal.

---

3) Policy Support:

City of Tumwater Strategic Goals and Priorities  
D. Provide and Sustain Quality Public Safety Services

---

4) Alternatives:

☐ Do not authorize renewal of the agreement

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5) Fiscal Notes:

The current City budget includes projected revenue from this agreement.

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6) Attachments:

A. Letter of Acknowledgement, 2022 BLS Funding Agreement  
B. Intergovernmental EMS Contract-Basic Life Support (BLS) Funding



# MEDIC ONE



January 12, 2022

Tumwater Fire Department  
311 Israel Rd  
Tumwater, WA 98501

**RE: Letter of Acknowledgement  
BLS Funding Agreement**

The term of the current agreement, which commenced on January 1, 2020, shall automatically renew every year up to 5 years from the original contract effective date, upon mutual agreement between parties.

This letter acknowledges Thurston County Medic One's agreement to automatically renew the current BLS Funding Agreement, for an additional (1) year, beginning January 1, 2022.

If Tumwater Fire Department agrees to this renewal, Tumwater Fire Department shall sign and date below, and return within 30 days from the date of this letter.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
AGENCY  
Debbie Sullivan  
Mayor of Tumwater

\_\_\_\_\_  
Ben Miller-Todd, Interim Assistant Director  
Thurston County Emergency Services

**INTERGOVERNMENTAL EMS CONTRACT**  
Basic Life Support (BLS) Funding

**THIS CONTRACT** is made and entered into in duplicate originals this 1st day of January, 2020, by and between the **COUNTY OF THURSTON**, a municipal corporation, hereinafter referred to as the 'COUNTY' and the City of Tumwater, a municipal corporation, hereinafter referred to as the 'AGENCY';

**WHEREAS**, Chapter 39.34 RCW authorizes local governments to enter into agreements for joint and cooperative undertakings; and

**WHEREAS**, regulations over the provision of emergency medical services include Chapters 18.71, 18.73, 70.168 RCW and Chapter 246-976 WAC; and

**WHEREAS**, RCW 70.168.120 authorizes the County to establish local emergency medical services care councils; and

**WHEREAS**, Thurston County Medic One is supported by a county wide levy in order to provide county wide emergency medical services as provided by law; and

**WHEREAS**, certain local agencies have the Basic Life Support (BLS) resources, as defined in State Statute available to provide such services at the requisite level of quality and training; and

**WHEREAS**, the COUNTY desires to have the AGENCY perform BLS services as hereinafter set forth; requiring specialized skills and other supportive capabilities; and

**WHEREAS**, sufficient COUNTY resources are not available to provide such services; and

**WHEREAS**, the AGENCY represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the BLS services set forth in this Contract;

**THEREFORE**, in consideration of the terms, conditions, covenants, and performance, contained herein, the parties hereto mutually agree as follows:

**I. SERVICES**

- A. The AGENCY shall perform such services and accomplish such tasks, as are identified and designated as AGENCY responsibilities in Exhibit 'A', and throughout this Contract.
- B. The COUNTY, through the Thurston County Emergency Medical Services Fund, shall provide the AGENCY with financial support and medical supplies, based on prior year call volume for said agency.

COUNTY BLS Supply Funds shall be used to provide emergency medical care or emergency medical services, including training for such personnel and related equipment, supplies, vehicles, structures needed to provide this care or service, and/or encourage preventative health measures. Expenses shall be consistent with the level of the public agency's State Department of Health Certification. These funds may be expended directly by COUNTY on behalf of the providing agency, or by the providing agency with reimbursement requested from COUNTY. The expended amount shall not exceed the amount allocated for each providing agency, as described in Exhibit 'B'.

COUNTY Financial Support is provided directly to each jurisdiction to cover a portion of the

costs for the provision of their BLS service delivery.

- C. The COUNTY shall provide funding for the provision of certain occupational health vaccination and testing services, to include Hepatitis B vaccination series, Titer tests, Tuberculosis tests, Tetanus/Diphtheria/pertussis (Td or Tdap) and influenza vaccines for all Thurston County Fire agency EMS providers in addition to the Supply and Direct Support amounts.
- D. COUNTY shall provide and manage modems, for the ePCR system, as well as ePCR hardware/software, and associated support. AGENCY is responsible for providing a point of contact to COUNTY's Medic One Business Application Administrator. AGENCY is responsible for providing unlimited cellular data for each modem it uses.
- E. AGENCY shall provide COUNTY with access to COUNTY provided hardware.
- F. AGENCY shall not abuse or misuse COUNTY equipment.

## **II. EFFECTIVE DATE; DURATION**

The term of this Contract and the performance of the AGENCY shall commence on January 1, 2020. and shall automatically renew every year up to 5 years from the original contract effective date, upon mutual agreement between the parties hereto and pursuant to the terms and conditions herein.

## **III. THE EMERGENCY MEDICAL SERVICES COUNCIL**

- A. The EMS Council is formally established by Thurston County Board of Commissioners Resolution No. 6131, and the EMS Council is recognized by the Washington State Department of Health.
- B. The EMS Council shall advise the COUNTY with regard to the formulation and implementation of an Emergency Medical Services System consistent with State and Federal guidelines, including budget allocations. The EMS Council is not a party to this Contract, and nothing herein shall serve to create third party rights in favour of the EMS Council, or any other person, or entity not specifically identified as a party to this Contract.

## **IV. COMPENSATION AND METHOD OF PAYMENT**

- A. No payment by the COUNTY shall be made for any service rendered by AGENCY except for services identified and set forth in this Contract.
- B. No payment by the COUNTY shall be made for any service rendered by AGENCY without a signed Intergovernmental EMS Contract, for BLS funding.
- C. If AGENCY is merged with another agency, allocated funds will remain in the County budget, only through the current County budget period.
- D. Purchase requests over \$49,999.00 requires prior approval from Thurston County Board of County Commissioners ("BoCC"). Purchase requests over \$49,999.00 must be received at least 30 calendar days prior to ordering the item or service.
- E. Goods and services shall be ordered by November 30<sup>th</sup> of each year and must be received by December 31<sup>st</sup>.

- F. Invoices and reimbursement requests need to be submitted within 30 days from the date item is received.
- G. Invoices and requests for reimbursement for goods and services delivered in December must be received in the COUNTY's Medic One office no later than January 15<sup>th</sup> of the following year.
- H. In the rare circumstance where a Medic One Paramedic accompanies a patient on a BLS transport capable unit due to emergency circumstances, the Fire Agency shall bill Medic one according to the Fire Agency's respective rate schedules. Medic One will set their reimbursement rate schedule according to the Centers for Medicare & Medicaid Services (CMS) rate schedule and shall publish this no later than January 1<sup>st</sup>, of each year. These transport charges shall be reimbursed utilizing the ALS budget and shall not utilize BLS funds. No additional fees, charges, or other costs shall be submitted to the patient or their health care provider.

#### **V. ESTABLISHMENT AND MAINTENANCE OF RECORDS**

- A. The AGENCY agrees to maintain books, records and documents and accounting procedures and practices which accurately reflect all direct and indirect costs related to the performance of this Contract. Such fiscal books, records, documents, reports and other data shall be maintained in a manner consistent with the "Budgeting, Accounting, Reporting System for Counties and Cities, and Other Local Governments," referred to as "BARS," as issued by the Office of the State Auditor, State of Washington.

The AGENCY further agrees that the COUNTY and/or State/Federal officials shall have the right to monitor and audit at their own expense the fiscal components of the AGENCY to ensure that actual expenditures remain consistent with the terms of this Contract.

- B. The AGENCY shall retain all books, records, documents and other material relevant to this Contract for the amount of time required by the State of Washington. The AGENCY agrees that the COUNTY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.
- C. The AGENCY'S fiscal management system shall include the capability to provide accurate, current and complete disclosure of the financial status of this Contract upon request.
- D. The patient care records of the Agency as submitted per Exhibit 'A' shall be accessible by the AGENCY for planning, quality control and all applicable public records requests.
- E. If it is determined that a Business Associate Agreement (BAA) is required, it shall be completed as an addendum to this Agreement and incorporated herein.

#### **VI. ASSIGNMENT/SUBCONTRACTING**

- A. The AGENCY shall not assign any portion of this Contract without the written consent of the COUNTY, and it is further agreed that said consent must be sought in writing by the AGENCY not less than fifteen (15) days prior to the date of any proposed assignment.
- B. Any work or services assigned hereunder shall be subject to each provision of this Contract and proper bidding procedures where applicable as set forth by local, State and/or Federal statutes, ordinances and guidelines.

- C. The COUNTY will not unreasonably withhold consent. If the COUNTY fails to respond to a request by the AGENCY to assign all or any portion of this Contract within fifteen (15) calendar days, consent shall be deemed to have been given.

## **VII. FUTURE SUPPORT**

The COUNTY makes no commitment to future support and assumes no obligation for future support of the activity contracted for herein, except as may be expressly set forth in this Contract. All compensation methods and formulas shall be reviewed for appropriateness, annually.

## **VIII. COMPLIANCE WITH LAWS**

The parties, in performance of this Contract, agrees to comply with all applicable local, State and/or Federal laws and ordinances, including standards for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals and any other standards or criteria as described in this Contract to assure quality of services.

## **IX. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES**

- A. The COUNTY and the AGENCY are equal opportunity employers.
- B. The AGENCY agrees that it shall not discriminate against any employee or applicant on the grounds of race, color, religion, sex, sexual orientation, national origin, creed, marital status, age, veteran status, or the presence of any disability; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the particular worker involved from performing the occupational requirements of the job. The AGENCY shall take such action with respect to this Contract as may be required to ensure full compliance with state and federal law.
- C. The AGENCY shall not, on the grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, veteran status or the presence of any disability deny any individual any services or other benefits provided under this Contract.

## **X. RELATIONSHIP OF PARTIES**

- A. No agent, employee, servant or representative of the AGENCY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose, and the employees of the AGENCY are not entitled to any of the benefits the COUNTY provides for COUNTY employees. The AGENCY shall be solely and entirely responsible for its acts and for the acts of its agents, and employees during the performance of this Contract.
- B. The COUNTY will not exercise control and direction over the work of the AGENCY, with the exception of agency personnel operating under Department of Health's approved protocol, and is interested primarily in the results to be achieved. However, the services contemplated herein must meet the general financial approval of the COUNTY and shall be subject to the COUNTY'S general rights of financial inspection and review to secure the satisfactory completion hereof.
- C. In the event that any of the AGENCY'S employees or agents, carry on activities or conduct themselves in any manner which may jeopardize the funding of this Contract, the AGENCY shall be responsible for taking adequate measures to prevent said employee or agent from performing or providing any of the services contained in this Contract.

- D. Communications between the AGENCY and the COUNTY shall be addressed to the regular place of business:

THURSTON COUNTY  
c/o MEDIC ONE DIRECTOR  
2703 PACIFIC AVE SE, SUITE C  
OLYMPIA, WA 98501

CITY OF TUMWATER  
c/o FIRE CHIEF  
555 ISRAEL ROAD SW  
TUMWATER, WA 98501

## **XI. POLITICAL ACTIVITY PROHIBITED**

None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition.

## **XII. INDEMNIFICATION; HOLD HARMLESS**

- A. All services to be rendered or performed under this Contract shall be performed or rendered entirely at the AGENCY'S own risk and the AGENCY expressly agrees to indemnify and hold harmless the COUNTY and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the COUNTY which result from or arise out of the services to be performed by the AGENCY under this Contract; provided, this section shall not apply to liability resulting exclusively from errors or omissions of the COUNTY, its officers, or employees.
- B. The COUNTY expressly agrees to indemnify and hold harmless the AGENCY and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the AGENCY which result from or arise out of the failure of products or equipment provided by the COUNTY to the extent such failure results from the negligence of the COUNTY, or the services to be performed by the AGENCY as a result of acting under the express and negligent direction or control of a COUNTY agent or representative, excluding the Medical Program Director or any other medical doctor.
- C. In the event that a claim and/or lawsuit is brought against a party to this Agreement, or against any party's officers, officials or employees for actions arising out of their conduct in responding to a request for assistance, it shall be the duty of each such party to promptly notify the other party .it that the same has been initiated.
- D. Solely for purposes of enforcing the indemnification obligations of a party under this Section XII, each party expressly waives, by mutual negotiation, its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and agrees that the obligation to indemnify, defend, and hold harmless provided for in this Section XII extends to any such claim brought against the indemnified party by or on behalf of any employee of the indemnifying party. The foregoing waiver shall not in any way preclude the Indemnifying party from raising such immunity as a defense against any claim brought against the indemnifying party by any of its employees.



### **XIII. INSURANCE**

The AGENCY shall maintain insurance coverage sufficient to insure its operations, including professional legal liability and general liability either through membership in a Washington State approved government risk pool or through commercial insurance. Commercial coverage must meet the following minimum requirements:

- A. **Professional Legal Liability:** The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the AGENCY'S services provided subject to this Contract. Coverage shall not exclude bodily injury, property damage or hazards within the scope of the AGENCY'S services subject to this Contract.
- B. **Commercial General Liability:** The AGENCY shall maintain Commercial General Liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than \$1,000,000 per loss, or equivalent coverage provided through a joint self-insurance program approved by the Washington State Risk Manager.
- C. The AGENCY'S general liability insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. **Other Commercial Insurance Provisions**
  - 1. The AGENCY'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
  - 2. The AGENCY shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington, or equivalent coverage provided through a joint self-insurance program approved by the Washington State Risk Manager.
  - 3. Certificates of Insurance or other reasonable notices of coverage shall be provided to the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department. Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Attn: Risk Analyst  
Human Resources  
2000 Lakeridge Drive S.W.  
Olympia, Washington 98502

### **XIV. SUSPENSION, TERMINATION AND CLOSE-OUT**

If the AGENCY fails to comply with the terms and conditions of this Contract, the COUNTY may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Contract in the manner specified herein.

- A. **Suspension:** If the AGENCY fails to comply with the terms of this Contract, or whenever the AGENCY is unable to substantiate full compliance with the provisions of this Contract, the COUNTY may suspend the Contract pending corrective action or investigation, after first allowing a reasonable period for the AGENCY'S cure. The COUNTY shall provide written

notice of intent to suspend the Contract, and shall set forth the actions the AGENCY must take, and the time frame within which such action must occur to avoid suspension. If, following such reasonable period for cure the AGENCY fails to cure, the COUNTY may suspend the Contract pending corrective action or investigation by COUNTY employees or their agents. The effective date of suspension shall not be less than seven (7) business days following written notification of suspension to the AGENCY. The suspension shall remain in full force and effect until the AGENCY has taken corrective action to the satisfaction of the COUNTY and is able to substantiate its full compliance with the terms and conditions of this Contract. No obligation incurred by the AGENCY during the period of suspension shall be allowable under the Contract except any reasonable, proper and otherwise allowable costs which the AGENCY could not avoid during the period of suspension. If the AGENCY has corrected its action(s) to the satisfaction of the COUNTY, the COUNTY shall immediately notify the AGENCY in writing that the period of suspension has ended, and shall specify the effective date of the end of such suspension.

- B. Termination for Cause by County: If the AGENCY fails to cure the non-compliance issues that resulted in a suspension of the Contract by the COUNTY, and any of the below-listed conditions exist, the COUNTY may terminate this Contract in whole or in part. If the COUNTY exercises its right to terminate the Contract, it shall notify the AGENCY in writing of the effective date of the termination, and shall set forth the reasons for termination. The COUNTY shall not give less than 21 days' notice of intent to terminate the Contract. After the effective date of termination, no charges incurred by the AGENCY under any terminated portions of the Contract are allowable as against the COUNTY, except for any charges reasonably incurred or encumbered prior to the AGENCY receiving notice of intent to terminate.

Non-compliance, and one of the following conditions provides cause for termination:

1. The lack of compliance with the provisions of this Contract are of such scope and nature that the COUNTY deems continuation of this Contract to be substantially detrimental to the interests of the COUNTY;
  2. The AGENCY has failed to take satisfactory action to correct non-compliance as directed by the COUNTY or its authorized representative within the time specified by same and as set forth in the request to cure notice in Section XIV. A.
- C. Termination for Cause by AGENCY: In the event the COUNTY fails to comply with the terms and conditions of this Contract, the AGENCY shall give notice of such failure and allow a reasonable period for the COUNTY'S cure. Thereafter, in the event the COUNTY fails to cure, the AGENCY may terminate part or all of this Contract upon sixty (60) days written notice to the COUNTY.
- D. Termination for Other Grounds: This Contract may also be terminated in whole or in part as follows:
1. By either party with the mutual consent of the other party, in which case the two parties shall devise by mutual written agreement, the conditions of termination including the effective date thereof and in case of termination in part, that portion to be terminated;
  2. By the COUNTY, if the funds allocated by the COUNTY via this Contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- E. Close-Out: In the event that this Contract is terminated in whole or in part for any reason, the following provisions shall apply:

1. Upon written request by the AGENCY, the COUNTY shall make or arrange for payment to the AGENCY of allowable reimbursable costs not covered by previous payments;
2. The AGENCY shall immediately refund to the COUNTY any monies paid in advance for services not performed;
3. The AGENCY shall submit, within thirty (30) days after the date of expiration of this Contract, all financial, performance and other reports required by this Contract;
4. In the event a financial audit has not been performed prior to close out of this Contract, the COUNTY retains the right to withhold a just and reasonable sum from the final payment to the AGENCY after fully considering the recommendations on disallowed costs resulting from the final audit.

#### **XV. JURISDICTION**

- A. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County or in the superior court of the two nearest judicial districts as determined pursuant to RCW 36.01.050.

#### **XVI. SEVERABILITY**

- A. It is understood and agreed by the parties hereto that if any part, term or provision of this Contract is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with a statute of the State of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

#### **XVII. ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. This agreement replaces all prior interlocal agreements regarding the subject matter contained in this agreement. Further, any modification of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and is cause for termination. Both parties recognize time is of the essence in the performance of the provision of this Contract. It is also agreed by the parties that the forgiveness of the non-performance of any provision of this Contract does not constitute a waiver of the provisions of this Contract.

#### **XVIII. NO THIRD PARTY LIABILITY**

This Contract shall not be construed to provide any benefits to or create a cause of action for or on behalf of any third parties. Specifically and without limiting the foregoing, this

Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

#### **XIX. DISPUTE RESOLUTION**

The parties shall use reasonable efforts to mediate any dispute arising under this Contract. In the event of such a dispute, each party may, upon mutual agreement of both parties, designate, in writing, not more than three (3) candidates it proposes to act as a non-binding mediator within ten (10) days following notification of a dispute. If the parties cannot agree on one of the mediators from the combined list within five (5) days, then the parties shall promptly meet and select a mediator by blind draw. Upon selection of the mediator, the parties shall within forty-five (45) days or as soon thereafter as possible, meet and engage in a mediation of the dispute with the assistance of the mediator. The cost for the mediation services shall be borne equally between the parties, each party paying one-half of the cost. The mediator shall determine reasonable procedures. Testimony and briefing, if any, provided to the mediator shall be inadmissible in any subsequent court proceedings. If mediation fails to resolve the dispute, the parties may thereafter seek redress in a court of competent jurisdiction. Nothing in this section shall be construed to prohibit either party from exercising its right to terminate this Agreement as otherwise provided in this Agreement or be construed as a pre-condition to the exercise of such right to terminate.

#### **XX. EQUAL OPPORTUNITY TO DRAFT**

Each party has had opportunity to consult with counsel in connection with the negotiation, execution and delivery of this Contract. Each of the provisions of this Contract has been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption or other rules of construction which would render the provisions of this Contract in favor of or against the party preparing the same will apply in connection with the construction or interpretation of any of the provisions of this Contract.

#### **XXI. MISCELLANEOUS**

**Successors.** All of the terms, covenants, and conditions in this Contract shall extend to and bind any approved legal successors and assigns of the parties hereto.

**Effect of Recitals** The headings and recitals in this Contract are for convenience only and do not in any way limit or amplify the provisions of this Contract

**Recording.** The parties shall ensure that copy of this Contract is filed with the Thurston County Recorder's Office or posted by subject on either party's website.

This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation allowed under the Act.

This Agreement does not provide for jointly owned property. All property presently owned or hereafter acquired by one party to enable it to perform the services required under this Agreement, shall remain the property of the acquiring party in the event of the termination of this agreement.

**Contract Administration.** This Contract shall be administered by the Fire Chief of the AGENCY and the COUNTY's Emergency Services Director.

DATED: 1/28/2020

City of Tumwater

Pete Kmet  
Mayor Pete Kmet

DATED: 2-4-2020

Thurston County Washington

Kent Hall  
Director of Emergency Services

ATTEST

Melody Valiant  
Melody Valiant, City Clerk

JON TUNHEIM  
PROSECUTING ATTORNEY

Rick Peters  
By: Rick Peters, Deputy Prosecuting Attorney

APPROVED AS TO FORM

Karen Kirkpatrick  
Karen Kirkpatrick, City Attorney

## EXHIBIT A: SERVICES

### I. SERVICE AREA

The following services shall be provided within Thurston County during the term of this Contract.

### II. SERVICES

- A. The AGENCY shall provide BLS patient care as dispatched and following all applicable COUNTY Medic One protocols. The COUNTY, through the Thurston County Emergency Medical Services Fund, shall provide the AGENCY with financial support and medical supplies, based on prior year call volume for said agency. Medic One BLS Supply Funds shall be used to provide emergency medical care or emergency medical services, including related personnel costs, training for such personnel and related equipment, supplies, vehicles, structures needed to provide this care or service, and/or encourage preventative health measures. Expenses shall be consistent with the level of the public agency's State Department of Health Certifications. These funds may be expended directly by Medic One on behalf of the providing agency, or by the providing agency with reimbursement requested from Medic One. The expended amount shall not exceed the amount allocated for each providing agency (Exhibit "B"). Medic One Financial Support is provided directly to each jurisdiction to cover a portion of the costs for the provision of their BLS service delivery.
  - a. For non-transporting units, AGENCY shall submit the patient care reporting data as required by the COUNTY's current patient care data management system to the COUNTY within one (1) hour of the EMS run.
  - b. For transporting units, AGENCY shall submit the patient care reporting data before the unit leaves the hospital. If the ePCR system has failed, and patient care reporting data must be submitted in paper form, AGENCY shall submit data within 24 hours.
- B. The AGENCY assumes all responsibility for equipment/supplies received.
- C. COUNTY shall have supply orders filled and ready for pickup on the date requested by the Agency. Orders must be submitted no later than 2 business days prior to pick up. Orders not picked up by the Agency on the date requested will be returned to stock, unless prior notification is given for a delayed pick up.
- D. AGENCY shall notify COUNTY within 30 days of supplies/equipment purchased/received, for reimbursement requests.
- E. County shall provide monthly BLS supply fund expenditure reports within 15 business days following the last day of the previous month.
- F. AGENCY shall reconcile accounts within 30 days of receiving COUNTY's monthly BLS supply fund expended report.
- G. AGENCY shall use COUNTY ePCR in the field for patient care, and perform periodic updates as required.

- H. AGENCY shall leave modems, utilized by ePCR, powered on at all times.
- I. AGENCY shall report ePCR outages upon recognition of failure.
- J. AGENCY shall conduct OTEP, in accordance with COUNTY requirements.
- K. AGENCY shall establish, in writing, a BLS POC (point of contact), and provide this to the COUNTY.
- L. Agency shall provide BLS level of service in accordance with State Statute and Department of Health approved protocols.

**EXHIBIT B: PAYMENT**

1. The formula for BLS funding may be updated by the Emergency Medical Services Council (EMSC) as needed without affecting other terms and conditions of this agreement.
2. The formula will take into consideration each individual AGENCY's relative share of run (incident) volume for the given fiscal year (January – December). This volume is calculated from the number of EMS runs that have occurred in that AGENCY's jurisdiction, and not include runs made by the AGENCY for mutual aid outside its jurisdiction.
3. The EMS run volume statistics shall be prepared by Thurston 911 Communications and provided to the COUNTY. This information shall be provided by February of each year.
4. The funding is based on the annual budget for BLS Direct Support (financial and supplies & equipment) as approved by the EMSC. The total amount is then allocated by the COUNTY to each AGENCY based on its individual share (or percentage).
5. Each year, the COUNTY shall prepare an annual allocation form based on the EMSC approved budget. The form shall identify the following:
  - a. Each AGENCY's run volume;
  - b. The percentage of the total Thurston County run volume that AGENCY responded to;
  - c. The total approved budget for financial support for each AGENCY;
  - d. The financial support base compensation for each AGENCY (same for all AGENCYS);
  - e. The financial support compensation per run (call);
  - f. The financial support compensation for reimbursement of AGENCY mobile computer terminal costs per run (call);
  - g. The total approved budget for supplies & equipment for AGENCYS;
  - h. The supply & equipment support base compensation for each AGENCY (same for all AGENCYS);
  - i. The supply & equipment support compensation per run (call); and
  - j. The total compensation to be provided to each AGENCY.
6. The terms and conditions for compensation are covered in Section IV "Compensation and Methods of Payment" of this agreement.



TO: City Council  
 FROM: John Doan, City Administrator  
 DATE: February 1, 2022  
 SUBJECT: Service Provider Agreement with TOGETHER! for Rental Housing Assistance

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1) Recommended Action:

Authorize the City to enter into a Service Provider Agreement with TOGETHER! for the provision of Rental Housing Assistance in 2022.

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2) Background:

Last year, the City contracted with TOGETHER! to provide rental assistance in the community in order to reduce evictions and the occurrence of homelessness. The contract provided for \$50,000 from 2020 Affordable Housing Sales Tax Fund (a.k.a. 1406 Funds) collections. TOGETHER! was able to distribute \$45,000 of those funds last year. Attached is their report on the effectiveness of those awards. Because of these funds, they were able to leverage an additional \$30,000 in funding to help keep families housed.

Staff is proposing the 2022 contract that would allow for the remaining \$5,000 from 2019's 1406 funds be re-authorized to rental assistance, along with an additional \$50,000 from the City's General Fund housing dollars.

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3) Policy Support:

Strategic Priorities and Goals 2021 – 2026

Build a Community Recognized for Quality, Compassion and Humanity

- Work with government, non-profit, and private partners to develop and implement a performance based plan for affordable housing and to address homelessness.
- 

4) Alternatives:

- ☐ Modify the funding amount, vendor or pursue a different course of action.
- 

5) Fiscal Notes:

Fund 105 – Affordable Housing Sales Tax (105.01.565.400.41.08) \$5,000, which expends the estimated revenue from 2020. The subsequent revenue is being reserved for a regional project per an interlocal agreement.

General Fund – Homeless Solutions (001.03.552.900.41.01) \$50,000, which leaves \$70,000 for future initiatives in the remainder of 2022.

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6) Attachments:

- A. TOGETHER! Service Provider Agreement with Scope of Services
- B. Report from 2021 Rental Assistance Services

**CITY OF TUMWATER  
SERVICE PROVIDER AGREEMENT**

**(AFFORDABLE AND SUPPORTIVE HOUSING - LOW INCOME  
RENTAL ASSISTANCE)**

THIS AGREEMENT is made and entered into in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY”, and TOGETHER!, a Washington nonprofit corporation, hereinafter referred to as the “SERVICE PROVIDER”.

**WITNESSETH:**

WHEREAS, the CITY desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such services; and

WHEREAS, the SERVICE PROVIDER represents that the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

**1. SCOPE OF SERVICES.**

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit “A” Scope of Services attached hereto and incorporated herein (the “Project”).

**2. TERM.**

The Project shall begin no earlier than January 1, 2022, and shall be completed no later than December 31, 2022. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

### 3. TERMINATION.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the CITY.

### 4. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.

B. No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed Fifty Five Thousand and no/100's Dollars (\$55,000.00) for services reflected in Exhibit "A" Scope of Services. Five Thousand Dollars (\$5,000.00) will be from the 1406 Fund and Fifty Thousand Dollars (\$50,000.00) will be from the City's General Fund.

D. SERVICE PROVIDER shall not bill the CITY for services performed under this Agreement if the SERVICE PROVIDER is entitled to payment, or has been or will be paid by any other source including grants, for that service.

E. Upon execution of this Agreement, the SERVICE PROVIDER must submit IRS Form W-9 Request for Taxpayer Identification Number (TIN) and Certification unless a current Form W-9 is already on file with the CITY.

F. The SERVICE PROVIDER shall submit an invoice to the CITY for services rendered during the pay period. The CITY shall initiate authorization for payment after receipt of said invoice and shall make payment to the SERVICE PROVIDER within approximately thirty (30) days thereafter.

G. When subcontracting services or purchasing goods from third parties, as identified and approved in this Agreement, the SERVICE PROVIDER must submit written documentation establishing that the goods and/or services have been provided and the third party has been paid in order to receive reimbursement for such goods and/or services.

H. Invoices may be submitted immediately following performance of services, but in no event shall an invoice be submitted more than twenty (20) business days following the end of the contract term.

## 5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship will be created by this Agreement. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

C. As an independent contractor, the SERVICE PROVIDER shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

D. It is recognized that the SERVICE PROVIDER may or will be performing services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with the SERVICE PROVIDER'S ability to perform the services. The SERVICE PROVIDER agrees to resolve any such conflicts of interest in favor of the CITY.

## 6. SERVICE PROVIDER EMPLOYEES/AGENTS.

The CITY may at its sole discretion require the SERVICE PROVIDER to remove an employee, agent or servant from employment on this Project. The SERVICE PROVIDER may however employ that individual on other non-CITY related projects.

## 7. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER Indemnification. The SERVICE PROVIDER agrees to indemnify, defend and hold the CITY, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with

this Agreement to the extent caused by the negligent acts, errors or omissions of the SERVICE PROVIDER, its partners, shareholders, agents, employees, or by the SERVICE PROVIDER'S breach of this Agreement. The SERVICE PROVIDER expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The SERVICE PROVIDER'S indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefit acts or programs. This waiver has been mutually negotiated by the parties.

B. CITY Indemnification. The CITY agrees to indemnify, defend and hold the SERVICE PROVIDER, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the CITY, its employees or agents. No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

C. Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

## 8. INSURANCE.

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

B. The SERVICE PROVIDER shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$2,000,000 combined single limit per occurrence and \$2,000,000 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) if applicable; and employer's liability.

C. The CITY shall be named as an additional insured on the insurance policy, as respect to work performed by or on behalf of the SERVICE PROVIDER and a copy of the endorsement naming the CITY as additional insured shall be attached to the Certificate of Insurance. The CITY reserves the right to request certified copies of any required policies.

D. The SERVICE PROVIDER'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.

E. Any payment of deductible or self-insured retention shall be the sole responsibility of the SERVICE PROVIDER.

F. The SERVICE PROVIDER'S insurance shall be primary insurance as respect to the CITY and the CITY shall be given written notice of any cancellation, suspension or material change in coverage within two (2) business days of SERVICE PROVIDER'S receipt of such notice.

#### 9. TREATMENT OF ASSETS.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement.

#### 10. COMPLIANCE WITH LAWS.

A. The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. The SERVICE PROVIDER specifically agrees to pay any applicable business and occupation (B&O) taxes which may be due on account of this Agreement.

#### 11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, religion, color, national

origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

C. Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

D. If any assignment and/or subcontract have been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

E. Nondiscrimination in Benefits. The provisions of this subsection are only applicable to contracts with an estimated value of \$50,000 or more. Pursuant to Tumwater Municipal Code (TMC) Chapter 3.46, the SERVICE PROVIDER shall provide employee benefits or an equivalent sum to the domestic partners of their employees involved in the SERVICE PROVIDER'S operations

applicable to this Agreement if such benefits are provided to employees' spouses as more particularly set forth in Chapter 3.46 of the TMC, a copy of which is attached hereto as Exhibit "B".

12. ASSIGNMENT/SUBCONTRACTING.

A. The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

C. Any technical service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. NON-APPROPRIATION OF FUNDS.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the CITY will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the CITY in the event this provision applies.

14. CHANGES.

Either party may request changes to the Scope of Services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

15. MAINTENANCE AND INSPECTION OF RECORDS.

A. The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.



B. The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

C. To ensure the CITY'S compliance with the Public Records Act, RCW 42.56, the SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

#### 16. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

#### 17. PROHIBITED INTEREST.

No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### 18. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the signature page of this Agreement.

#### 19. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

#### 20. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been

made and delivered within the State of Washington. It is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained in the superior court of Thurston County, Washington.

## 21. SEVERABILITY.

A. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

## 22. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

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IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:

CITY OF TUMWATER  
555 Israel Road SW  
Tumwater, WA 98501

SERVICE PROVIDER:

TOGETHER!

1520 Irving Street SW, Suite A  
Tumwater, WA 98512  
Tax ID #: 91-1465778  
Phone Number: 360-493-2230

\_\_\_\_\_  
Debbie Sullivan  
Mayor

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Melody Valiant, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

*(Notary for Service Provider Only)*

STATE OF WASHINGTON

COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that \_\_\_\_\_(name) is the person who appeared before me, and said person acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ (title) of \_\_\_\_\_ (company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
Notary Public in and for the State of Washington,

My appointment expires: \_\_\_\_\_



We value equity, mobilization and systems change.

## **Tumwater Rental Assistance Project**

Scope of Services - Exhibit A

January 1, 2022 - December 31, 2022

### **Background:**

In response to the rise of families struggling with homelessness, the City of Tumwater, TOGETHER! and the Tumwater School District studied gaps in service for those struggling. We found that with the Community Schools Coordinators, TOGETHER! can identify families who are at risk of losing housing. Keeping families housed is an essential strategy to fighting homelessness.

TOGETHER! Community Schools Coordinators and school counselors will work together to identify families and deploy rental assistance resources to keep families in their homes.

### **Goal:**

The goal of this project is to deploy funding for rental assistance in combination with case management services to remove long term barriers to financial security and keep Tumwater families from losing their housing.

### **Deliverables:**

- TOGETHER! will identify Tumwater residents and determine family eligibility using the below qualifications.
- TOGETHER! will award rental assistance to families up to \$1,500 per family, per year.
- TOGETHER! will prevent at least 50 families from losing housing with the funding.

### **Timeline:**

January 1, 2022 - December 31, 2022

### **Family Eligibility Requirements**

- Families must have a student in the Tumwater School District.
- Families must be "low-income" by OSPI Free or Reduced Priced lunch standards (see attachment).

OR

- Designated McKinney Vento through Tumwater School District.
- Occasionally other circumstances will be considered (example: escaping Domestic Violence).



We value equity, mobilization and systems change.

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### **Funding Restrictions**

- Funding cannot be used to provide long term shelter for families in a hotel/motel
- TOGETHER! employees are ineligible for funding.
- Funding must be used to provide rental assistance to permanently house families.

### **Program Intentions**

- Pair City funding with other leveraged/donated funds from community to maximize the amount of funding for each family and maximize the number of families served.
- Keeping families housed is the primary use of this funding.
- TOGETHER! will accept donations from the community to this fund to continue to grow its impact.
- This funding and strategy is not meant to circumvent the Coordinated Entry System for homeless families.

### **Reporting:**

- Reporting will be completed at least twice during the contract period. One midterm report in July 2022 & a report at the completion of the contract.

## Chapter 3.46

### CITY CONTRACTS – NONDISCRIMINATION IN BENEFITS

#### Sections:

- 3.46.010 Definitions.
- 3.46.020 Nondiscrimination in benefits.
- 3.46.030 Limitations.
- 3.46.040 Powers and duties of the city administrator.
- 3.46.050 Appeals.
- 3.46.060 Effective date.

#### **3.46.010 Definitions.**

For the purpose of this chapter:

- A. “Contract” means a contract for public works, consulting, or supplies, material, equipment or services estimated to cost \$50,000 or more;
- B. “Contract awarding authority” means the city officer, department, commission, employee, or board authorized to enter into or to administer contracts on behalf of the city;
- C. “Domestic partner” means any person who is registered with his/her employer as a domestic partner or, in the absence of such employer-provided registry, is registered as a domestic partner with a governmental body pursuant to state or local law authorizing such registration. Any internal employer registry of domestic partnership must comply with criteria for domestic partnerships specified by rule by the city administrator;
- D. “Employee benefits” means the provision of bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefits given to employees; provided, that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

(Ord. O2000-028, Added, 02/06/2001)

#### **3.46.020 Nondiscrimination in benefits.**

A. No contractor on a city contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash equivalent.

B. Other Options for Compliance Allowed. Provided that a contractor does not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, a contractor may:

1. Elect to provide benefits to individuals in addition to employees' spouses and employees' domestic partners;
2. Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent benefits; or
3. Provide benefits neither to employees' spouses nor to employees' domestic partners.

C. Requirements Inapplicable Under Certain Conditions. The city administrator may waive the requirements of this chapter where:

1. Award of a contract or amendment is necessary to respond to an emergency;
2. The contractor is a sole source;
3. No compliant contractors are capable of providing goods or services that respond to the city's requirements;
4. The contractor is a public entity;
5. The requirements are inconsistent with a grant, subvention or agreement with a public agency;
6. The city is purchasing through a cooperative or joint purchasing agreement.

D. Requests for waivers of the terms of this chapter are to be made to the city administrator by the contract awarding authority. Decisions by the city administrator to issue or deny waivers are final unless appealed pursuant to TMC 3.46.050.

E. The city administrator shall reject an entity's bid or proposal, or terminate a contract, if the city administrator determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.

F. No contract awarding authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter.

G. All contracts awarded by the city shall contain provisions prohibiting discrimination in the provision of employee benefits, including provisions containing appropriate remedies for the breach thereof as prescribed by this chapter, except as exempted by this chapter or rule.

(Ord. O2000-028, Added, 02/06/2001)

### **3.46.030 Limitations.**

The requirements of this chapter only shall apply to those portions of a contractor's operations that occur:

- A. Within the city;
- B. On real property outside of the city if the property is owned by the city or if the city has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the city; and
- C. Elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor.

(Ord. O2000-028, Added, 02/06/2001)

**3.46.040 Powers and duties of the city administrator.**

The city administrator shall have the power to:

- A. Adopt rules and regulations in accordance with this chapter establishing standards and procedures for effectively carrying out this chapter;
- B. Determine and impose appropriate sanctions and/or liquidated damages for violation of this chapter by contractors including, but not limited to:
  - 1. Disqualification of the contractor from bidding on or being awarded a city contract for a period of up to five years; and
  - 2. Contractual remedies, including, but not limited to, liquidated damages and termination of the contract;
- C. Examine contractor's benefit programs covered by this chapter;
- D. Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;
- E. Allow for remedial action after a finding of noncompliance, as specified by rule;
- F. Perform such other duties as may be required by ordinance or which are necessary to implement the purposes of this chapter.

(Ord. O2000-028, Added, 02/06/2001)

**3.46.050 Appeals.**

Any aggrieved party may appeal a decision of the city administrator to the mayor by the submittal of a written request to the city attorney within ten working days of the decision to be appealed. The mayor's decision will be in writing with findings identified upon which the decision was made. Subsequent appeal will be to the Thurston County superior court.

(Ord. O2000-028, Added, 02/06/2001)

**3.46.060 Effective date.**

The provisions of this chapter shall apply to any contract awarded on or after January 2, 2002.

(Ord. O2000-028, Added, 02/06/2001)



Issue Date 5/26/2021

Cert #.0000025315

## Non Profit Insurance Program

### Certificate of Coverage

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONVERTS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGRATION IS WAIVED, subject to the terms and conditions of the policy, certain coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	COMPANIES AFFORDING COVERAGE
Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823	<b>GENERAL LIABILITY</b> American Alternative Insurance Corporation, et al.  <b>AUTOMOBILE LIABILITY</b> American Alternative Insurance Corporation, et al.
<b>INSURED</b>  TOGETHER!  1520 Irving Street SW, Suite A Tumwater, WA 98512	<b>PROPERTY</b> American Alternative Insurance Corporation, et al.  <b>MISCELLANEOUS PROFESSIONAL LIABILITY</b> Princeton Excess and Surplus Lines Insurance Company


#### COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	DESCRIPTION	LIMITS
<b>GENERAL LIABILITY</b>					
COMMERCIAL GENERAL LIABILITY	N1-A2-RL-0000013-12	6/1/2021	6/1/2022	PER OCCURRENCE	\$5,000,000
OCCURRENCE FORM				PER MEMBER AGGREGATE	\$10,000,000
INCLUDES STOP GAP				PRODUCT-COMP/OP	\$5,000,000
				PERSONAL & ADV. INJURY	\$5,000,000
(LIABILITY IS SUBJECT TO A \$150,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$50,000,000
<b>AUTOMOBILE LIABILITY</b>					
ANY AUTO	N1-A2-RL-0000013-12	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT	\$5,000,000
(LIABILITY IS SUBJECT TO A \$150,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
<b>PROPERTY</b>					
	N1-A2-RL-0000013-12	6/1/2021	6/1/2022	ALL RISK PER OCC EXCL EQ & FL	\$75,000,000
				EARTHQUAKE PER OCC	\$1,000,000
				FLOOD PER OCC	\$1,000,000
(PROPERTY IS SUBJECT TO A \$150,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
<b>MISCELLANEOUS PROFESSIONAL LIABILITY</b>					
	N1-A3-RL-0000060-12	6/1/2021	6/1/2022	PER CLAIM	\$5,000,000
(LIABILITY IS SUBJECT TO A \$150,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$40,000,000
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS</b>					
Evidence of Coverage.					

#### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
City of Tumwater 555 Israel Rd SW Tumwater, WA 98501	

# CITY OF TUMWATER/TOGETHER! <sup>B</sup>

## JAN-DEC 2021 (12 MONTHS)

NUMBER OF TSD FAMILIES'  
EVICTIONS PREVENTED

40

FUNDING LIMIT PER FAMILY

\$1,500

AVG TURN AROUND TIME  
FOR PAYMENT

1 week

OTHER HOUSING  
ASSISTANCE FUNDS  
LEVERAGED

HUMI: \$25,000  
Amerigroup (for Domestic Violence  
Support): \$5,000

NUMBER OF SINGLE ADULTS  
HELPED (NO STUDENTS IN  
DISTRICT)

1

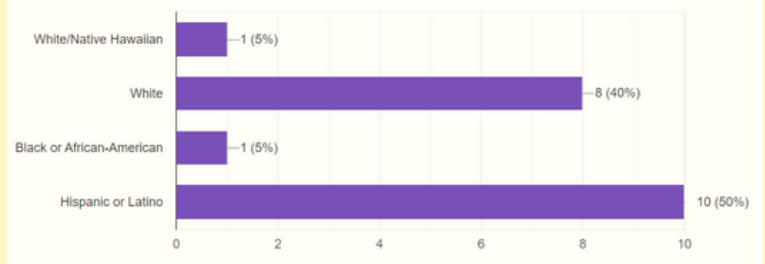
AVG AMOUNT SPENT PER  
FAMILY

\$1,219

NUMBER OF FAMILIES WHO UTILIZED  
ADDITIONAL TOGETHER! SUPPORTS

40

DEMOGRAPHICS



STORY OF SERVICE

Tasha and Andrew have five children in the Tumwater School District and were working for many months with the Community Schools team to get stable housing for their family. The team worked to connect the family to local housing agencies, which eventually led to being accepted for a new place. However, they only had 48 hours to pay the move-in costs. Andrew, who had been unemployed due to COVID, and Tasha (a stay-at-home mother) knew they needed some help and fast. Through TOGETHER!'s partnerships with the City of Tumwater and the Help Us Move In Foundation (HUMI), our Community Schools Manager was able to leverage the financial support they needed in a short amount of time. Now, the family is all moved in and loving their new home! (*Pictured*)

